Permit No. Click here to enter text.

# Applicable provisions are denoted by ()

**1.** **WSDOT REPRESENTATIVE/NOTICE TO PROCEED.**No work provided for herein shall be performed until the GRANTEE is authorized by the following WSDOT Representative(s):

|  |  |
| --- | --- |
| Primary: | Secondary: |
| Name | Name |
| Address | Address |
| Office Phone | Office Phone |
| Cellular Phone | Cellular Phone |

**2. PRE-CONSTRUCTION CONFERENCE**Prior to the beginning of construction, a Pre-construction Conference shall be held at which WSDOT Representative, the GRANTEE Representative(s), and GRANTEE’s Contractor shall be present.

**3. PERMITS FROM OTHER AGENCIES**The GRANTEE shall be responsible for obtaining all 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 and/or U.S. Army Corps of Engineers prior to the beginning of construction.

**4. GRANTEE REPRESENTATIVE**Should the GRANTEE choose to perform the work outlined herein with other than his own forces, a representative of the GRANTEE shall be available at all times unless otherwise agreed to by WSDOT’s Representative. All contact between WSDOT and the GRANTEE’s Contractor shall be through the Representative of the GRANTEE. Where the GRANTEE 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 GRANTEE 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.

**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 GRANTEE’s Project Office and by the Contractor’s Representative(s) at the Job site. The Permit shall be shown upon request to any WSDOT 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.**

* **GRANTEE CHANGE ORDER/ADDENDA.**Changes to any Approved Plan affecting the State right of way or jurisdiction must be reviewed and approved by WSDOT prior to execution.
* **WSDOT REQUIRED CHANGES OR 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 Standards, or Project Special Provisions.

**7. DELAY TO WSDOT CONTRACTS.**The GRANTEE agrees to schedule the work herein referred to and perform said work in such a manner as not to delay WSDOT’s contractor in the performance of any WSDOT contract in the area. WSDOT shall in no way be held liable for any damage to the GRANTEE by reason of any such work by WSDOT, its agents or representatives, or by the exercise of any rights by WSDOT upon roads, streets, public places, or structures in question.

8. **UNSUITABLE MATERIALS.**If determined necessary by WSDOT, unsuitable or hazardous materials encountered during any excavation shall be removed and replaced to the satisfaction of WSDOT at 100% GRANTEE cost. The replacement material shall be free-draining and granular, or other materials as determined by WSDOT’s Representative.

**9. PROJECT INSPECTION, MONITORING AND ACCEPTANCE.**

* **WSDOT CONSTRUCTION OVERSIGHT.**All items within WSDOT jurisdiction and maintenance responsibility are subject to construction oversight by WSDOT. All contact between WSDOT and GRANTEE’s Contractor shall be through the Representative of the GRANTEE.  
  WSDOT, for itself, its agents and contractors, and for the Federal Highway Administration (FHWA), reserves the right to enter upon the Premises at any time without notice to GRANTEE for the purpose of inspection, maintenance, construction, or reconstruction of the highway facility or any element thereof, or to perform environmental audits as provided for elsewhere in this Permit. WSDOT shall in no way be responsible for any incidental or consequential damages due to such loss of use due to WSDOT’s exercise of such right.
* **GRANTEE INSPECTION.**The responsibility of the GRANTEE for proper performance, safe conduct, and adequate policing and supervision of the project shall not be lessened or otherwise affected by WSDOT approval of plans, specifications, or work, or by the presence at the work site of WSDOT’s representatives, or by compliance by the GRANTEE with any requests or recommendations made by such representatives.
* **FINAL PROJECT INSPECTION AND ACCEPTANCE.**WSDOT will not make Final Project Inspection until the physical work required per the Provisions of this Permit, including cleanup and all extra work requested by WSDOT has been satisfactorily completed.

