Utilities Manual

M 22-87

Washington State
Department of Transportation

Utilities Manual

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Washington State
Department of Transportation
Real Estate Services

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Foreword

This manual is intended to provide guidance in accommodating utilities within state right of way in a manner as to not interfere with the free and safe flow of traffic or other wise impair the highway visual quality. This manual also gives guidance in the preparation of utility agreement and utility service agreements.

Updating this manual is a continuing process and revisions will be issued as required.

Questions or suggestions for modifications should be addressed to the Headquarters Real Estate Services Office. Address orders for manuals to

Administrative and Engineering Publications
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1-1 General

Permits and franchises are issued for occupancy or use of highway right-of-way when the applicant does not have a property right.

.01 These documents and their definitions include:

a. **Utility Permit.** Granted to occupy the highway right-of-way for Utility facilities that cross the highway, make side connections to existing facilities, and/or utility installations that are 91.440 meters (300 feet) or less longitudinal to the highway.

b. **Utility Franchise.** Granted to occupy the highway right-of-way for Utility facilities that exceed 91.440 meters (300 feet) longitudinal to the highway.

c. **General Permit.** Granted to use the highway right-of-way for work incidental to the construction, safe operation, or maintenance of the highway facility, and temporary (maximum one year) use, i.e., geophysical testing, removing and replacing fencing, gaging stations, flow recorders, grading of the right-of-way, etc. — excluding utilities, railroads, access connections, and geometric changes or additions.

General permits issued for purposes inconsistent with RCW 4.24.115, which pertains to indemnification clauses, will require the addition of the following as shown in bold italic text to General Provision 1: …(b) the Grantee or Grantee's agents or employees, ***and involves these actions covered by RCW 4.24.115,*** this indemnity provision…

This means that the above bold italic text is required when the permitted work is not relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate.

Only if it is certain the work is unrelated to the above shall the text in bold italics be omitted, otherwise include it.

When deemed necessary to include the text in bold, provide a special provision that supersedes General Provision along with a re-write of the general with the additional text.

(1)RCW 47.12.140(2) authorizes the department, at its discretion, to issue permits for removing specified quantities of standing or downed trees and shrubs, rock, sand, gravel, or soils which have no in place market value.

Attach special provisions to the permit which provide conditions and/or regulations pertinent to the work to be performed.

Include the following statement on the face of each permit issued under this section and certified to by the permittee.

"I hereby certify that the materials to be removed as described within this permit will be used by myself for personal use and will not be disposed of to any other person." The fee for a General Permit issued under this section is $2.50.

(2) RCW 47.40.300 authorizes the department to issue permits for planting and/or maintenance of landscaping upon right-of-way. The permit must address access and maintenance responsibility, and include a landscape plan. However, if an applicant intends to landscape the right-of-way for mitigation purposes, such as to meet local zoning (open space/landscape) requirements; or intends to occupy or use the area for other than plantings, (e.g., parking, recreational uses, storage, etc.) an airspace lease is required, not a General permit. Contact the Headquarters Utilities Section when a question arises as to the appropriate document needed to cover the intended use (General Permit vs. Airspace Lease).

d. **Other documents.** For reference only, other documents that grant privilege to use the states' right-of-way are:

(1) **Airspace Lease.** An airspace lease is granted to occupy and use right-of-way for a nonhighway purpose, excluding utilities and railroads, if the purpose is for private or individual benefit, has a relatively high or frequent occupancy rate, or has a duration longer than one year. An airspace lease may be written for a highway purpose when it is appropriate or necessary to recover rental costs for use of the right-of-way, or when some assurance of permanence is mutually desirable. An airspace lease is required when an adjacent landowner proposes to use the right-of-way for landscaping to meet local zoning (e.g., open space/landscaping) requirements. An airspace lease is also required to use or occupy right-of-way for facilities such as; parking, storage, miscellaneous encroachments, recreational purposes, etc., even if these are incidental to leases for landscaping.

(2) **Construction and Maintenance Agreement.** A construction and maintenance agreement is issued to use the right-of-way for highway purposes involving a structure or appurtenance that cannot readily be removed from the right-of-way and/or where the construction affects permanent traffic patterns, excluding access connections (e.g., bridges, retaining walls, grade intersections, street widening, channelization, etc.). Prepare a Construction and Maintenance Agreement in accordance with Chapter 4 of this manual.

(3) **Access Connection Permits.** A permit issued for driveways, turnouts, or other means of providing for the right of access to or from controlled access facilities on the state highway system. Reference RCW 47.50.

.02 The policies governing Utility Permits and Franchises include:

a. Washington Department of Transportation Laws, Chapter 47.44 RCW "Franchises on State Highways."

b. Washington Administrative Code, Chapter 468-34 Utility Lines —Franchises and Permits. Chapter 468-34 WAC has been included in department publication M 22-86, "Utilities Accommodation Policy."

c. See Appendix 5, Control Zone Guidelines.

d. Utility facilities within incorporated cities and towns on nonlimited access controlled highways are issued and maintained under local jurisdiction (RCW 47.24.020).

e. Chapter 19.122 RCW "Underground Utilities," provides that a notice of excavation be given to owners of underground facilities.

f. 23 CFR 645B"Accommodation of Utilities (formerly FHPM 6-6-3-2)," Appendix 4, Subsection 2.

1-2 Approval Authority

The granting of franchises, permits and related items shall be delegated in accordance with the following:

.01 Headquarters State Design Engineer

a. Executes blanket bonds covering permit and franchise installations, (further delegation is authorized to the Headquarters Right-of-Way Accommodations Engineer.)

b. Executes General Permits not specifically delegated to the Regional Administrators under Section 1-2.02(k), (further delegation is authorized to the Headquarters Right-of-Way Accommodations Engineer.)

c. Executes Utility Permit and Franchise documents not specifically delegated to the Regional Administrators under Sections 1-2.02 a-g (further delegation is authorized to the Headquarters Utilities Engineer.)

d. Executes uncased crossings in accordance with WAC 468-34-210 not specifically delegated to the Regional Administrator (further delegation is authorized to the Headquarters Utilities Engineer.)

.02 Regional Administrator

Further delegation is authorized by the Regional Administrator to all staff reporting to the Regional Administrator, provided the delegation is in writing from the Regional Administrator and does not exceed the various levels of authorization for each of the following:

a. Executes Utility Permits and Franchise documents within modified, partial, and nonlimited access controlled highways, and those areas outside the access control limits of any limited access highway. (Further delegation is authorized to the Regional Utilities Engineer.)

b. Executes documents for non-longitudinal facilities within fully controlled limited access highways.

c. Executes uncased crossings within non-limited access controlled highways in accordance with WAC 468-34-210 (3)(a) (trench construction only), (3)(b), (3)(c), and WAC 468-34-230.

d. Executes Utility Permits and Franchise documents that contain open cuts of all state roadways except interstate.

e. Executes Utility Permits and Franchise documents that contain open cuts of a non-state highway grade intersection between the outside edge of a state highway shoulder to the state right-of-way line (further delegation is authorized to the Regional Utilities Engineer.)

f. Executes Utility Permit and Franchise documents that contain overhead installations within Scenic Classes AX, BX, C, and D. (further delegation is authorized to the Regional Utilities Engineer.)

g. Executes control zone objects that comply with the 5/15 rule (further delegation authorized to Regional Utilities Engineer.)

The above sections a-g must meet the following criteria as applicable:

(1) Installation is in accordance with department policy

(2) An objection to the installation has not been filed by a third party

(3) No dispute exists between the department and the applicant with respect to the acceptability of the proposed installation

(4) Facilities have been constructed and/or relocated by an Headquarters approved utility agreement

(5) Access plan revision has been approved for routine maintenance of the utility facilities

(6) A utility service access road will not be constructed

(7) All above ground utility objects are classified as Location III Objects.

(8) All applicable information required by Sections 1-15 and 1-16 has been received and is acceptable

h. Executes Franchise Notice of Filing, see Section 1-7 (further delegation is authorized to the Regional Utilities Engineer.)

i. Executes Acceptance of Assignment for Franchises (further delegation is authorized to the Regional Utilities Engineer.)

j. Executes Individual Bonds for Permits and Franchises, see Section 1-8 (further delegation is authorized to the Regional Utilities Engineer.)

k. Executes General Permits that meet the following criteria (further delegation is authorized to those levels of appropriate staff:)

(1) Removal of specific quantities of material from department right-of-way as discussed in Section 1-1.01c(1)

(2) Planting and maintenance of landscape areas within limited access and nonlimited access as discussed in Section 1-1.01c(2)

(3) Other highway and nonhighway purposes within nonlimited access highways as discussed in Section 1-1.01d

1-3 Regional Processing

Upon receipt of a franchise or permit application, the following action is required by the Regional Utilities Section:

.01 Examine the application for completeness and ensure that all basic require ments, including legal and policy criteria, have been applied.

.02 Ensure that a field review, if required or desirable, has been made by the appropriate regional personnel. Scenic Class and Clear Zone criteria (Control Zone Guidelines) must be taken into consideration. See Attachment 1-2 of this chapter and Appendix 5, 6, and 7.

.03 Solicit review comments, from the various regional offices as appropriate, for acceptability of the proposed installation. These offices may include, but are not limited to, Operations, Project Development, and Real Estate Services.

.04 If required, prepare the franchise notice of filing and process as detailed in Section 1-7.

.05 Complete the Department's portion of the permit and franchise documents in accordance with the guidelines set forth in Section 1-6.

a. The Region retains a copy of documents they approve on file as the department's official record of action taken.

b. Documents requiring Headquarters approval are submitted to the Headquarters Utilities Section. The original and two copies of the permit or franchise are required. Sufficient copies of all support data, letters, maps, etc., must accompany the permit or franchise submittal.

.06 Maintain a system of records from which the approximate location and types of franchises and permits in force within the region can be readily determined.

Upon execution of a franchise or permit, whether it is a Region or Headquarters approval, the Region is responsible for updating the Utility Franchise and Permit (UFP) system in accordance with Section 1-6.03.

.07 See Attachment 1-1 of this chapter for franchise processing. Permit processing will vary slightly.

.08 See Appendix 6 for implementation of the Control Zone Guidelines.

.09 See Appendix 7 for instructions on Control Zone distance calculation.

1-4 Headquarters Processing

Upon receipt of a proposed franchise or permit from the Regional Utilities Engineer, the following action is required by the Headquarters Utilities Section:

.01 Review the proposed facility in accordance with established policy and procedures, and for accuracy and acceptability.

.02 Where applicable, submit the proposed franchise or permit to the following for review, comments, and acceptability:

a. Environmental and Engineering Service Center Branches:
   (1) Bridge and Structures
   (2) Design
   (3) Environmental
   (4) Real Estate Services
   (5) Traffic

b. Field Operations Support Service Center
   (1) Highway Maintenance
   (2) Materials Laboratory
   (3) Traffic

c. Federal Highway Administration (FHWA) — All variances within interstate. See Section 1-15.

.03 If a Franchise Notice of Filing is required, secure the affidavits of posting and publishing from the Regional Utilities office.

.04 Ensure acceptability from all applicable reviewers in Section 1-4.02, and prepare the franchise or permit for approval.

.05 Following approval, denial, or other action by Headquarters, notify the Regional Utilities Engineer. If approved, route the original to the Regional Utilities Engineer for final processing.

.06 Maintain a record of all franchises and permits approved by Headquarters.

