Washington State Department of Transportation

General Permit

Permit No. 60496

Applicant - Please print or type all information

Application is Herby Made For:
- [x] General Permit (no fee)
- [ ] General Permit $2.50 (Subject to RCW 47.12.140(2))

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

Installation, ownership, maintenance and repair including graffiti removal by the City of Sequim of three "Use of Compression Brakes Prohibited" (R4-604) signs to be placed on the US 101 limited access freeway within the Sequim area at the locations shown in the Exhibit "B". The City of Sequim shall repair or remove any damaged sign and/or post within 10 calendar days of when the damage occurs, including graffiti. Any offensive graffiti shall be removed immediately upon it being reported. The City shall notify the local WSDOT Maintenance office in Port Angeles if a sign(s) is removed for whatever reason, including the timeline for its repair and replacement. Failure to repair or remove a sign as specified above may result in WSDOT removing the sign and post.

on a portion of State Route **101** from Mile Post **262.620** to Mile Post **266.320** in **Clallam** County,

____ 1/4 of ____ 1/4 of Section _____ Township **30N** Range **3&4** West/East W.M. **W**

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

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

CITY OF SEQUIM
Applicant (Referred to as Permit Holder)

David Garlington
Applicant Authorized Signature

152 W. Cedar St.
Address

David Garlington
Print or Type Name

Sequim **WA** **98382**
City State Zip Code

Public Works Director
Title

360-681-3439
Telephone

Dated this 20th day of October, 2020

Authorization to Occupy Only If Approved Below

The Washington State Department of Transportation referred to as the "Department", hereby grants this Permit subject to the terms and conditions stated in the General Provisions, Special Provisions, and Exhibits attached hereto and by this reference made a part hereof: Construction facilities proposed under this application shall begin within one year and must be completed within three years from date of approval.

For Department Use Only

Exhibits Attached
Exhibit "A" – GP Specials - 4 pages
Exhibit "B" – Vicinity Map and Sign Locations - 4 sheets
Exhibit "C" – TMC Requirements - 1 sheet
Exhibit "D" – Traffic Control Plans - 2 sheets

Department Approval

By: **Dale Severson, P.E.**

Dale Severson, PE Digitally signed by Dale Severson, PE Date: 2020.10.20 14:51:29 -07'00'

Title: **Development Services Engineer**

Date: _____

Expiration Date: **00/00/0000**

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 that has been disturbed, removed, destroyed, or reset, and shall restore the 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 26 – 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 or functionality will not be altered or damaged. Should the Permit Holder alter or damage the appearance of WSDOT-owned highway right-of-way vegetation and landscaping without WSDOT's prior written approval, the Permit Holder is subject 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 DEFIENCIES

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 26 - 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 26 - 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 mutual 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.

EXHIBIT "A"

Washington State Department of Transportation

Special Provisions

These Special Provisions, in no way, relieve the responsibility of the Permit Holder or their authorized agents, contractor's, subcontractor's and employees (hereinafter called the Permit Holder) to meet the requirements of, but not limited to, WSDOT Standard Specifications and Standard Plans.

Applicable provisions are denoted by (☑)

☑ **1. WSDOT REPRESENTATIVE** ***(Applicable to All Projects)***

No Work under this Permit shall be performed until the PERMIT HOLDER is authorized in writhing by letter or by email to begin Work, by the following WSDOT Representative:

NAME: Connie Rae and Nate Bergeman

TITLE: Area 3 Maintenance Superintendent and Assistant Superintendent, respectively

ADDRESS: 1707 South C Street WA

CITY: Port Angeles

STATE: WA ZIP CODE: 98363-7456

PHONE: 360-565-0685 CELL:

EMAIL: Raec@wsdot.wa.gov & Bergemn@wsdot.wa.gov

☑ **2. PRE-CONSTRUCTION CONFERENCE.** *(Applicable to ALL Projects)*

Prior to the beginning of construction, a Pre-Construction Conference shall be held at which WSDOT Representative, the Permit Holder Representative(s), and Permit Holder's contractor shall be present.