**AFTER WELLS INSTALLATION.**Upon satisfactory completion of the work involved in the installation of the Wells, WSDOT agrees to provide the GRANTEE with a Letter of Acceptance. The Letter of Acceptance shall not waive any potential claims against the GRANTEE and its Contractor for defective work or materials. WSDOT reserves the right to require the GRANTEE to remedy any and all work deficiencies. WSDOT may withhold acceptance of work by submitting written notification to the GRANTEE within ninety (90) calendar days following Final Inspection. This notification shall include the reason(s) for withholding acceptance.

**AFTER REMOVAL OF WELLS OR PERMIT TERMINATION.**After the Wells are removed, WSDOT shall grant Final Project Acceptance to the GRANTEE, provided (1) any problems with workmanship and public safety have been resolved to the satisfaction of WSDOT, (2) the reimbursable account has been paid in full, and (3) a complete set of As-Built Plans and Material Acceptance Certification documents have been received by WSDOT’s Local Agency and Development Services Office.

Final Acceptance shall not constitute acceptance of any unauthorized or defective work or material. WSDOT shall not be barred from requiring the GRANTEE to remove, replace, repair or dispose of any unauthorized or defective work or material, or from recovering damages for any such work or material.

* **FAILURE TO COMPLETE CONSTRUCTION OF PROJECT.**Should for any reason, the GRANTEE decided not to complete the Project after construction has begun, WSDOT shall determine what work must be completed to restore the State facilities and right of way to a condition and configuration that is safe for public use. The GRANTEE agrees that all costs associated with Permit termination, including engineering, completing State facility and right of way restoration, and Contractor claims will be the sole responsibility of the GRANTEE. If the Contractor is not available to restore the State facilities and right of way, WSDOT may perform or contract to perform, the restoration work at GRANTEE expense. This section shall survive the termination of this Permit.

**10. SURVEY MONUMENTS.**The GRANTEE 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 WSDOT’s Geographic Services Office Website (<http://www.wsdot.wa.gov/monument/searchBroad.aspx>).

**11. PROTECTION OF PUBLIC AND PRIVATE PROPERTY.**The GRANTEE shall assure that all Public and Private properties, 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, WSDOT’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 WSDOT’s Representative. Construction shall be in conformance to the current edition of WSDOT’s Standard Specifications, Standard Plans, Design Standards or Project Special Provisions.

**12. PERFORMANCE BY WSDOT.**If GRANTEE defaults in the performance or observation of any covenant or agreement contained in this Permit, WSDOT, without notice if deemed by WSDOT that an emergency exists, or if no emergency exists, with thirty (30) calendar days prior written notice, may direct GRANTEE to stop work and may itself perform or cause to be performed such covenant or agreement. Such emergency shall include, but not be limited to, endangerment of life, the highway facility or failure of GRANTEE to obtain in a timely manner the specified insurance coverage. GRANTEE shall reimburse WSDOT the entire cost and expense of such performance by WSDOT within thirty (30) calendar days of the date of WSDOT’s invoice. Any act or thing done by WSDOT under the provisions of this section shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

**13. TRAFFIC CONTROL AND PUBLIC SAFETY.**

* **FOR INSTALLATION OF THE WELLS.**

The GRANTEE shall submit Work-specific traffic control plans (TCP’s) to WSDOT for review and written approval before implementation on state-owned highway right of way. It is the GRANTEES responsibility to plan, conduct, and safely perform the Work authorized by this Permit. Traffic control refers to the control of all types of roadway users, including vehicles, bicyclists, and pedestrians (including pedestrians with disabilities) guiding them through or around the work zone. The Permit Holder shall implement all reasonable means of traffic control necessary to adequately accommodate all road users if they can be reasonably expected to be encountered during the Work authorized by this Permit. All TCPs and traffic control devices shall be in compliance with the current edition of the Federal Highway Administrations [Manual on Uniform Traffic Control Devices](https://mutcd.fhwa.dot.gov/index.htm) (MUTCD) for Streets and Highways as adopted by WSDOT per [WAC 468-95](https://apps.leg.wa.gov/wac/default.aspx?cite=468-95)