.07 Perform compliance reviews of the Region's records. Compliance reviews will include an examination of 25 percent of each (franchise/permit), or a minimum of five each, whichever is greater, up to a maximum of 15 each for all regional approved franchises and amendments on limited and non-limited access highways, and utility permits on limited access highways. Documents will be selected randomly and will be reviewed for reasonable assurance of compliance with policy, procedures, and adequacy of records.

If compliance review findings indicate continuing procedural deficiencies within an individual region, the Region's approval authority may be rescinded.

1-5 Application Requirements

.01 An application for a utility permit or franchise shall include the following:

a. A completed application form (DOT Form 224-696 EF).
b. Application Fee. The application fee is an administrative cost for processing a utility permit or franchise. See WAC 468-34-020(1) for exceptions. The fees for utility installations must be consistent with WAC 468-34-020.
c. A completed Utility Facility Description (UFD), DOT Form 224-697 EF.
d. Additional information as requested (see Attachment 1-3 for instructions for completing the application and UFD).

.02 An application for a general permit shall include the following:

a. A completed application form (DOT Form 224-698 EF).
b. Application Fee. No fee, except when subject to RCW 47.12.140(2).
c. Additional information as requested (see Attachment 1-3 for instructions for completing the application).

1-6 Permit and Franchise Preparation

.01 **Standard Forms.** To maintain consistency statewide, permits, franchises, and related documents are prepared by the Region using the DOT Forms listed below:

224-696 EF	Application for Utility Permit or Franchise
224-697 EF	Utility Facility Description
224-697A EF	Utility Facility Description cont'd
224-698 EF	Application for General Permit
224-030 EF	Special Provisions for Permits and Franchises
224-713 EF	Special Provisions for Highway Encroachments
224-052 EF	General Provisions Applicable to United States Government Agencies
224-047 EF	General Notes and Design Criteria for Utility Installations to Existing Bridges
224-051 EF	Acceptance of Assignment
224-012 EF	Blanket Bond for Franchises and Permits
224-048 EF	Individual Bond for Franchise or Permit

.02 **Document Preparation.** The permit or franchise document constitutes a contract between the state and the applicant, therefore, the terms of a franchise or permit are binding on both the department and the franchise or permit holder. Ensure that all copies of franchises or permits, special provisions, and exhibits are

correct, legible and complete. See Attachment 1-3 for permit and franchise preparation instructions to complete application forms.

All exhibits considered a part of the franchise or permit, must be specifically referred to on the application.

The document, whether a permit or franchise, should distinguish between existing and proposed, and describe each separately. This can best be shown either on the exhibit map or Utility Facility Description form.

If the permit or franchise replaces, includes, supersedes, etc., other permits, franchises, and/or no record facilities (NR), list these incorporated documents and their corresponding numbers as a special provision in the newly issued permit or franchise.

> Example: The following list of Utility Permits and Franchises are considered cancelled by this franchise:
>
> | | |
> |---|---|
> | **Franchise** | 6169 |
> | **Franchise** | NR020 |
> | **Permit** | S-1992 |
> | **Permit** | 6033 |

The following will be required as an additional special provision for all new franchises, amendments, renewals, consolidations, and permits that include existing above ground utility objects:

> Any existing Location I and Location II utility objects will be mitigated in accordance with the Control Zone Guidelines.

Supersede general provision number 18 on DOT Form 224-696 EF with the above special provision ***only when no new construction or major reconstruction is being proposed***.

In other words:

- When the document has existing and proposed above ground facilities, maintain the general provision and add the new special provision to the document.
- If no new facilities are proposed, supersede the general provision with the above special provision.
- The new special provision is not required when the document contains only new proposed facilities or facilities to be installed as a result of the utility's proposed major reconstruction project.

a. **Utility Permit.** Utility Permits are issued using DOT Form 224-696 EF.

   A sample completed copy of the form is shown on Example 1-1. Number permits in accordance with the numbering system established by each region.

   Use the "Special Provisions for Permits and Franchises," DOT Form 224-030 EF, Example 1-3, to denote the applicable special provisions for the utility permit. Additional provisions may be included as necessary. (See Section 1-11 when permits and franchises are issued to U.S. Government Agencies.)

   An exhibit map showing the proposed facility(ies) may be required as a part of the permit document. See Example 1-6.

b. **Utility Franchise.** Utility Franchises are issued using DOT Form 224-696 EF. A sample completed copy of the form is shown on Example 1-2. When a utility

installation continues onto a different state route, spur, etc., a separate franchise is required.

The Region assigns franchise numbers as described below.

The franchise expiration period (date) on the franchise application is determined or assigned by the Region. Franchises are issued for a maximum period of 25 years from the date of document execution.

Use the "Special Provisions for Permits and Franchises," DOT Form 224-030 EF, Example 1-3, to denote the applicable special provisions for the utility franchise. Additional provisions may be included as necessary. (See Section 1-11 when permits and franchises are issued to U.S. Government Agencies.)

An exhibit map showing the facility(ies) covered by the franchise may be required as a part of the franchise document. See Example 1-6.

(1) Initial Franchise. Initial franchise numbers will begin, for each region, with the numbers shown below and continuing in sequence:

Northwest Region	10000
North Central Region	20000
Olympic Region	30000
Southwest Region	40000
South Central Region	50000
Eastern Region	60000

(2) Franchise Amendment. A Franchise Amendment is utilized to add, delete, or modify facilities authorized under the initial franchise. Use the number for the initial franchise plus the amendment number.

Examples: Franchise No. 4000 Amendment No. 2

Franchise Amendments expire on the expiration date of the initial franchise.

The Franchise Amendment may be described in one of three ways:

(a) Describe only the proposed facilities. This method is acceptable if the Region can substantiate that the existing facilities, within the amendment limits, are appropriately covered by existing franchises and/or permits.

(b) Describe both existing and proposed facilities within the amendment limits. The description should include all of the Utilities existing facilities within the limits of the amendment. (This option should be used when existing facilities will be removed.)

(c) Existing facilities included in the new amendment should contain a special provision superseding them from the franchise under which they were previously approved.

(d) Existing facilities that are inactive or unused should be designated as "Deactivated Facilities."

(3) Franchise Renewal. A Franchise Renewal is used to cover facilities that were issued under a franchise that is at, or near, its expiration date. The renewal should include all amendments to the initial franchise. Permits, and no record facilities, may be included in the franchise renewal if they are within the limits of the initial franchise and its amendments. Facilities covered by other franchises cannot be included in the franchise renewal.

Use the initial franchise number followed by the word RENEWAL. All subsequent amendments to the renewal shall include either "RENEWAL" or the letter "R" in the franchise number.

Examples: Franchise No. 30069 RENEWAL

Franchise No. 30069 R, Amendment No. 1

(4) Franchise Consolidation. Franchise consolidation is optional at the discretion of the Utility. Consolidation should be recommended to the Utility as a means of cleaning up numerous franchises and permits within a specific section of highway. If consolidation between designated limits is selected, the following procedures must be used:

All of the Utility's facilities between the designated limits must be included in the consolidation. The covered facilities, both existing and proposed, must be described (preferably on the exhibit) as to size, location and type. The burden for gathering the information rests with the Utility.

New construction, subsequent to a consolidated franchise being issued, requires an amendment to the consolidated franchise.

A franchise consolidation is numbered by assigning a new number as described under Initial Franchises above (Section 1-6.02(b)1) and include the word CONSOLIDATION as part of the number. Subsequent amendments to the Consolidation need only the capital letter "C" as part of the number.

Examples: Franchise No. 10002 CONSOLIDATION

Franchise No. 10002 C, Amendment No. 1

The expiration date of the consolidated franchise will be 25 years from the date of issuance, except that any existing special provisions consistent with the Scenic Enhancement section of the Utilities Accommodation Policy shall also be made a part of the consolidated franchise. Consolidated franchises shall therefore, incorporate special provisions for existing milepost limits and existing expiration dates for Scenic Classes "A," "B," "AX" and "BX." For example, a Special Provision in the consolidated franchise might read:

> (x) 30. The Utility agrees to construct an underground facility as replacement of the aerial lines covered by this franchise, between milepost 27.00 and 27.80, in Scenic Class "A" and "B," as defined on attached Exhibit "C," at the time of major reconstruction of the line, for that portion of line to be reconstructed, or prior to August 19, 1999 (e.g., the expiration date of the previously issued franchise).

A consolidated franchise should not extend beyond the limits of an individual state route within a Region. Exception would be when jurisdictional control for a section of roadway outside of the Region is granted by the adjacent Region.

Include a list of the franchises (including no record facilities) and permits superseded by the consolidated franchise as a special provision in the new franchise.

See Section 1-6.02b(2) for amendment procedures.

c. **General Permit.** DOT Form 224-698 EF, is completed using a format similar to the sample completed form shown on Example 1-4: The "Special Provisions for Highway Encroachments," DOT Form 224-713 EF, Example 1-5, will be used to denote the applicable provisions for general permits. Additional provisions may be included as necessary. (See Section 1-11 when permits and franchises are issued to U.S. Government Agencies.)

d. **Utility Facility Descriptions.** Information concerning permit and franchise descriptions is included below:

It is not necessary to include legal descriptions for each section of the facility, only the beginning and ending points. Reference DOT Form 224-697 EF.

Continuance of the facility can be further described using DOT Form 224-697A. See pages 12-17 in Attachment 1-3 of this chapter for instructions and examples.

Aerial photo strip maps or the applicant's plans may be used as an exhibit if they better portray the location of the proposed installation, however, verify that the proposed installation is within state owned property.

The exhibit should show distances to the Utility's installation from the R/W line, centerline (R/W or roadway), or other definable reference point.

Distances shall be calculated measurements, not scaled. All references from R/W should also include R/W width from centerline of R/W. If the plan contains a construction centerline and a R/W centerline, both centerlines must be uniquely identified.

e. **Exhibit Maps for Permits and Franchises.** The following are requirements for completion of the exhibit map:

Show permit or franchise installations on official right-of-way Plans when possible. This is particularly important for proposals on limited access highways. When using both R/W and L/A Plans, show the proposal on the L/A plans.

When access revisions are required, the revised access plan(s) may be attached as a separate exhibit when approved. This will save transposing the franchise/permit information to the revised access plan(s), enabling reviews to be concurrent with the plan revision request. See Figure 1-1 for access revision requirements for maintenance.

Aerial photo strip maps or the applicant's plans may be used as an exhibit if they better portray the location of the proposed installation, however, identify that the rights granted to the Utility for the proposed installation are within the limits of the Department's right-of-way.

The map exhibit should show distances to the applicant's installation from the R/W line, centerline (R/W or roadway), or other definable reference point. Distances shall be calculated measurements, not scaled. All references from R/W should also include R/W width from centerline of R/W. If the plan contains a construction centerline and a R/W centerline, both centerlines must be uniquely identified.

Map exhibits should include the following minimum information:

- Milepost:

  At least one on each page, preferably two.

  Provide milepost for multiple pages.

  At changes in offset distance or facility type.

  At major crossings and side connections.

  Facilities such as manholes, vaults, valves, junction boxes, and buried side connections, etc. may be itemized on the description exhibit in lieu of showing them on the map exhibit. Include item, MP, distance and left or right.
- Typical crossing detail when buried or aerial crossings are involved.