☑ **3. INSPECTION.** *(Applicable to ALL Projects)*

Upon completion of work, the Permit Holder shall request a Preliminary Final Inspection for Conditional Acceptance and Conditional Approval by WSDOT.

☐ **4. UNSUITABLE MATERIALS.** *(Applicable to ALL Projects)*

If determined necessary by WSDOT, unsuitable, hazardous, or contaminated materials encountered during any excavation shall be removed and replaced to the satisfaction of WSDOT at the Permit Holder 's expense. The replacement material shall be free-draining and granular, or other materials as determined by WSDOT's Construction Representative in accordance with the Standard Specifications.

☐ **5. LANDSCAPING ON STATE RIGHT-OF-WAY** *(Applicable to Counties and Limited Access in All Cities)*

- **PLANTINGS.**
  If the Permit Holder desires to plant and/or cultivate any shrubs, trees, hedges, or other domestic or native ornamental growth on WSDOT owned highway right-of-way that is more extensive than regular WSDOT vegetation, the Permit Holder shall obtain a Roadside Vegetation Permit (DOT Form 220-018) from WSDOT for the maintenance of the plantings.
- **IRRIGATION SYSTEMS.**
  If the Permit Holder desires to install an irrigation system, the Permit Holder may be required to obtain additional approval. The Permit Holder shall be responsible for water and electrical costs.

☑ **6.TRAFFIC CONTROL PLAN** *(Applicable to all City Projects within Limited Access Areas and/or City Projects within Managed Access Areas involving WSDOT maintained Traffic Signals, Freeway Ramps, or Ferry Traffic. Applicable to all other City Projects when WSDOT assistance is requested by the City. Applicable to all County Projects)*

Prior to construction and/or maintenance of this facility, the Permit Holder shall submit Traffic Control Plans to WSDOT for Review and Approval at least ten (10) days in advance of the time that signing and other traffic control devices will be required. These TCP's shall be in compliance with The Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways – Part 6 (Temporary Traffic Control) https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part6.pdf and Washington modifications thereto. All TCP's shall be site specific, unless allowed otherwise by WSDOT.

The primary function of work zone traffic control is to allow vehicles, cyclists, and pedestrians to move safely and easily through or around work areas while still allowing for safe and efficient work operations to be conducted. Effective temporary traffic control enhances traffic safety and efficiency. Drivers and pedestrians need to be guided in a clear and positive manner while approaching and navigating temporary traffic control zones.

- **MODIFICATION, REVOCATION, OR SUSPENSION OF APPROVED TRAFFIC CONTROL PLANS**
  WSDOT reserves the right to modify or revoke any Traffic Control Plan at any time due to unexpected emergencies or safety and operational problems for the traveling public. All costs and time delays associated with modification or revocation shall be borne by the Permit Holder. WSDOT shall in no way be held liable for any delays, costs, or other damages to the Permit Holder by reason of any such WSDOT action.
- **PERMITTED HOURS FOR LANE CLOSURES / WSDOT NOTIFICATION**
  The working hours within WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction 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 WSDOT. Five (5) working days notification shall be given to WSDOT's Representative prior to any lane closure.
- **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 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 employee's 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.

☑ **7. WORKER VISIBILITY** *(Applicable to Counties and Limited Access in All Cities)*

- **FLAGGER APPAREL**
  Traffic Control Supervisors, Flaggers, Spotters, and others performing Traffic Control Labor of any kind shall comply with the following: (1) During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ ISEA 107-2010 Class 2 or 3 vest or jacket, and hardhat meeting the high-visibility headwear requirements of WAC 296-155-305; and (2) During hours of darkness (½ hour before sunset to ½ hour after sunrise) or other low visibility conditions (snow, rain, fog, etc.), workers shall wear a high-visibility ANSI/ISEA 107-2010 Class 2 or 3 vest or jacket, high-visibility lower garment meeting ANSI/ISEA 107-2010 Class E, and hardhat meeting the high-visibility headwear requirements of WAC 296-155-305.
- **APPAREL - OTHER CONTRACTOR PERSONNEL**
  The Permit Holder and/or the Contractor shall require all other personnel in WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction under their control (including Service Providers, Subcontractors, and lower tier Subcontractors) that are on foot in the work zone and are exposed to vehicle traffic or construction equipment to wear the high-visibility 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."