* Additional TCP resources can be found at:
  + [Work zone typical traffic control plans (TCP) | WSDOT (wa.gov)](https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/plan-sheet-library/work-zone-typical-traffic-control-plans-tcp)
  + [Work Zone Traffic Control Guidelines M 54-44 (wa.gov)](https://www.wsdot.wa.gov/publications/manuals/fulltext/M54-44/Workzone.pdf)
* **FOR SUBTERRANEAN MONITORING DEVICES/DATA READING.**Any access to, or use of the Premises shall be done in a manner as to not pose a hazard to travel on the State Highway or to GRANTEE’s employees or agents. Access to the Premises to perform the readings is restricted to certain hours and days. Prior to GRANTEE’s initial use of the Premises or reading, the GRANTEE shall coordinate with WSDOT’s Representative, or their designee, at least twenty four (24) hours prior to entry upon the Premises to allow WSDOT staff to monitor and review the installation of the Wells. The GRANTEE shall coordinate with WSDOT’s Representative to secure approval of any Vehicle Access Plans and/or Traffic Control Plan specific for reading data off of the Wells, and any subsequent updates of the Plans, at least five (5) working days in advance.
* **HAZARD PROTECTION.**All hazards to vehicular, pedestrian, and bicycle traffic shall be marked by warning signs, barricades, and lights.
* **MODIFICATION OR REVOCATION OF APPROVED TRAFFIC CONTROL PLANS.**WSDOT 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 GRANTEE or its Contractor.
* **PERMITTED HOURS FOR LANE CLOSURES/WSDOT NOTIFICATION.**The working hours within State right-of-way for this project are restricted per the Approved Traffic Control Plans. 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 WSDOT. Ten (10) working days notification shall be given to WSDOT’s Representative prior to any lane closure.
* **SUSPENSION OF TRAFFIC CONTROL OPERATIONS.**WSDOT 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 GRANTEE or their Contractor.
* **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 WSDOT 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 WSDOT has provided written approval.

**14. WORKER VISIBILITY.**All workers within the State Highway 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 107-2010 publication titled “American National Standard for High Visibility Safety Apparel and Headwear”.

**15. SIGN INSTALLATION AND MAINTENANCE.**All Directional, Regulatory, Parking, and Stop Signs as well as Route Markers shall be installed as per the Approved Plans, the WSDOT Standard Plans, or as directed by WSDOT’s Representative. WSDOT shall own and maintain all signs unless the GRANTEE signs a Contract or Maintenance Agreement with WSDOT to perform Sign maintenance.

**16. ARCHAEOLOGICAL/HISTORICAL FINDINGS.**If any archaeological or historical resources are revealed in the work vicinity, the GRANTEE shall immediately stop work, notify WSDOT’s Representative, retain a qualified Archaeologist who shall evaluate the site, and make recommendations to WSDOT’s Representative regarding the continuance of work.

**17. MATERIALS AND QUALITY ASSURANCE/QUALITY CONTROL (QA/QC).**

* **MATERIALS AND WORKMANSHIP.**All materials and workmanship shall conform to the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction, current edition, and amendments thereto, and shall be subject to inspection by WSDOT.
* **APPROVAL OF MATERIALS – REQUEST for APPROVAL of MATERIAL SOURCE (RAMS) FORM and QUALIFIED PRODUCTS LIST (QPL).**Prior to the placement of any materials, the GRANTEE shall submit completed Request for Approval of Material (RAMS) form listing Materials Manufacturers and Suppliers for: Earthwork, Aggregates, Asphalt and Concrete Plants, Pit Sites, Mix Designs, Pipe, Drainage Structures, Striping / Pavement Markings, Electrical Materials, Shop Drawings, and Catalogue Cuts to WSDOT for concurrence: OR fill out and submit RAMS forms to WSDOT for approval. The current QPL sheets for each material shall be submitted. (The QPL can be located on WSDOT’s web site at: http://www.wsdot.wa.gov/biz/mats/QPL/QPL\_Search.cfm. 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 GRANTEE or an Independent Certified Testing Laboratory of their choice. Frequency shall be determined as per WSDOT Standard Specifications. Copies of all test results shall be submitted to WSDOT’s Representative prior to beginning the next phase of construction. WSDOT reserves the right to verify the test results or to perform the testing.
* **HOT MIX ASPHALT (HMA) DESIGN.**Prior to Paving Operations, the GRANTEE shall submit to WSDOT approved HMA Mix Design(s) for use on this project.
* **PAVING OPERATIONS.**NO paving operations will be permitted during periods of rain or snow. Written permission from WSDOT’s Construction 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 GRANTEE shall submit WSDOT approved Mix Design(s) for use on this project.
* **DRAINAGE STRUCTURES.**Only structures stamped APPROVED by WSDOT’s Fabrication Inspection Office shall be used on this project.