- Typical cross section.

f. **Additional Exhibits.** Attachments to a permit or franchise are not limited to the special provisions, description and location. If the Utility has submitted plans, work drawings or sketches showing method of installation and/or other pertinent information they may be made an exhibit or the information incorporated into another exhibit, provided they are consistent with Department policies. The permit or franchise is the only official document, therefore, any sketches, drawings, or plans that are not included as exhibits are not binding on the State or the Utility. Additional exhibits should be included as necessary to clearly define the applicant's installation. Three situations requiring expanded information include:

Bridge Attachments or excavations in the vicinity of structures. See Section 1-17.

Storm drainage facilities and connections. See Section 1-18.

Blasting and/or ripping within the right-of-way. See Section 1-20.01.

.03 **Utility Franchise and Permit System.** Updating and maintaining the Utility Franchise Permit System (UFPS) file is the Regions' responsibility. Contact the Headquarters Utilities Section when system maintenance is required.

a. Updating the UFPS file should follow soon after franchise or permit approval. See the Utility Franchise and Permit User Manual for coding instructions.

b. The Franchise Holder Table is maintained by the Headquarters Utilities Section. Contact the Headquarters Utilities Section when a new franchise holder name is required. The following are circumstances which cause the need for a new holder name:

- Franchise by new Utility.
- Existing Utility changed name.
- Assignment of Franchise to a new Utility.

1-7 Franchise Notice of Filing

WAC 468-34-030 identifies the requirements for the need for franchise hearing or hearing opportunity. See Example 1-7 for typical Notice of Filing format and letters.

A Notice of Filing is required for each county in which the proposed facility will be located. The department shall cause notice of filing in accordance with Chapter 468-34-050 WAC.

Normal procedure is to send a copy to the primary newspaper that publishes legal notices for the county. A minimum of 14 days must elapse from the last date of publishing the notice, before the franchise can be approved. Franchises requiring the Notice of Filing are not to be approved until the appropriate Affidavit of Publishing is received from the newspaper.

Franchises requiring Headquarters approval will require copies of affidavits. It is important to note that some newspapers will not supply the Affidavit until they receive payment for publishing the legal notice. In order to avoid any delays in the approval process, the utility should be made aware of the newspapers payment requirements.

1-8 Bond Requirements

Bond requirements are contained in Chapter 468-34-020 WAC:

> Before any construction work is started, a surety bond in an amount required by the Department, but not less than $1,000, written by a surety company authorized to do business in the state of Washington, may be required by the Department to ensure completion of construction, including the restoration of surfacing, slopes, slope treatment, top soil, landscape treatment, drainage facilities and cleanup of right-of-way for a period ending not more than one year after the date of completion, except the applicant shall be required to maintain an individual bond for a period of two years after date of completion where the utility facility disturbs the traveled lanes or usable shoulder. A blanket surety bond may be maintained covering multiple franchises or permits in lieu of individual bonds at the Department's discretion. A blanket surety bond shall be in an amount of not less than $10,000.

.01 Surety bonds for permits and franchises are no longer mandatory. The Region, at its option, may require or waive the bond requirements for a specific permit or franchise. Waiving the bond requirement should be based, at least in part, on:

- The applicants past cooperation, previous installation experience, and quality of work.
- Type and extent of facilities proposed under the permit or franchise. As an example, geophysical surveys/testing involving vibratory, explosive or other types of potentially hazardous testing should require a minimum $10,000 bond.

.02 Bonds, if required, are prepared and executed in the following manner:

a. Individual Bond ($1,000 minimum).

   Upon signatures by the Principal, Surety and Department, one copy along with notification in writing of the bond's acceptance will be returned to the Principal. The original bond will be filed and maintained by the Region.

b. Blanket Bond ($10,000 minimum).

   Upon signatures by the Principal and Surety, the Region will transmit the original bond to the Headquarters Utilities Section for approval. Two copies of the approved bond will be transmitted back to the Region, whereby the Region will send one copy along with notification in writing of the bond's acceptance to the Principal. The original bond will be filed and maintained by the Headquarters Utilities Section. All other interested Regional Utilities Engineers will be forwarded a copy by Headquarters.

   The Surety Company may desire to use their own form. This is acceptable if the form includes the same information and conditions as the Department forms. The non-cancellation and Department release must be a part of all bonds.

.03 See the following Department bond forms:

Example 1-8 Individual Bond, DOT Form 224-048 EF

Example 1-9 Blanket Bond, DOT Form 224-012 EF

.04 Assignment of Escrow Account, Example 1-10, may be used in lieu of an individual or blanket bond. The escrow amount shall be consistent with the minimum dollar amounts required by the bonds they replace. A fully executed copy of the Assignment of Escrow Account, when used as a substitute for a blanket bond, will be furnished to the Headquarters Utilities Section.

.05 The following is a sample special provision that may substitute as a surety bond requirement for a city or county:

> In lieu of a surety bond to ensure compliance with the terms and conditions of this (franchise/permit), the (city/county), agrees that the state may effect reimbursement of the amount necessary to restore the highway from the monthly fuel tax allotments which the (city/county) is normally entitled to receive from the Motor Vehicle Fund, and in accordance with (RCW 47.08.090/RCW 47.08.080).

1-9 Preconstruction Conference

When required by the special provisions, the Utility schedules a preconstruction conference prior to any work being performed. The preconstruction conference should be attended by the necessary personnel to assure compliance with the terms and provisions of the franchise or permit. The meeting should be held at the site of the work.

1-10 Inspection

Inspection is performed by the Region, as necessary, to ensure compliance with the terms and special conditions of the franchise or permit and to ensure traffic control plans are followed. The Region, at their discretion, may impose additional charges to cover actual inspection expenses.

1-11 U.S. Government Agencies

Permits and franchises issued to United States Government Agencies are prepared and processed, without charge, in the same manner as other permits and franchises, except the back of the permit or franchise form is left blank and the "General Provisions Applicable to United States Government Agencies," Example 1-11, is attached and made a part of the permit or franchise. Special Provisions for Permits and Franchises or Special Provisions for Highway Encroachments are also required for U.S. Government Agency permits and franchises.

1-12 Acceptance of Assignment

The Acceptance of Assignment form, Example 1-12, must be completed in duplicate by both parties to the assignment. A name change caused by new ownership or change in corporate structure requires an Acceptance of Assignment, whereas a name change only would not. The fee covers one franchise and all subsequent amendments, provided legal entity is the same. Multiple franchises and their subsequent amendments may be included as an attachment to the Acceptance of Assignment form. The regions will require assignments for only those franchised facilities within their regional jurisdictions.

The Acceptance of Assignment is approved by the Region and a copy of the assignment forwarded to the Headquarters Utilities Section, if the franchise was approved by Headquarters.

1-13 Advance Authorization

The Region may extend, to the Utility or Grantee, the right to place their facility within the state's right-of-way prior to formal approval of a permit or franchise if:

The Utility has requested and exhibited a need for advance authorization. An application has been received from the Utility. The permit or franchise document

that will ultimately cover the proposed installation is within the Region's approval authority.

The Region can conclude a favorable recommendation as a result of the review comments by the appropriate Regional level parties supporting the granting of the permit/franchise, or the approving authority has documented his/her conclusions supporting the decision to grant the permit/franchise in the event there are conflicting recommendations by various reviewing parties at the Regional level.

The Utility agrees in writing to remove their facility at their expense, if the Department should reject the application. Satisfactory written acceptance or endorsement as exemplified in Example 1-13, shall be obtained prior to the Utility exercising its Advance Authorization.

.01 Category 4 utility installations are exempt from the above rules. See Attachment 1-3, pages 10 and 11.

.02 Advance authorization for permits and franchises and/or access revisions must be given by the delegated approval authority. Sufficient information about the proposed installation must be provided for review. The Region shall maintain written documentation of all approvals. In a timely manner and subsequent to the advance authorization, the Region shall process the necessary permit in accordance with this manual.

1-14 Justification Procedures

When required, the applicant must provide adequate justification. All permit and franchise applications should consider whether or not the proposed utility facility will adversely affect the design construction, stability, traffic safety, appearance, and operation of the highway. Other requirements are as follows:

.01 **Longitudinal installation outside the roadway within a limited access controlled highway.**

Items to be furnished and/or addressed:

- Extremely difficult — problems encountered with installation: rock outcroppings, water, large trees, inaccessibility, etc.
- Unreasonably costly — cost of the extreme case (within L/A) vs. cost outside the L/A control (frontage road, private easement, etc.).
- Will the installation as described by this franchise or permit adversely affect the design, construction, stability, traffic safety, and operation of the highway?
- Is routine maintenance necessary? If so, can the utility be maintained without access from the through traffic roadways or ramps? Any applicable special provision pertaining to routine maintenance should be included.
- Describe alternates and basis for selecting the proposed installation versus the alternates.
- Other locations are extremely difficult and unreasonably costly to the utility consumer, e.g., terrain conditions, cost breakdown, etc.
- Is any construction proposed in the six-year program for this section of highway? If so, what effect will the new utility installation have on the proposed construction?

- Include pictures and typical cross-sections. Cross-sections must include the locations of existing and proposed utilities with reference to centerline and edge of pavement.
- Any additional information that would support the application request.

.02 **Aerial installation within a section of highway designated as scenic class "A" or "B."** Justification is required where aerial facilities are nonexistent within the right-of-way or attachment to an existing above ground facility would have an adverse effect on maintenance, appearance, or operation of the highway. A discussion on scenic classification is included in Section 1-16.

Items to be furnished and/or addressed:

- Installation in alternate location outside right-of-way is extremely difficult, problems of installation, and/or unreasonably costly — provide cost comparison.
- Underground installation not technically feasible (e.g., power line voltage in excess of 35 KV) or is unreasonably costly — provide cost comparison.
- Describe alternates and basis for selecting the proposed installation versus the alternates.
- Type of construction — trim line poles, short cross arms, low visibility, etc.
- Location of pole line — in trees, above or below roadway/viewing plane, on the side with the least scenic view.
- Will the installation as described by this franchise have an adverse effect on the structural integrity, maintenance, appearance or operation of the highway?
- Is this section of highway scheduled for reconstruction or paving? If so, provide schedule of State and Utility work.
- Is any construction proposed in the six-year program for this section of highway? If so, what effect will the new utility installation have on the proposed construction?
- Include pictures and typical cross-sections. Include cross-sections at the locations of existing and proposed utilities with reference to centerline, edge of traveled lane and edge of pavement.

.03 **Location I and II Objects Compliance** The Control Zone Guidelines, (Appendix 5) and Attachment 1-2 of this chapter, requires new placement or adjustment of existing Location I and II Objects meeting the following:

a. Objectives

(1) Locate all utility objects outside the control zone.

(2) If compliance with objective 1 is not possible, correct the object with the use of an acceptable alternative measure.

(3) If compliance with objectives 1 and 2 is not possible, individual Location I Objects may be granted, provided the request can be justified by the utility. Location II Objects may be reclassified to Location III Objects provided the reclassification request can be justified by the utility.

The Utility will adjust Location I and II Objects to comply with objectives 1 and 2, however, certain conditions may make it impractical to comply with the maximum control zone.

In these situations, Location I approvals or Location II reclassification, as appropriate, may be granted to allow utility objects to remain or be installed within the control zone. No consideration of Location I approvals will be given until all counter measures have been investigated and determined not feasible.

b. To be considered for a Location I approval the Utility must submit a Location I approval request with justification, presented in an engineering analysis. When an object is under joint ownership, the request must be submitted jointly by the owners. Refer also to Utility Above-Ground Location I Objects in Appendix 6.