☐ **8. DIRECTIONAL BORING OPERATIONS** *(Applicable to Counties and Limited Access in All Cities)*

- To prevent loss of ground and settlement, or possible damage to overlying structures, pipe installation operations shall be conducted in such a manner that restricts the excavation of materials to only those materials that are physically displaced by the casing. The Permit Holder shall control the advance rate, monitor the volume of material excavated and adjust the advance rate, as required, to avoid loss of ground, over excavation, and surface heave.
- During the bore, the Permit Holder shall monitor and calculate the volume of the spoils quantities removed, taking in consideration the swelling factor for the material. This will be measured against the calculated volume of the casing to ensure over-excavation has not occurred.
- If caving or sloughing occurs the Permit Holder shall modify the construction method to prevent further sloughing or caving. The soil shall be stabilized and the void outside the pipe in the area of the caving shall be filled with grout or other approved material.

- The pipes shall be installed without damage to traveled lanes and shoulders, or other facilities above the pipe. Damage to existing facilities as a result of the Permit Holder's operations shall be repaired to the satisfaction of WSDOT at the Permit Holder's expense. The repair procedure shall be proposed by the Permit Holder and approved by WSDOT.
- Removal of material from the pipe by washing or sluicing will not be permitted.
- All concrete, steel, lumber, and other manmade materials shall be removed from the insertion and receiving pits. The pit backfill shall restore contours to the pre-existing condition.

☐ **9. CRANE BOOM WITHIN WSDOT RIGHT-OF-WAY.** *(Applicable to Counties and Limited Access in All Cities)*

This Permit provides the Permit Holder temporary use of WSDOT's airspace right of way; no permission is granted for use of WSDOT's right of way at the ground level.

Unloaded crane swings, including "weather vaning" will be permitted as shown in the Exhibits.

Crane load swings within thirty (30) feet of the paved edge of WSDOT highway right-of-way or ramps are prohibited and will be cause for immediate revocation of Permit.

No use other than operating or "weather vaning" one (1) construction tower-crane booms within WSDOT's airspace right of way is permitted without the prior written approval from WSDOT.

Signs, display lights, or advertising media/materials are not permitted unless they comply with Chapter 47.42 RCW and Chapter 468-66 WAC and are completely detailed on a separate plan sheet which requires specific prior written authorization by WSDOT. Advertising signs or banners shall not be allowed on any portion or parts of the cranes operating within WSDOT right-of-way.

☐ **10. CRANE OPERATIONS WITHIN WSDOT RIGHT OF WAY.** *(Applicable to Counties and Limited Access in All Cities)*

The Permit Holder shall:

- Comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force. The Permit Holder shall also secure all necessary permits and licenses for the use of WSDOT's right of way authorized by this Permit.
- Provide WSDOT with a crane safety and operations plan for approval and receive safety and operations plan approval from WSDOT prior to operating any crane within WSDOT's right-of-way. The plan shall:
  1) List how the Permit Holder will comply with applicable state and federal laws.
  2) Ensure that crane operators will not swing loads within thirty (30) feet of the paved edge of WSDOT highway or ramps.
  3) Designate the individual responsible to oversee and perform Permit Holder's crane operations and safety measures.
  4) Provide names and telephone contact numbers affording 24-hour, 7-day-a-week contact.
  5) Show any suitable crane "limit" switches installed and provide specific details describing how the Permit Holder will ensure compliance with the safety and operations plan.