**18. ILLUMINATION CONSTRUCTION.**

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

**19. 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.

**20. EROSION CONTROL/DRAINAGE.**

* **BEST MANAGEMENT PRACTICES (BMPs).**During the installation and removal of all Wells, the GRANTEE shall comply with the Washington State Department of Transportation Highway Runoff Manual, or WSDOT-approved equivalent, and implement Best Management Practices (BMPs) as detailed in the manual to mitigate erosion and impacts to environmentally sensitive areas. The roadway shall be adequately cleaned immediately if tracking or spilling occurs.
* **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.

**21. TRAFFIC SIGNAL CONSTRUCTION.**

* **DESIGN/CONSTRUCTION/INSPECTION.**The GRANTEE shall assure that the design and construction of Traffic Signals and illumination on signal poles, including necessary components thereto, installed within the State highway right-of-way meets all requirements of WSDOT.
* **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.**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.
* **TRAFFIC SIGNAL STANDARDS – APPROVAL.**If the proposed signal standards are not on WSDOT’s PRE-APPROVED LIST ([Standard plans | WSDOT (wa.gov)](https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/standard-plans)) Signal Pole shop drawings (Seven sets of copies) shall be submitted through WSDOT’s Construction Representative for transmittal to Headquarters (HQ) for approval.
* **EXISTING TRAFFIC DETECTION LOOPS.**The Contractor shall notify the Area Traffic Engineer through WSDOT’s Representative a minimum of five working days in advance of pavement removal or grinding in areas with existing loops.  
  If WSDOT’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, WSDOT’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 WSDOT’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 WSDOT’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 WSDOT’s Representative prior to installation.
* **TRAFFIC SIGNAL HEADS.**Unless ordered by WSDOT’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 GRANTEE shall contact WSDOT’s Representative at least five (5) working days prior to scheduling a signal turn-on in order to assure that all appropriate items are satisfactorily addressed.
* **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 WSDOT’s Construction 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 WSDOT’s Construction Representative.

**22. TRAFFIC REVISION WARNING SIGNING.**“TRAFFIC REVISION AHEAD” (W20-901) signs shall be installed in advance of all affected directions of travel on 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 WSDOT’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 WSDOT’s Construction Representative.

**23. VEGETATION ON STATE RIGHT-OF-WAY.**This Permit does not give the GRANTEE, or any agent or contractor of the GRANTEE, 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 WSDOT. All restoration shall be done to the satisfaction of WSDOT at the sole expense of the GRANTEE. Any necessary pruning or removal of trees shall be documented and communicated to WSDOT Representative and the GRANTEE Project Design Team for inclusion in the tree replacement plan for the GRANTEE’s Project construction contract. Any pruning shall be done to International Society of Arboriculture standards.