The engineering analysis must include, as a minimum, the following support data:

(1) Reasons why Location I Objects can not be located outside the control zone include:

(a) Evidence that installation, in an alternate location outside the control zone or right-of-way, is extremely difficult because of installation problems and/or is unreasonably costly (show a detailed cost comparison). Describe alternatives that were considered.

(b) Pictures and typical cross sections. Cross sections must include location of proposed and existing utility objects with reference to the edge of traveled way.

(2) Reasons why Location I Objects can not be corrected with the use of alternative measure include:

(a) Locating on private easement outside the highway right-of-way.

(b) Placing utility facility underground.

(c) Reducing the number of utility objects through joint use, increased span length and/or placing utility objects on only one side of the road.

(d) Increasing the lateral offset of utility objects from the edge of traveled way.

(e) Mitigating utility objects by:

1) Locating to an inaccessible area, such as toward the top or on the top of cut slopes.

2) Installing protective devices, such as a berm, guardrails, traffic barriers, or impact attenuators.

3) Using a breakaway design.

(c). Reclassification

To be considered for a Location II reclassification the utility must submit a request for a reclassification (with justification the same as for a Location I approval, see above), and “Cost Effectiveness Selection Procedure” data. When an object is under joint ownership, the request must be submitted jointly by the owners. Refer to Appendix A of the 2002 AASHTO Roadside Design Guide for Cost Effectiveness Selection Procedure. Use software from the guide titled “Roadside 5.0.” Refer also to Utility Above-Ground Location II Objects in Appendix 6, and the 5/15 Rule conditions that may modify the above reclassification requirements.

1-15 Variances From Department Policy

.01 **Open cuts of State roadways.** The proposed installation could be longitudinal, or a crossing of the roadway. Open cut requirements are further defined in Section 1-19.

Items to be furnished and/or addressed:

- Reason why it would be extremely difficult to bore, auger, jack, etc.
- If bore, auger, or jacking operation attempt failed, identify equipment availability and/or cost feasibility to make a successful crossing under the roadway.
- Reason why the location is critical to the alignment of the facility.
- Alternates where alignment is not a critical factor.
- Impacts on traffic/pedestrian movements.
- Pictures and typical cross-sections. Cross-sections to include location of existing and proposed utilities with reference to centerline, edge of traveled lane and edge of pavement.
- Width and surfacing material of the traveled lanes and shoulders.
- Any additional information that would support the application request

Regional Considerations

- Is there a need for a Notice of Filing?
- Would the proposal have an adverse effect on the structural integrity, maintenance, appearance, or operation of the highway?
- Will the location effect construction on current programmed construction projects?
- If the section of highway is scheduled for reconstruction or a paving project, what are the schedules of the state and utility work? Any conflicts?

.02 **Longitudinal Installations Within Any Median**

Items to be furnished and/or addressed.

- Installation outside of the roadway median is extremely difficult, problems of installation, and/or unreasonably costly — provide cost comparison.
- Describe alternates and basis for selecting the proposed installation (variance) versus the alternates.
- Type of traffic control, detours, etc.
- Pictures and typical cross-sections. Cross-sections to include locations of exiting and proposed utilities with reference to centerline, edge of traveled lane, and edge of pavement.
- Width and surfacing material of the traveled lanes and shoulders.
- Any additional information that would support the variance.

Regional Considerations

- Is there a need for a Notice of Filing?
- Would the proposal have an adverse effect on the structural integrity, maintenance, appearance, or operation of the highway?
- Will the location effect construction on current programmed construction projects?
- If the section of highway is scheduled for reconstruction or a paving project, what are the schedules of the state and utility work? Any conflicts?

1-16 Scenic Classification

The scenic classification system was developed to protect and preserve the roadside appearance and visual quality of scenic areas.

.01 **Scenic Enhancement.** Scenic classifications are defined in the Utilities Accommodation Policy under WAC 468-34-330. The Utilities Accommodation Policy, dated May 1992 contains a listing by milepost of scenic classes for most highways in the state (See Section 1-16.03 for procedures where no scenic class is established). The scenic enhancement section was implemented on August 20, 1974.

.02 **Undergrounding Responsibility.** Responsibility for conversion to underground or relocation of above ground facilities is defined in the Utilities Accommodation Policy under WAC 468-34-320.

Existing above ground facilities installed prior to August 20, 1974, in scenic class "A," "AX," "B," or "BX" are allowed one 25-year franchise renewal. These franchise renewals are subject to the following special provisions as appropriate:

- The Utility agrees to construct an underground facility to replace the above ground facility covered by this franchise in Scenic Classes "A" and "B" either at the time of major reconstruction of the facility, for that portion of facility to be reconstructed, or prior to expiration of this franchise.
- The Utility agrees to construct an underground facility to replace the above ground facility covered by this franchise in Scenic Classes "A," "AX," "B," and/or "BX" at the time the pole owner undergrounds its facility. The existing above ground facility may remain or be relocated as above ground in Scenic Class "AX" or "BX" if acceptable to the Department.
- In Scenic Classes "AX" and "BX" locations, the Utility agrees to construct an underground facility to replace or relocate as an above ground facility either at the time of major reconstruction of the facility, for the portion of facility to be reconstructed, or prior to the expiration of this franchise. The existing above ground facility may remain in place if their location is acceptable to the Department.

.03 **Scenic Classification for New Highways.** Sections of highway or entire routes not yet listed but requiring a scenic class designation are treated in the following manner:

a. Until a scenic class is established treat each section as having a minimum "BX" scenic class. However, make every effort to determine the scenic class prior to allowing above ground facilities.

b. When construction is anticipated, the Regional Utilities Engineer will request, through the Headquarters Utilities Engineer, that a preliminary evaluation of the highways', scenic classification be undertaken.

   The results of the preliminary scenic classification evaluation will be used until a final evaluation (Section 1-16.03(c)) is conducted.

c. Following project completion or near completion (roadway subgrade constructed), the Regional Utilities Engineer notifies the Headquarters Utilities Engineer and requests a final scenic classification evaluation.

.04 **Scenic Classification Dispute.** Where a dispute arises concerning an existing scenic classification:

a. The Regional Utilities Engineer will review the conditions surrounding the dispute and report the findings to the Headquarters Utilities Engineer with request for determination and/or re-evaluation.

.05 **Scenic Classification Update.** Periodic updating of the scenic classification system may be required:

a. The updating will be handled as outlined in the Scenic Classification for Utilities Accommodation on State Highway Right-of-Way contained in the May 1992 edition of the Utilities Accommodation Policy.

1-17 Bridge Attachments, Excavations, and Aerial Crossings in the Vicinity of Structures

.01 All attachments to bridges or structures on the state highway system, as well as facilities in close proximity of structure footings, require approval by the Department's Bridge and Structures Office.

a. Bridge attachments on limited access highways, and on non-limited access highways outside of the city corporate limits, are included in, and made a part of the permit or franchise.

b. On nonlimited access highways within the corporate limits of a city or town, where by statute the city or town issues permits and franchises, the bridge attachment detail must still be approved by the Bridge and Structures Office.

.02 The attachment detail will comply with approved practices as set forth in the "Guide for Utility Installations to Existing Bridges," Figure 1-2.

Include with references as an attached exhibit DOT Form 224-047, General Notes and Design Criteria, Figure 1-3, as part of any permit or franchise containing a bridge attachment, including those attachments where, by statute, the city issues the permits and franchises.

.03 The Region submits a minimum of five copies of the bridge attachment details to the Bridge and Structures Office for approval. One set of calculations shall also be included with the submittal when the attachment involves pressurized pipe systems or other heavily loaded utilities. The transmittal is to include Bridge Number, SR milepost, permit or franchise number, and any other pertinent information. Approved bridge attachment details should accompany those permits or franchises requiring Headquarters Utilities Section approval.

.04 The Bridge and Structures Office shall be the approval authority on all excavations and borings that are below the bottom of a footing, seal, or pile group, and within a horizontal distance equal to twice the footing width from the edge of the footing, or below the 45 envelope from the bottom of the footing.

The following details show the acceptable limits.

Place figure

a. Any utility facility below the bottom of the footing must be encased if the Department determines that failure or rupture could cause undermining of the footing.

.05 For bridge inspection and maintenance purposes, the Region should consult with the Preservation Section, Risk Reduction Unit whenever a proposed aerial line is less than 9.5 meters (30 feet) laterally from any existing bridge structure.

1-18 Storm Drainage

WSDOT will accept surface runoff from property outside of the state right-of-way that has been collected and channeled into ditches, storm sewers, or other drainage facilities leading into the highway drainage system. This surface runoff must have naturally flowed toward and onto state right-of-way before any alteration of the terrain caused by development. Acceptance of surface runoff is subject to the following conditions:

.01 **Rate of Flow.** Development of property increases the rate of surface runoff. The Department will require the rate of flow entering the highway drainage system from the Utility (applicant for the permit or franchise) to be restricted to the rate allowed in the *Highway Runoff Manual* (HFM) when:

a. The local government practices stormwater management. If the release rates required by the local government are more restrictive than the release rates described in the HRM, the local government release rates must be utilized.

b. Any increase in the rate of flow entering the highway drainage system from the property in question would place a burden on the highway drainage system.

In some instances the Department may agree to accept unrestricted runoff from a Utility. In those instances, the Utility shall remain liable for damages that occur as a result of any increased runoff. The increased runoff is that portion of the total rate of flow entering the highway drainage system that is in excess of the natural rate of surface runoff that flowed toward and onto the state right-of-way prior to development of the property.

.02 **Quality of Runoff.** The Utility discharging runoff into a highway drainage system shall assume all responsibility and liability for the water quality of this runoff. This includes water quality both during and after development of the property in question. The guidelines in the Highway Runoff Manual must be followed when the local government practices stormwater management.

.03 **Compliance.** The Utility shall abide by Department of Ecology requirements, local rules, regulations, ordinances and resolutions. The Utility discharging collected surface runoff into a highway drainage system shall be responsible for compliance with all existing and future rules, regulations, ordinances and resolutions of the applicable local agency and the Department of Ecology with regard to drainage, land use associated with drainage and water quality. All local agency permits associated with drainage in any manner shall be made part of the permit or franchise application, unless local agency approval is contingent upon a Department issued permit or franchise.

.04 **Costs.** All costs and liabilities associated with the design, construction, maintenance and operation of stormwater management facilities to either restrict the rate of flow entering the highway drainage system or to maintain water quality shall be the responsibility of the Utility.

All such facilities of shall be located off the highway right-of-way.

.05 **Connection to Highway Drainage System.** The choice of materials and the nature and details of the connection from the highway right-of-way line to the highway drainage system shall be at the option of the Department. All costs associated with this connection shall be the responsibility of the Utility.

.06 **Sub-surface Disposal Systems.** Using highway right-of-way for the construction of sub-surface disposal systems that would accommodate only surface runoff

originating off the highway right-of-way will not be considered by the Department a proper use of public land. Sub-surface disposal systems of this type should not be permitted, regardless of the natural direction of flow of surface runoff from the property in question in the undeveloped state.

.07 **Data Requirements.** The application to the Region for a permit or franchise to discharge storm water runoff into a highway drainage system shall be accompanied with the following information:

a. A statement of the criteria used in the drainage design for the property in question. If storm water management principles are used in the drainage design, include this criteria.

b. A contour map of the property being drained. All contributing drainage areas should be outlined on the map.

c. A plan and profile of the proposed drainage system showing:
   - All inlets, size, type and location.
   - All pipe sizes.
   - Location and type of manholes.
   - Location and details of connection to highway drainage system and any stormwater management facilities that are part of the drainage system for the property in question.

d. Complete hydrological and hydraulic calculations for the drainage system under consideration.

e. Details of temporary erosion control measures to prevent silts and other contaminates from entering the highway drainage system.