The plan shall be submitted to WSDOT's Representative for written approval prior to the start of any Crane Operations. The plan shall:

- Designate a signal person and a safety officer to oversee crane operations. The officer, signal person or any construction person on-site shall have authority to stop the operation of the crane if a load appears that it will swing any closer than thirty (30) feet from the paved edge of WSDOT highway or ramps.
- Require a daily pre-lift meeting by the crane operator, signal person, and designated safety officer to discuss their operating plan prior to commencing daily crane operations.
- Ensure that the signal person shall remain in continuous sight of, or in direct communication with, the crane operator in accordance with WAC 296-155-5245.
- Provide a crane operations safety training program for all employees who will access the Permit Holder's construction site.
- Secure access to the project site to prevent unauthorized entry during non-operating hours and take steps to prevent unauthorized crane operation during non-operating hours, such as locking/disabling the crane operator's controls and disconnecting electrical power to the crane.
- Post emergency or after-hour contact telephone numbers on a WSDOT approved sign attached to State Highway right-of-way fence and a sign at the entrance to Permit Holder's construction site.
- Provide evidence of crane inspection certified by state/federal regulators as applicable.
- Ensure a minimum vertical crane boom clearance of eighty (80) feet as measured from the highest point of the roadway finished grade to the lowest point on the boom arm.

☐ **11. REMOVAL OF MONITORING WELLS.** *(Applicable to Counties and Limited Access in All Cities)*

In accordance with the timeline stated in WAC 173-160-151 the Permit Holder shall notify WSDOT Representative in writing at least five (5) days prior to the removal of any Wells to allow WSDOT staff to monitor and review said removal. The Permit Holder shall remove the Wells 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 the Permit Holder on the premises shall be removed by the Permit Holder at Permit Holder's expense in accordance to WAC 173-160 and the Permit Holder shall restore the premises to the original condition prior to Permit Holder's operations.

☐ **12. ADVERTISING SIGNS.** *(Applicable to Counties and Limited Access in All Cities)*

Any advertising adjacent to state highways must be in compliance with the Scenic Vistas Act of 1971, Chapter 47.42 RCW and Chapter 468-66 WAC. Violation of this section of the statutes will be sufficient cause for cancellation of this Permit. Advertising signs are allowed off State Highway right-of-way, subject to Local Codes and Regulations.