**24. ENVIRONMENTAL REQUIREMENTS.**

* GRANTEE represents, warrants, and agrees that it will conduct its activities on and off the Premises in compliance with all applicable environmental laws. As used in this Permit, the term “Environmental Laws” means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations.
* Toxic or hazardous substances are not allowed on the Premises without the express written permission of WSDOT and under such terms and conditions as may be specified by WSDOT. For the purposes of this Permit, “Hazardous Substances,” shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products. In the event such permission is granted, the use and disposal of such materials must be done in a legal manner by GRANTEE.
* GRANTEE agrees to cooperate in any environmental investigations conducted by WSDOT staff or independent third parties where there is evidence of contamination on the Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. GRANTEE will reimburse WSDOT for the cost of such investigations, where the need for said investigation is determined to be caused by GRANTEE’s operations. GRANTEE will provide WSDOT with notice of any inspections of the Premises, notices of violations, and orders to clean up contamination. GRANTEE will permit WSDOT to participate in all settlement or abatement discussions. In the event that GRANTEE fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, WSDOT may elect to perform such work, and GRANTEE covenants and agrees to reimburse WSDOT for all direct and indirect costs associated with WSDOT’s work where those costs are determined to have resulted from GRANTEE’s use of the Premises. GRANTEE further agrees that the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the right of way.
* For the purposes of this Permit, “Costs” shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, ch. 70.105D RCW, et seq., including all amendments and/or revisions to said laws and regulations.
* GRANTEE agrees to defend, indemnify and hold harmless WSDOT from and against any and all claims, causes of action, demands and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys’ fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent WSDOT property, and which are caused by or result from GRANTEE’s activities on the Premises. GRANTEE further agrees to retain, defend, indemnify and hold harmless WSDOT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from the Premises.
* The provisions of this section shall survive the termination or expiration of this Agreement.

**25. UTILITY/SUBTERRANEAN MONITORING DEVICE COVER.**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 WSDOT.  
The GRANTEE shall repair and maintain at its expense the structure or objects for which this Permit is granted in a condition satisfactory to WSDOT. The GRANTEE shall inspect monitoring lids and bolts at each data collection event or once a month at a minimum, until the Wells are decommissioned and removed as set forth in this Permit. The inspection shall determine if the GRANTEE needs to replace the lid or bolts new parts. The GRANTEE shall keep a reserve of two (2) lids and four (4) bolts on hand at all times and should replacement of the lid or bolts be needed, the GRANTEE shall perform the replacement during that inspection event. Any and all damages incurred to lid or bolt items shall be the sole financial responsibility of the GRANTEE.  
GRANTEE shall maintain and repair at its expense the roadway and right-of-way surrounding each of the Wells in a condition satisfactory to WSDOT. All subterranean monitoring device casings shall be flush mount and installed in such a way as to not interfere with WSDOT’s maintenance near the Premises. The GRANTEE shall be responsible for any additional costs incurred by WSDOT due to GRANTEE’s use of Premises, including but not limited to any additional cost of maintenance and operation of WSDOT’s highway, any cost needed to prevent vandalism to WSDOT’s property, any cost to remove graffiti, and any cost incurred by WSDOT for any related traffic control measures.