.08 **Department Review.** The Region shall review all applications that propose discharge of collected storm water into the highway drainage system. Such review shall consider:

a. Whether or not the property in question drained onto the highway right-of-way in the undeveloped state of the property.

b. The rate of flow that flowed onto the highway right-of-way from the property in question in the undeveloped state of the property.

c. The rate of flow from the property in question that is proposed to enter the highway drainage system and its effect on the Department's system.

d. The effectiveness and adequacy of stormwater management facilities used in the system in question.

e. The adequacy of the connection to the highway drainage system.

f. Addition of appropriate special provisions to the permit or franchise as noted in Section 1-18.09, below.

.09 **Additional Special Provisions.** The following additional special provisions should be added to DOT Form 224-030 EF "Special Provisions for Permits and Franchises" as necessary to clarify the Utility's liabilities and responsibilities:

a. The Department assumes no responsibility or liability in any manner for any effect its highway drainage system may have on the Utilities system.

b. The Utility agrees to assume all liability and responsibility, including fines and taxes, for the water quality related to their runoff collection system and for any

damages caused by increased flows (that portion of the total rate of flow that is in excess of the natural rate of surface runoff in the undeveloped state).

c. The Utility agrees to assume all liability and responsibility associated with the design, construction, maintenance and operation of their drainage system.

d. Construction of all stormwater management facilities shall be part of the initial construction of this system (include only if required).

e. The Utility is responsible for compliance with all federal, state, and local laws pertaining to the discharge from adjacent properties.

f. The Utility is responsible for securing all other federal, state, and local permissions pertaining to the discharge received by the department under this permit.

g. The Utility agrees to accept the liability for the augmented flows added to the department system.

1-19 Open Cuts

.01 Open cutting approach roads, both public and private, within the state's right-of-way is allowable under the Department's policy.

In its decision to allow open cutting of approach roads, the Region should consider traffic volumes and disruption to local traffic. Include the criteria of Section 1-19.04 in each permit or franchise that allows open cutting.

.02 Open cutting the traveled lanes and shoulders of the through traffic roadways, ramps, and frontage roads on state highways is a Variance from Department policy. Variances must be justified as required by Section 1-15.01.

Any approval involving open cuts requires that the franchise/permit document include the criteria of Section 1-19.04.

.03 Excavations shall be performed in a manner that causes the least possible damage to highways, streets, roads, and other improvements. The trenches shall not be excavated wider than necessary for the proper installation of the utility facility. Excavating shall not be performed until immediately before installation of conduit, cable, or other appliances. Excavated material shall be stored where interference to vehicular and pedestrian traffic, and to surface drainage, is minimized.

.04 The following requirements will be made a part of each permit or franchise issued that allows open cutting:

a. Inspection. It is important to ensure that proper backfill and surfacing materials are used and that required compaction is attained.

   The Region may impose additional charges to cover actual inspection costs. These costs are above the administrative fee charged for a Utility Permit or Franchise.

b. Construction Requirements. Typical open cut details, are shown in Figure 1-4 and 1-4a, will be attached to and made a part of each permit and franchise issued that allows open cutting. Any modifications made to the detail with respect to restoration methods will require review and approval through the Headquarters Utilities Section by the Headquarters Materials Laboratory.

c. Maintenance Responsibility. Add a special provision which makes the Utility responsible for any construction deficiencies as a result of the roadway installation.

.05 The above policy on open cutting does not apply within the corporate limits of a city or town on nonlimited access controlled highways. In accordance with RCW 47.52.090, utility permits and franchises in this situation are issued and maintained under local jurisdiction. This should not preclude the local authorities from requesting Department review, approval and/or recommendations prior to granting such documents.

1-20 Miscellaneous Construction

.01 Utilities requesting to use explosive or ripping devices in order to excavate are required to submit plans showing their method and specifics of their operation. The plans will be forwarded to the Headquarters Materials Laboratory for review and/or approval. Ripping plans will only be required if the proposed installation is within the roadway prism or side slopes.

.02 Neutral conductors associated with circuits of 0 to 22 KV, where the neutral is considered to be 0-750 V may have a vertical clearance the same as guys and messengers, provided the facility is grounded at each pole at each end of the crossing. A special provision covering the grounding of each pole at each end of the crossing is required, when the above is proposed.

.03 In the typical longitudinal detail in, Requirements Involving Underground Utility Encroachments, Figure 1-5, the Zone A minimum depth of 1.07 m (42 inches) may be reduced [to as low as 0.61 m (24 inches)], provided adequate protection, approved by the department, is placed above the facility and the facility is consistent with WAC 468-34-200(3). Any such reduction from 1.07 m (42 inches) will require justification by the Utility.

Washington State Department of Transportation
Northwest Region, Utilities MS 113
PO BOX 330310
Seattle WA 98133-9710

Application for Utility Permit or Franchise

Permit/~~Franchise~~ No. 14532

Applicant - Please print or type all information

Application is Hereby Made For:
- [x] Permit
- [ ] Franchise
- [ ] Amendment
- [ ] Franchise Consolidation $300.00
- [ ] Franchise Renewal $250.00

- [ ] Category 1 $500.00
- [ ] Category 2 $300.00
- [x] Category 3 $150.00

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

2-inch GIP water line crossing within a Schedule 80 PVC casing on a portion of

State Route *315* (at/from) MilePost *8.27* to Mile Post *8.27* in *Lewiston* County,

to begin in the *SE 1/4 NW 1/4* Section *7* Township *23* North: Range *5* ~~West~~/East W.M.

and end in the *SE 1/4 NW 1/4* Section *7* Township *23* North: Range *5* ~~West~~/East W.M.

Fees in the amount of $ 150 are paid to defray the basic administrative expense incident to the processing of this application according to WAC 468-34 and RCW 47.44 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."**

Clear Flow Water Works
Applicant (Referred to as Utility)

7515 Suite 16
Address

Clearwater *WA* *98979*
City State Zip Code

(201) 764-2436
Telephone

Y2763 Joan Doe
Applicant Reference (WO) Number

Joan Doe
Applicant Authorized Signature

Joan Doe
Print or Type Name

Placement Manager
Title

Dated this *27th* day of *June*, *1997*

91-143875R5
Federal Tax ID Number or Social Security Number

Authorization to Occupy Only If Approved Below

The Washington State Department of Transportation referred to as the "Department," hereby grants this document (Permit or Franchise as applicable) 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" - Special Provisions, Pages 1-3
Exhibit "B" - Utility Facility Description, Page 1
Exhibit "C" - Right of Way Plan, Page 1

Department Approval

By: *Regional U. Engineer*

Regional U. Engineer

Title: Utilities Engineer

Date: *July 9, 1997*

Expiration Date:

DOT Form 224-696 EF
Revised 3/97

Example 1-1
Page 1 of 2

General Provisions

1. This document is subject to RCW 47.32, RCW 47.44 and WAC 468-34 and amendments thereto.
2. The Utility, its successors and assigns agree to indemnify, defend and hold the State of Washington, its officers and employees harmless from all claims, demands, damages, expenses or suits that: (1) arise out of or are incident to any negligence by the Utility, its agents, contractors or employees in the use of the highway right of way pursuant to this document or (2) are caused by the breach of any of the conditions of this document by the Utility, its contractors, agents or employees.

   Nothing herein shall require the Utility to indemnify and hold harmless the State of Washington and its officers and employees from claims, demands, damages, expenses or suits based solely upon the conduct or negligence of the State of Washington, its agents, officers, employees and contractors and provided further that if the claims, demands, damages, expenses or suits are caused by or result from the concurrent negligence of (the Utility, its agents, contractors or employees and or any person whomsoever, in connection with Utility's, its assigns', agents', contractors' or employees of the State of Washington, its agents, officers, employees and contractors, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Utility's negligence or the negligence of the Utility's agents, employees or contractors.
   Any action for damages against the State of Washington, its agents, officers, contractors or employees arising out of damages to a utility or other facility located on the highway right of way shall be subject to the provisions of RCW 47.44.150.

   The Utility, and on behalf of its assigning, agents, licensees, contractors and employees agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it or its agents, contractors, licenses, employees or customers in connection with Utility's, its assigns' agents', contractor's licensees' or employee's construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this document against the State of Washington, its agents, or employees except the reasonable costs of repair to property resulting from the negligent injury or damage to Utility's property by the State of Washington, its agents, contractors or employees.
3. Whenever necessary for the construction, repair, improvement, alteration, or relocation of all or any portion of said highway as determined by the Department, or in the event that the lands upon which said highway is presently located shall become a new highway or part of a limited access highway, or if the Department shall determine that the removal of any or all facilities from the said lands is necessary, incidental, or convenient to the construction, repair, improvement, alteration, or relocation of any public road or street, the Utility shall, upon notice by the Department, relocate or remove any or all of such facilities from said highway as may be required by the Department at the sole expense of the Utility to whom this document is issued or their successors and assigns.
4. All such changes, reconstruction, or relocation by the Utility shall be done in such manner as will cause the least interference with any of the Department's performance in the operation and maintenance of the highway.
5. This document shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting rights of like or other nature or other public or private utilities, nor shall it prevent the Department from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
6. The department may revoke, amend, or cancel this permit at any time by giving written notice to the Utility. The Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after written notice of cancellation will be removed by the Department at the expense of the Utility.
7. Any breach of any of the conditions and requirements herein made, or failure on the part of the Utility of this franchise to proceed with due diligence and in good faith with construction work hereunder shall subject this franchise to cancellation after a hearing before the Department, of which said hearing the Utility shall be given at least 10 days written notice, if at that time the Utility is a resident or is doing business in the State of Washington; otherwise, by publishing a notice of said hearing once a week for two consecutive weeks in a newspaper of general circulation in Thurston County, Washington, the last publication to be at least 10 days before the date fixed for said hearing.
8. The Utility shall maintain at its sole expense the structure or object for which this document is granted in a condition satisfactory to the Department.
9. Upon failure, neglect, or refusal of the Utility to immediately do and perform any change, removal, relaying, or relocating of any facilities, or any repairs or reconstruction of said highway herein required of the Utility, the Department may undertake and perform such requirement, and the cost and expense thereof shall be immediately repaid to the Department by the Utility.
10. Upon approval of this document, the Utility shall dilligently proceed with the work and comply with all provisions herein.
11. Whenever it is deemed necessary for the benefit and safety of the traveling public, the Department hereby reserves the right to attach and maintain upon any facility by the Utility under this document any required traffic control devices, such as traffic signals, luminaires, and overhead suspended signs, when the use of such devices or attachments does not interfere with the use for which the facility was constructed. The Department shall bear the cost of attachment and maintenance of such traffic control devices, including the reasonable cost of any extra construction beyond normal; such extra cost to be determined jointly by the Department and the Utility of this document. It is not to be construed that the Department is to share in the normal cost of installation, operation, or maintenance of any of the facilities installed under this document.
12. No assignment or transfer of this franchise in any manner whatsoever shall be valid nor vest any rights hereby granted until the Department consents thereto and the assignee accepts all terms of this franchise. Attempting to assign this franchise without Department consent shall be cause for cancellation as herein provided.
13. No excavation shall be made or obstacle placed within the limits of the State highway in such a manner as to interfere with the travel over said road unless authorized by the Department.
14. If the work done under this document interferes in any way with the drainage of the State highway, the Utility shall wholly and at its own expense make such provisions as the Department may direct to take care of said drainage.
15. On completion of this work, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Department.
16. All of the work shall be done to the satisfaction of the Department, and all costs incurred by the Department shall be reimbursed by the Utility.
17. The Utility pledges that performance of routine cutting and trimming work will be accomplished in such a manner that the roadside appearance will not be disfigured. When major work is involved or damage to roadside appearance may become significant, the Utility shall secure the approval of the Department in advance of the work.
18. The Utility hereby certifies that the facilities described in this document are in compliance with the Control Zone Guidelines.