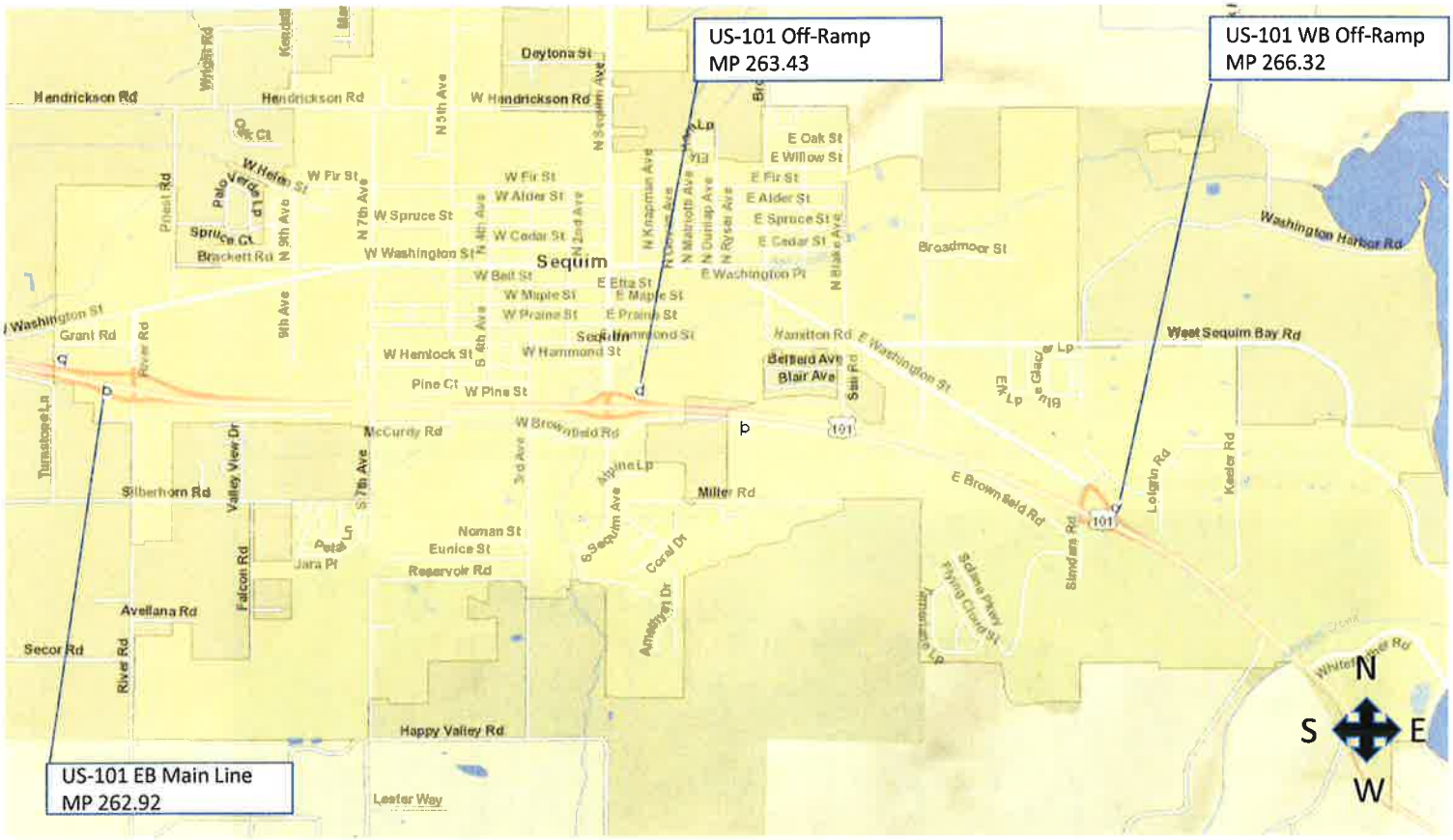
☐ **13. AS-BUILT CONSTRUCTION PLANS** *(Applicable on a case by case basis)*

The Permit Holder shall provide WSDOT representative(s), listed in Special Provision (1), with detailed as-built drawings within ninety (90) calendar days of Work completion, if the originally approved Permit construction plans have been revised during the course of construction or if WSDOT requires modifications.

☑ **14. FINAL INSPECTION** *(Applicable on a case by case basis)*

Upon completion of the Work, as proposed in Exhibit X - Plans, the Permit Holder shall notify WSDOT's representative, listed in Special Provision (1), in writing within ten (10) calendar days to obtain WSDOT's final inspection of the Work. Should WSDOT require any changes to the Work, Permit Holder agrees to make such modification as WSDOT deems necessary, in its sole discretion. Permit Holder shall make all such modifications at its sole cost and expense.