**26. INSURANCE.**

* At its sole expense, the GRANTEE shall secure and maintain in effect a policy providing commercial general liability insurance issued by an insurer licensed to conduct business in the State of Washington. The insurance policy shall provide liability coverage for any and all claims of bodily injury, property damage, and personal injury arising from the GRANTEE's use of the Premises which is the subject of this Permit. The insurance policy required by this section shall provide coverage as follows: primary coverage limits of not less than One Million and no/100 Dollars ($1,000,000.00) bodily injury and property damage or combined single limit of liability per occurrence, with a general annual aggregate limit of not less than Two Million and no/100 Dollars ($2,000,000.00). Such aggregate limits shall apply for this Premises location, and coverage under said policy shall be triggered on an "occurrence basis," not on a "claims made" basis.
* The coverage required by this section shall be at least as broad as that provided by the most current Commercial General Liability Policy form ISO (Insurance Services Office, Inc.) policy form CG 00 01 01 07, or its equivalent without modification.
* GRANTEE shall require GRANTEE’s contractors to provide Contractor’s Pollution Liability coverage in the amount of Two Million and no/100 Dollars ($2,000,000.00) per claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed. If Asbestos, Lead or PCBs are a potential exposure, such insurance shall not exclude pollution arising out of Asbestos, Lead and/or PCB operations. Evidence of insurance must specifically state that coverage is included.
* In addition, prior to the undertaking of any work, or any use of the Premises, in connection with any activities arising out of or related to the performance of this Permit by a contractor, subcontractor, consultant or subconsultant (together hereinafter “Contractors”) of the GRANTEE, GRANTEE shall require that any such Contractor(s) obtain the insurance coverage set forth below and shall submit to WSDOT evidence that such Contractor(s) has obtained comprehensive general liability coverage under form CG 0001, naming Washington State Department of Transportation (WSDOT) and the State as an additional insured as set forth in Section D below. The additional insured endorsement shall contain no restrictions or limitations with respect to “active negligence” of WSDOT and/or the State. This coverage shall be primary and non-contributory and shall include a waiver of all rights of subrogation the insurer may have against WSDOT and the State. This coverage shall be on a “per occurrence” basis with limits of not less than the following:
  + - Bodily Injury Liability, including auto bodily injury - $1,000,000/$2,000,000 per occurrence/aggregate and
    - Property Damage Liability, including auto property damage liability (if applicable) $1,000,000/$2,000,000 per occurrence/aggregate

Should GRANTEE require limits of insurance which are greater than as set forth above, those higher limits shall also apply to the coverage to be afforded WSDOT and the State. Evidence of the required insurance shall be submitted prior to the start of any performance of work, or any use of the Premises under the Permit on a standard ACCORD Form, with copies of the relevant additional insured and waiver of subrogation endorsements attached.  
GRANTEE shall require its Contractor(s) to maintain such insurance during the entirety of the contract period.

* The State of Washington, its officers, agencies, officials, agents and employees (the “Additional Insureds”) shall be named as an additional insured by endorsement of the general liability and pollution liability policies required by this section utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. “Operations” under this endorsement shall include GRANTEE’s products. The endorsement shall also state that this insurance shall be primary and non-contributory with respect to any other applicable insurance which may be maintained by the Additional Insureds. The additional insured endorsement shall contain no restrictions or limitations with respect to “completed operations,” “ongoing operations,” or the “active negligence” of WSDOT and/or the State. The coverage shall include a waiver of all rights of subrogation the insurer may have against WSDOT and the State. This coverage shall be on a “per occurrence” basis. The GRANTEE shall provide WSDOT with not less than thirty (30) days written notice after learning of any cancellation of the coverage required by this section.
* Unless approved by WSDOT in advance and in writing, the liability coverage required by this section shall not be subject to any deductible or self-insured retentions of liability greater than Two Hundred Fifty Thousand and no/100 Dollars ($250,000.00) per occurrence. The payment of any such deductible or self-insured retention of liability amounts remains the sole responsibility of the GRANTEE.
* The GRANTEE assumes all obligations for premium payment, and in the event of nonpayment, the GRANTEE is obligated to reimburse WSDOT the cost of maintaining the insurance coverage and any legal fees incurred in enforcing such reimbursement should the GRANTEE fail to pay the policy premiums.
* Coverage obtained by the GRANTEE in compliance with this section shall not be deemed as having relieved the GRANTEE of any liability in excess of such coverage.
* The GRANTEE shall provide WSDOT with a certificate of insurance reflecting the insurance coverage required by this section within ten (10) business days of the execution of this Permit. Such certificates shall also be provided upon renewal of said policies and changes in carriers.
* In lieu of the commercial insurance required above, GRANTEE and WSDOT may mutually agree, in writing, upon an appropriate program of commercial insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy GRANTEE’s liabilities under this Permit.

**27. RIGHT-OF-WAY RESTORATION.**Upon completion of work, the GRANTEE 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.  
All disturbed areas for access shall be regarded to smooth surface, compost applied to 2” depth, and reseeded with erosion control seed mix containing 70% Perennial Rye and 30% Red Fescue. Seeded area shall be watered a minimum of once a week until thick and fully established grass stand is present.