DOT Form 224-696 EF
Revised 3/97

Example 1-1
Page 2 of 2

Washington State Department of Transportation
Northwest Region, Utilities MS 113
PO BOX 330310
Seattle WA 98133-9710

Application for Utility Permit or Franchise

~~Permit~~/Franchise No. 17659

Applicant - Please print or type all information

Application is Hereby Made For:
- ☐ Permit
- ☒ Franchise ☐ Amendment
- ☐ Franchise Consolidation $300.00
- ☐ Franchise Renewal $250.00

- ☐ Category 1 $500.00
- ☐ Category 2 $300.00
- ☒ Category 3 $150.00

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

proposed aerial and underground 12.5KV power facility on a portion of

State Route *SR 163* (at/from) MilePost *33.99* to Mile Post *34.24* in *King* County,

to begin in the *NW 1/4 SE 1/4* Section *33* Township *21* North: Range *4* ~~West~~/East W.M.

and end in the *SW 1/4 NE 1/4* Section *33* Township *21* North: Range *4* ~~West~~/East W.M.

Fees in the amount of $ 150 are paid to defray the basic administrative expense incident to the processing of this application according to WAC 468-34 and RCW 47.44 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."**

New Electric Power Company
Applicant (Referred to as Utility)

123 South 4th Avenue
Address

Wahkiakum *WA* *99999*
City State Zip Code

(201)642-1127
Telephone

X1234 John Doe
Applicant Reference (WO) Number

John Doe
Applicant Authorized Signature

John Doe
Print or Type Name

Line Extension Manager
Title

Dated this *31st* day of *February*, *1997*

91-12345678
Federal Tax ID Number or Social Security Number

Authorization to Occupy Only If Approved Below

The Washington State Department of Transportation referred to as the "Department," hereby grants this document (Permit or Franchise as applicable) 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" - Special Provisions, Pages 1-2
Exhibit "B" - Utility Facility Description, Page 1
Exhibit "C" - Right of Way Plans, Page 1

Department Approval

By: *Regional U. Engineer*

Regional U. Engineer

Title: Utilities Engineer

Date: *April 6, 1997*

Expiration Date: *April 6, 2022*

DOT Form 224-696 EF
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Example 1-2
Page 1 of 2

General Provisions

1. This document is subject to RCW 47.32, RCW 47.44 and WAC 468-34 and amendments thereto.
2. The Utility, its successors and assigns agree to indemnify, defend and hold the State of Washington, its officers and employees harmless from all claims, demands, damages, expenses or suits that: (1) arise out of or are incident to any negligence by the Utility, its agents, contractors or employees in the use of the highway right of way pursuant to this document or (2) are caused by the breach of any of the conditions of this document by the Utility, its contractors, agents or employees.

   Nothing herein shall require the Utility to indemnify and hold harmless the State of Washington and its officers and employees from claims, demands, damages, expenses or suits based solely upon the conduct or negligence of the State of Washington, its agents, officers, employees and contractors and provided further that if the claims, demands, damages, expenses or suits are caused by or result from the concurrent negligence of (the Utility, its agents, contractors or employees and or any person whomsoever, in connection with Utility's, its assigns', agents', contractors' or employees of the State of Washington, its agents, officers, employees and contractors, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Utility's negligence or the negligence of the Utility's agents, employees or contractors.

   Any action for damages against the State of Washington, its agents, officers, contractors or employees arising out of damages to a utility or other facility located on the highway right of way shall be subject to the provisions of RCW 47.44.150.

   The Utility, and on behalf of its assigning, agents, licensees, contractors and employees agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it or its agents, contractors, licenses, employees or customers in connection with Utility's, its assigns' agents', contractor's licensees' or employee's construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this document against the State of Washington, its agents, or employees except the reasonable costs of repair to property resulting from the negligent injury or damage to Utility's property by the State of Washington, its agents, contractors or employees.
3. Whenever necessary for the construction, repair, improvement, alteration, or relocation of all or any portion of said highway as determined by the Department, or in the event that the lands upon which said highway is presently located shall become a new highway or part of a limited access highway, or if the Department shall determine that the removal of any or all facilities from the said lands is necessary, incidental, or convenient to the construction, repair, improvement, alteration, or relocation of any public road or street, the Utility shall, upon notice by the Department, relocate or remove any or all of such facilities from said highway as may be required by the Department at the sole expense of the Utility to whom this document is issued or their successors and assigns.
4. All such changes, reconstruction, or relocation by the Utility shall be done in such manner as will cause the least interference with any of the Department's performance in the operation and maintenance of the highway.
5. This document shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting rights of like or other nature or other public or private utilities, nor shall it prevent the Department from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
6. The department may revoke, amend, or cancel this permit at any time by giving written notice to the Utility. The Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after written notice of cancellation will be removed by the Department at the expense of the Utility.
7. Any breach of any of the conditions and requirements herein made, or failure on the part of the Utility of this franchise to proceed with due diligence and in good faith with construction work hereunder shall subject this franchise to cancellation after a hearing before the Department, of which said hearing the Utility shall be given at least 10 days written notice, if at that time the Utility is a resident or is doing business in the State of Washington; otherwise, by publishing a notice of said hearing once a week for two consecutive weeks in a newspaper of general circulation in Thurston County, Washington, the last publication to be at least 10 days before the date fixed for said hearing.
8. The Utility shall maintain at its sole expense the structure or object for which this document is granted in a condition satisfactory to the Department.
9. Upon failure, neglect, or refusal of the Utility to immediately do and perform any change, removal, relaying, or relocating of any facilities, or any repairs or reconstruction of said highway herein required of the Utility, the Department may undertake and perform such requirement, and the cost and expense thereof shall be immediately repaid to the Department by the Utility.
10. Upon approval of this document, the Utility shall dilligently proceed with the work and comply with all provisions herein.
11. Whenever it is deemed necessary for the benefit and safety of the traveling public, the Department hereby reserves the right to attach and maintain upon any facility by the Utility under this document any required traffic control devices, such as traffic signals, luminaires, and overhead suspended signs, when the use of such devices or attachments does not interfere with the use for which the facility was constructed. The Department shall bear the cost of attachment and maintenance of such traffic control devices, including the reasonable cost of any extra construction beyond normal; such extra cost to be determined jointly by the Department and the Utility of this document. It is not to be construed that the Department is to share in the normal cost of installation, operation, or maintenance of any of the facilities installed under this document.
12. No assignment or transfer of this franchise in any manner whatsoever shall be valid nor vest any rights hereby granted until the Department consents thereto and the assignee accepts all terms of this franchise. Attempting to assign this franchise without Department consent shall be cause for cancellation as herein provided.
13. No excavation shall be made or obstacle placed within the limits of the State highway in such a manner as to interfere with the travel over said road unless authorized by the Department.
14. If the work done under this document interferes in any way with the drainage of the State highway, the Utility shall wholly and at its own expense make such provisions as the Department may direct to take care of said drainage.
15. On completion of this work, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Department.
16. All of the work shall be done to the satisfaction of the Department, and all costs incurred by the Department shall be reimbursed by the Utility.
17. The Utility pledges that performance of routine cutting and trimming work will be accomplished in such a manner that the roadside appearance will not be disfigured. When major work is involved or damage to roadside appearance may become significant, the Utility shall secure the approval of the Department in advance of the work.
18. The Utility hereby certifies that the facilities described in this document are in compliance with the Control Zone Guidelines.

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Example 1-2
Page 2 of 2

Washington State Department of Transportation

Special Provisions for Permits and Franchises

Permit/Franchise No. 14532

Applicable provisions are denoted by (☒)

☒ 1. No work provided for herein shall be performed until the Utility is authorized by the following Department representative:

John Wise
Project Engineer
1940 East Fourth
Seattle, Washington 98978
206-764-3365

☒ 2. A copy of the permit or franchise must be on the job site, and protected from the elements, at all times during any of the construction authorized by said permit/franchise.

☒ 3. In the event any milepost, right of way marker, fence or guard rail is located within the limits of this project and will be disturbed during construction, these items will be carefully removed prior to construction and reset or replaced at the conclusion of construction to the satisfaction of the Department. All signs and traffic control devices must be maintained in operation during construction.

☒ 4. Prior to construction, the Utility shall contact the Department's representative (listed under Special Provision Number 1) to ascertain the location of survey control monuments within the project limits. In the event any monuments will be altered, damaged or destroyed by the project, appropriate action will be taken by the Department, prior to construction, to reference or reset the monuments. Any monuments altered, damaged or destroyed by the Utility's operation will be reset or replaced by the Department at the sole expense of the Utility.

☒ 5. During the construction and/or maintenance of this facility, the Utility shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (Federal Highway Administration) and Washington modifications thereto. If determined necessary by the Department, the Utility shall submit a signing and traffic control plan to the Department's representative for approval prior to construction or maintenance operations. No lane closures shall be allowed except as approved by the Department representative. Approvals may cause revision of special provisions, including hours of operation.

☒ 6. Any changes or modifications to the approved franchise/permit shall be subject to prior review and approval by the Department. The Utility shall notify the Department's representative upon completion of the work under this permit/franchise so that a final inspection can be made and shall immediately furnish to the Regional Utilities Engineer a revised franchise or permit plan of the final location or relocation of its facilities if the original permit/franchise plans have been revised during the course of construction.

☒ 7. Prior to the beginning of construction, a preconstruction conference shall be held at which the Department and the Utility and utility's engineer, contractor, and inspector shall be present.

☒ 8. Should the Utility choose to perform the work outlined herein with other than its own forces, a representative of the Utility shall be present at all times unless otherwise agreed to by the Department representative. All contact between the Department and the Utility's contractor shall be through the representative of the Utility. Where the Utility 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. Failure to comply with this provision shall be grounds for restricting any further work by the Utility within the State right of way until said requirement is met. The Utility, 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.

☐ 9. The Utility agrees to schedule the work herein referred to and perform said work in such a manner as not to delay the Department's contractor in the performance of his contract.

☒ 10. Work within the right of way shall be restricted to between the hours of daylite and , and no work shall be allowed on the right of way Saturday, Sunday, or holidays, unless authorized by the Department. Any lane closures must be submitted for approval in advance of use. The hours of permitted closure may differ from the above noted hours.

☒ 11. If determined necessary by the Department, any or all of the excavated material shall be removed and replaced with suitable material as specified by the Department.

☒ 12. Wherever deemed necessary by the Washington State Department of Labor and Industries and/or the Department for the safety of the workers and the protection of the highway pavement, the sides of the trench (or excavation) shall be adequately supported to reduce the hazard to workers and prevent any damage by cracks, settlement, etc., to the pavement. No other work in the trench or excavation area will be allowed until this requirement is met.