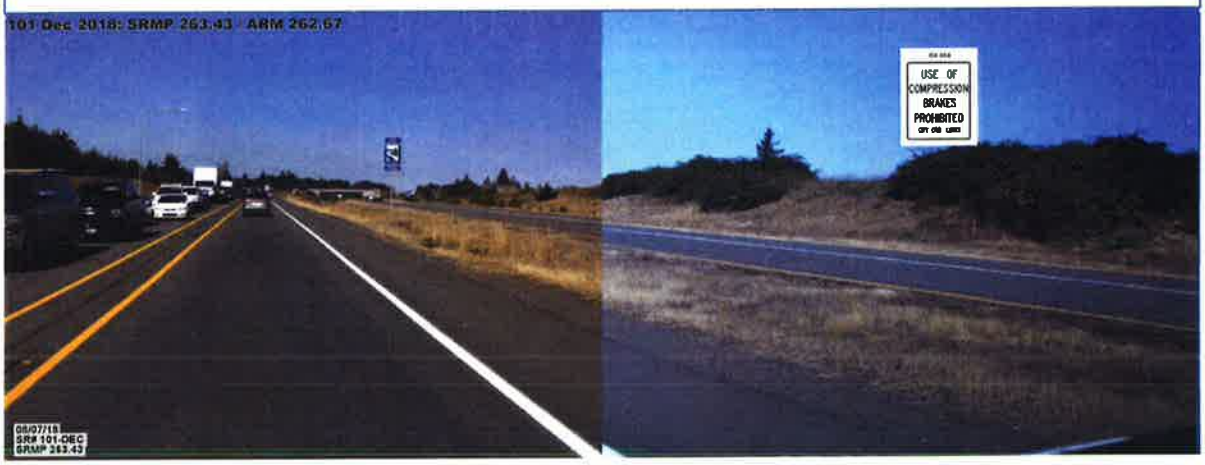
EXHIBIT "B"


US-101 Off-Ramp
MP 263.43
US-101 WB Off-Ramp
MP 266.32
US-101 EB Main Line
MP 262.92
Sequim
Hendrickson Rd
W Hendrickson Rd
Daytona St
W Fir St
E Fir St
W Alder St
E Alder St
W Spruce St
E Spruce St
W Cedar St
E Cedar St
W Washington St
E Washington Pl
W Bell St
E Bell St
W Maple St
E Maple St
W Prairie St
E Prairie St
W Hemlock St
W Hammond St
E Hammond St
W Pine St
Pine Ct
W Brownfield Rd
E Brown Seld Rd
Hamilton Rd
E Washington St
Belfield Ave
Blair Ave
West Sequim Bay Rd
Washington Harbor Rd
Broadmoor St
McCurdy Rd
Silberhorn Rd
Miller Rd
Noman St
Eunice St
Reservoir Rd
Avellana Rd
Secor Rd
Happy Valley Rd
Lester Way
Grant Rd
Priest Rd
River Rd
Falcon Rd
Valley View Dr
Tumstoget Ln
Alpine Lp
Coral Dr
Amethyst Dr
Simdars Rd
Leigrin Rd
Keeler Rd
Spruce Ct
Brackett Rd
Pato Verde Ct
Jara Pl
Petal Ct
N 9th Ave
N 7th Ave
N 5th Ave
N 4th Ave
N 2nd Ave
S 7th Ave
S 6th Ave
S 4th Ave
S 3rd Ave
S Sequim Ave
N Sequim Ave
N Knapman Ave
N Mathieu Ave
N Dunlap Ave
N Ryesel Ave
N Blake Ave
Sun Rd
Glacier Lp
Elk Lp
Blue Heron Lp
Tamarack Lp
Flying Cloud St
Solana Pkwy
101
N
S
E
W

US-101 EB Main line MP 262.92



US-101 WB Off-Ramp MP 263.43



US-101 WB Main Line MP 266.32



R4-604

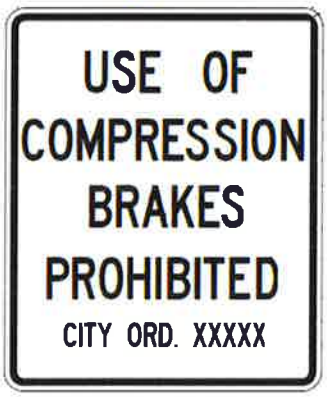


EXHIBIT "C"

Olympic Region Traffic Management Center (TMC) Requirements

The Olympic Region Traffic Management Center (TMC) is the central resource for tracking highway traffic activity reporting relative to all maintenance, construction, and other highway work activities that are or will be occurring in the Region. The TMC is staffed 24 hours a day seven days a week. Traffic impact activities to be called in and reported by the permit holder include, but are not limited to, the following:

- Any lane closure on a state highway.
- Any shoulder closure on a state highway in the more urban higher traffic volume areas.
- Any work activity of any kind on a state highway limited access freeway.
- Any work activity that may or does cause traffic delays or other distractions to the traveling public on a state highway.