**28. REMOVAL OF THE SUBTERRANEAN MONITORING DEVICES.**The GRANTEE shall notify WSDOT Representative at least twenty four (24) hours prior to the removal of the Subterranean Monitoring Devices to allow WSDOT staff to monitor and review said removal. The GRANTEE shall remove the Subterranean Monitoring Devices at its expense in accordance with WAC 173-160 and any amendments thereto.  
Further, upon termination of this Permit under any provision hereof, the improvements constructed by GRANTEE on the Premises shall be removed by the GRANTEE at GRANTEE’s expense in accordance with WAC 173-160 and the GRANTEE shall restore the Premises to the original condition prior to GRANTEE’s operations.

**29. MAINTENANCE OF LANDSCAPING.**The GRANTEE 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.

**30. 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.

**31. PERSONAL PROPERTY.**WSDOT shall not be liable in any manner for, or on account of, any loss or damage sustained to any property of whatsoever kind stored, kept, or maintained on or about the Premises, except for such claims or losses that may be caused by WSDOT or its authorized agents or employees. Upon termination of this Agreement, WSDOT or its agent may remove all personal property of GRANTEE’s remaining on the Premises at GRANTEE’s expense and dispose of it in any manner WSDOT deems appropriate. GRANTEE agrees to reimburse WSDOT for the costs of such removal and disposal within thirty (30) calendar days of the date of WSDOT's invoice.

**32. NONDISCRIMINATION.**The GRANTEE for itself, its successors and assigns, as part of the consideration hereof, does hereby agree to comply with all applicable civil rights and antidiscrimination requirements, including, but not limited to, chapter 49.60 RCW.

**33. MODIFICATION.**This Permit contains all of the agreements and conditions made between the parties hereto pertaining to the Premises and may not be modified orally or in any manner other than by written agreement signed by all parties. Failure on the part of WSDOT to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant or provision or affect the right of WSDOT to enforce the same in the event of any subsequent breach or default.

**34. TERMINATION.**This Permit may be terminated by either party upon not less than thirty (30) calendar days prior written notice to the other party. In addition, WSDOT may terminate this Permit immediately if WSDOT determines that it is in the best interest of the State of Washington to terminate this Permit.

**35. ASSIGNMENT.**Neither this Permit, nor any rights created by it, may be assigned, sublet, or transferred by the GRANTEE without the prior written permission of WSDOT. Any such assignment shall be in writing on a form approved by WSDOT and shall include an assignment of all rights and an assumption of all obligations of this Permit by the assignee.

**36. INTERPRETATION.**This Permit shall be governed and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Permit are for the convenience only and shall have no effect on the construction or interpretation of any part hereof.

**37. ATTORNEYS’ FEES.**In the event of any controversy, claim, or dispute arising out of this Permit, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney’s fees and costs.

**38. SEVERABILITY.**In case any one or more of the provisions contained in this Permit shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Permit shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**39. VENUE.**The GRANTEE agrees that the venue of any action or suit concerning this Permit shall be in the Thurston County Superior Court and all actions or suits thereon shall be brought therein, unless applicable law requires otherwise.

**40. TOTALITY OF PERMIT**It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Permit.

**41. AUTHORITY.**The GRANTEE warrants that the person executing this Permit on behalf of GRANTEE has been duly authorized to execute this Permit on behalf of GRANTEE.

**42. NOTICES.**Wherever in this Permit notices or information are to be given, they will be served, personally or electronically delivered, or sent by certified or overnight mail addressed to the parties at the address listed below, unless a different address has been designated in writing and delivered to the other party.

|  |  |  |
| --- | --- | --- |
| **WSDOT**, Construction Liaison | **WSDOT**, Superintendent | **Grantee Representative** |
| Name | Name | Name |
| Address | Address | Address |
| Office Phone | Office Phone | Office Phone |
| Cellular Phone | Cellular Phone | Cellular Phone |
| Email Address | Email | Email |