☒ 13. All trenches, boring or jacking pits, etc. shall be backfilled as soon as possible and not left open during non-working hours unless covered with material of sufficient strength to withstand traffic loads or a method of protection approved by the Department.

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Page 1

Exhibit "A"

Example 1-3
Page 1 of 2

☒ 14. All slopes, slope treatment, top soil, ditches, pipes, etc., disturbed by this operation shall be restored to their original cross section and condition. All open trenches shall be marked by warning signs, barricades, lights and if necessary, flagmen shall be employed for the purpose of protecting the traveling public. Roadside operations may be specified by the Department's representative.

☒ 15. Where applicable, markers shall be placed at each right of way line for all crossings and placed every 152.400 meters (500 feet) for longitudinal facilities to include: company name, pipeline or cable identification, telephone number for contact, and the distance from the marker to the facility in meters (feet). Markers shall be placed so as to minimize interference with maintenance operations. Markers shall also be placed at all changes in offset distance from right of way line or centerline of highway.

☐ 16. The utility shall install detector tape or cable approximately 300 millimeters (12 inches) above the underground facility. The tape shall conform to the standards of the American Public Works Association Uniform Color Code.

☒ 17. In the event that construction and maintenance of the highway facility within the proximity of the utility installation becomes necessary during the period which the Utility will occupy a portion of the right of way, it is expressly understood that, upon request from the Department's representative, the Utility will promptly identify and locate by suitable field markings any and all of their underground facilities so that the Department or its contractor can be fully apprised at all times of its precise location.

☒ 18. The shoulders, where disturbed shall be surfaced with crushed surfacing top course gjkhklhjh millimeter (inch) minimum compacted depth, or as directed by the Department's representative. The surface of the finished shoulder shall slope down from the edge of pavement at the rate of 5% unless otherwise directed. The restored shoulder must not have any strips or sections less than 0.6 meter (2 feet) wide. The restored shoulder shall be surfaced with .

☒ 19. Utility facilities or casings for facilities crossing under roadways surfaced with oil, asphalt concrete pavement or cement concrete pavement shall be accomplished by use of appropriate equipment to jack, bore, or auger the facility through the highway grade with a minimum depth of 1.52 meters (5 feet) minimum along any point from the top of facility to the finished road grade and a minimum of 1.07 meters (3.5 feet) depth from bottom of ditch to top of facility. Casing requirements for facilities are denoted by special provision 20. Any allowable open trench construction will be specifically provided for by special provision No. 21, if denoted.

☒ 20. Facilities to be placed within encasement are specified individually or in whole on the attached exhibits.

☐ 21. Open trench construction will be allowed only at those locations identified on the plan exhibits and/or listed on Exhibit(s) , with restoration to be performed as noted on the attached "Open Cut Detail," Exhibit .

☒ 22. The Utility agrees to be responsible for any construction deficiencies as a result of the roadway installation.

☐ 23. No routine maintenance of this facility will be allowed within the limited access area.

☐ 24. Maintenance of this facility will not be permitted from the shoulders, through traffic roadways, or ramps of SR and all service to this facility will be by access from

☐ 25. Construction of this facility will not be permitted from the shoulders, through traffic roadways, or ramps of SR All construction access will be from

☐ 26. Bond coverage required to ensure proper compliance with all terms and conditions of said permit/franchise will be furnished by a Blanket Surety Bond held by the Department at the Olympia Service Center.

☒ 27. The Utility shall provide to the Department in the amount of $ 1,000 , a surety bond written by a surety company authorized to do business in the State of Washington or an escrow account with a bank approved by the Department, prior to start of construction, to insure compliance with any and all of the terms and conditions of this permit/franchise. Said bond/account to remain in force for a period ending one year after date of completion of construction, except the Utility shall be required to maintain said bond/account for a period of two years after completion of construction where the installation of the utility facility disturbs the traveled lanes or usable shoulders.

☐ 28. The utility agrees to underground the aboveground facilities covered by this franchise in Scenic Classes "A" and "B", as defined on attached Exhibit(s) either at the time of major reconstruction of the facility, for that portion of facility to be reconstructed, or prior to expiration of this franchise.

☐ 29. The Utility agrees to underground the aboveground facilities covered by this franchise in Scenic Classes "A", "AX", "B", and/or "BX", as defined on attached Exhibit(s) , at the time the pole owner undergrounds its facility. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX", if acceptable to the Department.

☐ 30. The Utility agrees to underground or relocate aboveground the existing aboveground facilities in Scenic Classes "AX" and "BX", as defined on attached Exhibit(s) , to a location acceptable to the Department either at the time of major reconstruction of the line, for the portion of line to be reconstructed, or prior to the expiration of this franchise. The existing aboveground facilities may remain in their present location if acceptable to the Department.

☐ 31. Neutral conductors associated with circuits of 0 to 22 Kilovolts where the neutral is considered to be 0 - 750 Volts may have a vertical clearance the same as guys and messengers, provided the facility is grounded at each pole at each end of the crossing.

☒ 32. The responsibility of the Utility for proper performance, safe conduct, and adequate policing and supervision of the project shall not be lessened or otherwise affected by Department approval of plans, specifications, or work or by the presence at the work site of Department representatives, or by compliance by the Utility with any requests or recommendations made by such representatives.

☒ 33. All material and workmanship shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition, and amendments thereto, and may be subject to inspection by the Department.

☐ 34. Any existing Location I and Location II utility objects will be corrected in accordance with the Control Zone Guidelines.

☐ 35. General provision number 18 is hereby superseded and replaced by the following special provision: Any existing Location I and Location II utility objects will be corrected in accordance with the Control Zone Guidelines.

☐ 36. The Utility is responsible for compliance with all federal, state, and local laws pertaining to the discharge received by the Department under this permit/franchise.

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Revised 2/00

Page 2

Exhibit "A"

Example 1-3
Page 2 of 2

Washington State Department of Transportation
Northwest Region, Utilities MS 113
PO BOX 330310
Seattle WA 98133-9710

Application for General Permit

Permit No. 13576

Applicant - Please print or type all information

Application is Hereby Made For: ☒ General Permit (No Fee)
☐ General Permit $2.50 (Subject to RCW 47.12.140(2)) Reimb. Acct. *JA 0000*

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

remove the state's existing Type 2 fence and replace it with a 1830 millimeter (6-foot) Type 1 chain link security fence on the west side of SR 16

on a portion of State Route *16* (at/from) MilePost *15.80* to Mile Post *15.86* in *Pierce* County,

to begin in the *SW 1/4 SW 1/4* Section *8* Township *21* North: Range *5* ~~West~~/East W.M.

and end in the *SW 1/4 SW 1/4* Section *8* Township *21* North: Range *5* ~~West~~/East W.M.

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

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

Crown Importers, Inc.
Applicant (Referred to as Grantee)

Jack Doe
Applicant Authorized Signature

1535 Northwest Avenue
Address

Jack Doe
Print or Type Name

Belair *WA* *98743*
City State Zip Code

Import Manager
Title

(206) 896-9428
Telephone

Dated this *28th* day of *August*, *1997*

X2690 CI,I
Applicant Reference (WO) Number

91-9000000M
Federal Tax ID Number or Social Security Number

Authorization to Occupy Only If Approved Below

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

For Department Use Only

Exhibits Attached

Exhibit "A" - Special Provisions for Highway Encroachments, Pages 1-2
Exhibit "B" - Utility Facility Description, Page 1
Exhibit "C" - Right of Way Plans, Page 1

Department Approval

By: *Johnny L. Youma*
John L. Youma

Title: Right of way Accommodations Engineer

Date: *September 20, 1997*

Expiration Date: September 20, 1998

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Example 1-4
Page 1 of 2

General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Example 1-4
Page 2 of 2

Washington State Department of Transportation

Special Provisions for Highway Encroachments

Permit No. 13576

Applicable provisions are denoted by (☒)

☒ 1. No work provided for herein shall be performed until the Grantee is authorized by the following Department representative:

Dewayne Colt
Highway Superintendent
4590 State Highway SW
Gorst, Washington 98978
206-764-5789

☒ 2. Prior to the beginning of construction, a preconstruction conference shall be held at which the Department and the Grantee and Grantee's engineer, contractor, and inspector shall be present.

☒ 3. Should the Grantee choose to perform the work outlined herein with other than its own forces, a representative of the Grantee shall be present at all times unless otherwise agreed to by the Department representative. All contact between the Department 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. Failure to comply with this provision shall be grounds for restricting any further work by the Grantee within the State right of way until said requirement is met. 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.

☒ 4. A copy of the permit must be on the job site and protected from the elements at all times during any of the construction authorized by said permit.

☒ 5. 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 the Department or for purposes as described by No. 6 if denoted below. All restoration shall be done to the satisfaction of the Department at the sole expense of the Grantee.

☐ 6. If necessary to increase sight distance, brush shall be removed from both sides of the access connection and stumps shall be removed. The indiscriminate cutting of merchantable timber or disfiguring of any feature of scenic value shall not be permitted.

☐ 7. The access connection(s) shall be constructed in accordance with the attached . Sufficient length of millimeter (inch) diameter culvert pipe shall be placed in ditch and laid to a true line and grade. The access connection(s) shall be surfaced to the limits as shown on the plan with a 150 millimeter (6 inch) minimum compacted depth of gravel base material and a 80 millimeter (3 inch) compacted depth of crushed surfacing top course. Asphalt paving will not be required. Finished grade of the access connection shall be in accordance with the profile control as shown on the attached plan. Directing of surface water from private property to Department right of way will not be permitted, unless otherwise approved by the Department.

☐ 8. The access connection(s) shall be constructed in accordance with the attached . Sufficient length of millimeter (inch) diameter culvert pipe shall be placed in ditch and laid to a true line and grade. The access connection(s) shall be surfaced to the limits as shown on the plan with a 150 millimeter (6 inch) minimum compacted depth of gravel base material, a 80 millimeter (3 inch) minimum compacted depth of crushed surfacing top course, and paved with a 80 millimeter (3 inch) minimum compacted depth of Asphaltic Concrete Class B unless otherwise specified by the Department. Any existing oil mat on shoulder or roadway shall be removed and new pavement laid to a butt joint with existing pavement. Finished grade of new pavement shall be in accordance with the profile control as shown on attached plan. Directing of surface water from private property onto Department right of way will not be permitted, unless otherwise approved by the Department.

☐ 9. All buildings and appurtenances shall be so located at a distance from the right of way line of any State Highway that none of the right of way therefore is required for use of the patrons or customers of any such establishment. Grantee shall comply with local building codes. Set-back requirements for the location of buildings in relation to the right of way line are a function of local authorities, and they should be consulted regarding requirements that must be adhered to.

DOT Form 224-713 EF
Revised 2/00

Page 1

Exhibit "A"

Example 1-5
Page 1 of 2

☐ 10. The Grantee agrees to schedule the work herein referred to and perform said work in such a manner as not to delay the Department's contractor in the performance of his contract.

☒ 11. Work within the right of way shall be restricted to between the hours of daylite and , and no work shall be allowed on the right of way Saturday, Sunday, or holidays, unless authorized by the Department. Any lane closures must be submitted for approval in advance of use. The hours of permitted closure may differ from the above noted hours.

☐ 12. The shoulders, where disturbed, shall be surfaced with crushed surfacing top course millimeter (inch) minimum compacted depth, or as directed by the Department. The surface of the finished shoulder shall slope down from the edge of pavement at the rate of 5% unless otherwise directed. The restored shoulder must not have any strips or sections less than 0.6 meter (2 feet) wide. The restored shoulder shall be surfaced with .