The permit holder shall call the TMC at (253) 538-3300 each time a possible traffic impact activity is about to commence or occurs. The permit holder shall call the TMC 30 minutes in advance of the activity commencing, during the activity if conditions arose that initially did not require the call-in, and at the conclusion of any activity that was reported. Information that shall be provided to the TMC each time an activity begins shall include the following:

- Name of caller,
- State Route (SR) number,
- SR milepost if known, or other description adequately describing the location of the activity (e.g. nearest intersection),
- Brief description of the activity that is about to start,
- The expected duration of the activity that is about to occur,
- Permit number allowing the work,
- Contact names and phone number(s) that allow for direct communication between the TMC and the person(s) onsite that is/are in charge of the activity that is occurring.

Please note the TMC number listed above is to be used for official state business only, and is not a public number to be used for inquires or other reporting of activities on the state highway system. Call 911 for emergencies, or other activities such as reporting a disabled vehicle on the shoulder.

EXHIBIT "D"

SIGN SPACING = X (1)		
RURAL ROADS & URBAN ARTERIALS	35 MPH OR HIGHER	350 ft
RURAL ROADS URBAN ARTERIALS RESIDENTIAL & BUSINESS DISTRICTS	25 MPH OR HIGHER	250 ft
URBAN STREETS	30 MPH OR LESS	120 ft

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS
(2) THIS SPACING MAY BE REDUCED TO 100 FEET WHERE THE ROADWAY CONDITIONS

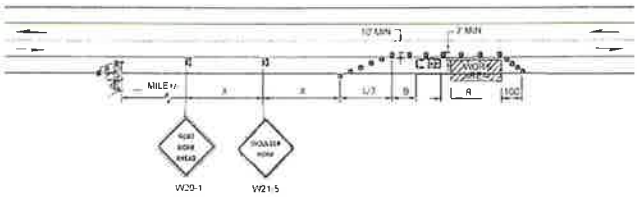
MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)										
SHOULDER WIDTH (ft)	Posted Speed (mph)									
	25	30	35	40	45	50	55	60	65	70
8	45	60	105	80						
10	45	60	105	80						

USE A 3 DEVICES TAPER FOR SHOULDERS LESS THEN 8

CHANNELIZATION DEVICE SPACING (feet)		
ADT	TAPER	TANGENT
1500	20	40
1500	20	40

BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (ft)	125	150	205	265	360	425	495	570	645	730
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R										
HOST VEHICLE WEIGHT 4,500 TO 26,000 lbs				HOST VEHICLE WEIGHT > 26,000 lbs						
< 45 MPH	45-55 MPH	> 55 MPH		< 45 MPH	45-55 MPH	> 55 MPH				
100	125	135		70	105	150				
PROTECTIVE VEHICLE (WORK VEHICLE) = R										
NO SPECIFIED DISTANCE REQUIRED										





APPROVED
[signature] 6/15/17
TRAFFIC ENGR

LEGEND

- ⊠ SIGN LOCATION - TEMPORARY MOUNT
- TRAFFIC CONES
- PROTECTIVE VEHICLE
- PCMS PORTABLE CHANGEABLE MESSAGE SIGN

SHOULDER CLOSURE - LOW SPEED (40 MPH OR LESS)

NOT TO SCALE

NOTES

1. SEE SPECIAL PROVISIONS "PUBLIC CONVENIENCE AND SAFETY - CONSTRUCTION UNDER TRAFFIC" FOR WORK HOUR RESTRICTIONS
2. PROTECTIVE VEHICLE MAY BE A WORK VEHICLE
3. THIS PLAN SHALL BE USED TO INSTALL AND REMOVE CLASS 1 SIGNS ONLY
4. ALL SIGNS SHALL BE 48"X48 BLACK ON ORANGE UNLESS OTHERWISE SHOWN

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CHECKED BY	
PROJ ENGR	
REGIONAL ADM	

REVISION	DATE	BY

PROJECT SHEET NO. 10 WASH
FED AID PROJ NO

Washington State Department of Transportation

Plot #

SIGN SPACING = X (1)		
FREEWAYS & EXPRESSWAYS	55 / 70 MPH	1500' ±
RURAL HIGHWAYS	50 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	350' ±

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS AND DRIVEWAYS.

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)										
SHOULDER WIDTH (feet)	Posted Speed (mph)									
	25	30	35	40	45	50	55	60	65	70
8'	40	40	60	90	120	120	150	150	150	150
10'	40	60	90	90	120	120	150	200	220	240

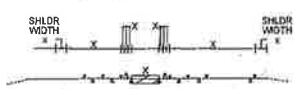
USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THEN 8'.

CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
55/70	40	80
35/45	30	60

BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730

TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R					
HOST VEHICLE WEIGHT 2,900 TO 22,000 lbs.			HOST VEHICLE WEIGHT > 22,000 lbs.		
< 45 MPH	45-55 MPH	> 55 MPH	< 45 MPH	45-55 MPH	> 55 MPH
100'	123'	172'	74'	100'	150'

PROTECTIVE VEHICLE (WORK VEHICLE) = R
NO SPECIFIED DISTANCE REQUIRED

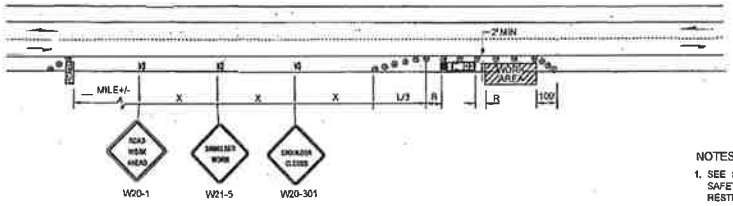


SECTION VIEW A-A

- PROPOSED TEMP PAVEMENT MARKING
- EXISTING PAVEMENT MARKING
- TEMPORARY CONCRETE BARRIER

PCMS	
1	2
SHOULDER CLOSED AHEAD	### MILES AHEAD
2.0 SEC	2.0 SEC

LOCATE AS SHOWN



APPROVED

TRAFFIC ENGR 8/15/17

LEGEND

- SIGN LOCATION - TEMPORARY MOUNT
- TRAFFIC CONES
- TRAFFIC SAFETY DRUMS
- TRANSPORTABLE ATTENUATOR
- PCMS PORTABLE CHANGEABLE MESSAGE SIGN

SHOULDER CLOSURE - HIGH SPEED

NOT TO SCALE

NOTES

1. SEE SPECIAL PROVISIONS : "PUBLIC CONVENIENCE AND SAFETY - CONSTRUCTION UNDER TRAFFIC" FOR WORK HOUR RESTRICTIONS.
2. PROTECTIVE VEHICLE - MAY BE A WORK VEHICLE.
3. NO ENCROACHMENT ON TRAVELED LANE. IF ENCROACHMENT IS NECESSARY, LANE SHALL BE CLOSED.
4. PCMS'S SHALL NOT BE PLACED IN GORES.
5. THIS PLAN SHALL BE USED TO INSTALL AND REMOVE CLASS A SIGNS ONLY.
6. ALL SIGNS SHALL BE 48"X48" BLACK ON ORANGE UNLESS OTHERWISE SHOWN.

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REVISION

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Washington State Department of Transportation

PLOT S