☐ 13. The Grantee shall be responsible for constructing and maintaining the access connection(s) and appurtenances between the shoulder line of the highway and the right of way line inclusive of surfacing and drainage. The Department has the right to inspect all installations at the time of construction and at any time afterward and to require that necessary changes and repairs be made. Unsatisfactory work will be corrected by the Department, at the Grantee's expense, or access may be removed at the Grantee's expense. Directing of surface water from private property onto Department right of way will not be permitted.

☐ 14. The access connection shall be sufficiently surfaced back an adequate distance from the edge of the pavement to prevent any tracking of material onto the highway. Any tracking of material onto the highway shall be subject to enforcement of Chapter 46.61.655 RCW and shall be immediately cleaned up by the Grantee or the Grantee's agent.

☐ 15. Standard highway warning signs designated as "Truck Crossing" sign, plate W11-6, shall be placed and maintained at Grantee's expense on each side of the access connection. Signs shall be in evidence only when access is actually being used. If necessary, flagmen shall be provided. Sufficient parking space shall be provided by the Grantee outside Department right of way so no vehicles will be parked on said right of way.

☐ 16. All manholes, valve covers, and like appurtenances shall be constructed at such an elevation to conform to the shoulder slope from the edge of pavement or as directed by the Department.

☒ 17. All slopes, slope treatment, top soil, ditches, pipes, etc., disturbed by this operation shall be restored to their original cross section and condition. All hazards shall be marked by warning signs, barricades, and lights. If necessary, flagmen shall be employed for the purpose of protecting the traveling public. Roadside operations shall be specified by the Department's representative.

☐ 18. During the construction and/or maintenance of this facility, the Grantee shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways, (Federal Highway Administration) and Washington modifications thereto. If determined necessary by the Department, the Grantee shall submit a signing and traffic control plan to the Department's representative for approval prior to construction or maintenance operations. No lane closures shall be allowed except as approved by the Department representative. Approvals may cause revision of special provisions, including hours of operation.

☐ 19. Bond coverage required to ensure proper compliance with all terms and conditions of said permit will be furnished by a Blanket Surety Bond held by the Department at the Olympia Service Center.

☒ 20. A surety bond in the amount of $ 1,000 written by a surety company authorized to do business in the State of Washington, shall be furnished to ensure compliance with any and all of the terms and conditions of this permit and shall remain in force until all work under this permit has been completed and approved by the Department.

☐ 21. Relative to advertising adjacent to all State highways, we wish to call your attention to the Scenic Vistas Act of 1971, Chapter 47.42 RCW and State Transportation Commission ruling Chapter 468-66 WAC. Violation of this section of the statutes will be sufficient cause for cancellation of this permit. On-premise signs are allowed.

☒ 22. The Grantee shall notify the Department's representative upon completion of the work under this permit so that a final inspection can be made.

☒ 23. 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 Department approval of plans, specifications, or work, or by the presence at the work site of Department representatives, or by compliance by the Grantee with any requests or recommendations made by such representatives.

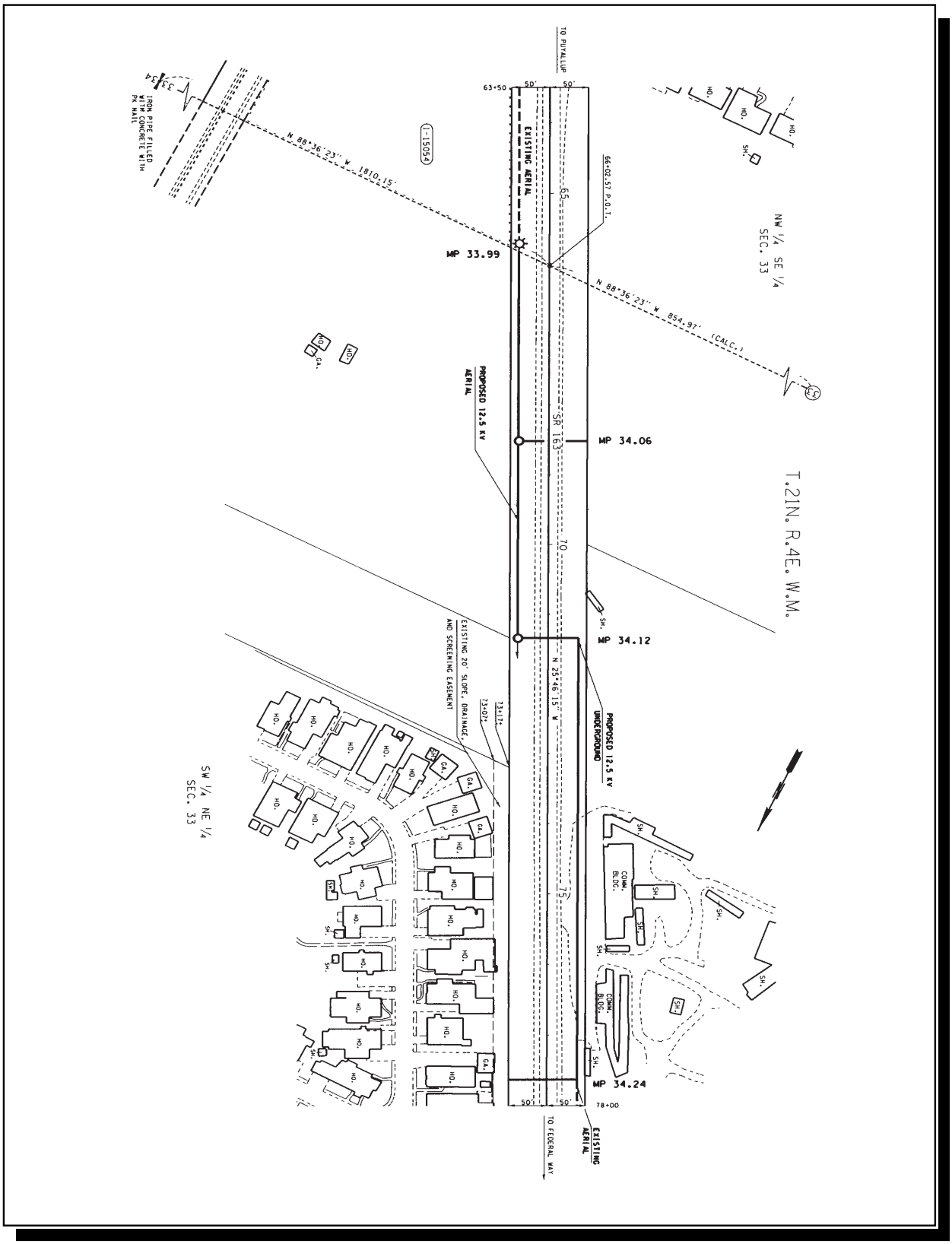
☒ 24. All material and workmanship shall conform to the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, current edition, and amendments thereto, and shall be subject to inspection by the Department.

DOT Form 224-713 EF
Revised 2/00

Page 2

Exhibit "A"

Example 1-5
Page 2 of 2



Example 1-6
Exhibit Map

NOTICE OF FILING

Franchise Application No. _____

(Utility's name), a (private corporation, municipality, etc.) has filed with the Washington State Department of Transportation, under the provisions of Chapter 47.44 RCW and amendments thereto, an application for a franchise to construct, operate and maintain (short description of facilities) upon a portion of State Route No. _____, in (County in which facilities are located) County, Washington, at the following locations:

(Legal description showing beginning milepost
and legal description) thence northerly
(easterly, etc.) to a point opposite approximate
(ending milepost and legal description.)

NOTICE IS HEREBY GIVEN that this franchise application may be granted by the Secretary of Transportation or his/her designee, with or without hearing, in the absence of receipt by the Department of any written inquiries or objections within 14 days after posting and publishing of this notice.

DATED at (region office location), Washington, this _____
day of (Month), 1997.

_____
Regional Administrator

Example 1-7

Washington State Department of Transportation

Individual Bond for Franchise and Permit

Bond No. 6969-12

KNOW ALL MEN BY THESE PRESENTS: That we, Woodbury CATV Systems Inc.
of Thurston County Washington as Principal, and
Imperial Insurance Company as Surety, are jointly and severally bound unto the STATE OF WASHINGTON
in the sum of 1,000.00 DOLLARS, for payment of which to the State of Washington,
we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, firmly by these presents.

WHEREAS, the Principal in pursuance of its operations has filed with the Washington State Department of Transportation, under the provisions of Chapter 47.50 RCW and/or Chapter 47.32 RCW and/or Chapter 47.44 RCW and amendments thereto, applications for franchise/permit number HQ 1001 on a portion of State Route No. 5 in Thurston County, Washington.

NOW, THEREFORE, the condition of this obligation is such that if all the conditions of said franchise/permit, including the proper restoration of slopes, slope treatment, topsoil, landscape treatment, drainage facilities, and cleanup of right of way, are complied with according to the terms contained in said franchise/permit by said Principal, through a period in accordance with Chapter 468.34.020 (3) WAC and upon receipt of a written discharge from the State, then this obligation shall become null and void; otherwise, this bond to remain in full force and effect.

WITNESS our hands and seals this 17th day of December, 1997.

NOTE: Please **type or print below the signatures** the names of parties executing this bond, together with official title of each.

Principal: Woodbury CATV Systems Inc.
Address: 1904 East Fourth Avenue
Olympia, Washington 98506
Telephone: (206) 745-4593

Donald M. Woodbury
By: Donald M. Woodbury
Title: President

Surety: Imperial Insurance Company
Address: 1673 - 84th Street
Olympia, Washington 98506
Telephone: (206) 705-8367

Eugene L. Knutson
By: Eugene L. Knutson
Title: Bonding Supervisor

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By:
Title:
Date:

DOT Form 224-048 EF
Revised 6/95

Example 1-8

Washington State
Department of Transportation

Blanket Bond for Franchises and Permits

Bond No. 16969

KNOW ALL MEN BY THESE PRESENTS: That we, Star Telephone Co. Inc.
of Thurston County Washington as Principal, and
National Netco Insurance Co. as Surety, are jointly and severally bound unto the STATE OF WASHINGTON
in the sum of $10,000 DOLLARS, for payment of which to the State of Washington, we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, firmly by these presents.

WHEREAS, the Principal in pursuance of its operations has filed with the Washington State Department of Transportation, under the provisions of Chapter 47.50 RCW and/or Chapter 47.32 RCW and/or Chapter 47.44 RCW and amendments thereto, applications for various permits and franchises and will file applications for additional permits and franchises to construct, operate, and maintain its facilities along, under, and across various highways under jurisdiction of the Washington State Department of Transportation.

NOW, THEREFORE, the condition of this obligation is such that if all the conditions of said permits and franchises, including the proper restoration of slopes, slope treatment, topsoil, landscape treatment, drainage facilities, and cleanup of right of way, are complied with according to the terms contained in said permits and franchises by said Principal, through a period in accordance with Chapter 468.34.020 (3) WAC and upon receipt of a written discharge from the State, then this obligation shall become null and void; otherwise, this bond to remain in full force and effect.

WITNESS our hands and seals this 31st day of December, 1997.

NOTE: Please **type or print below the signatures** the names of parties executing this bond, together with official title of each.

Principal: Star Telephone Co. Inc.
Address: 1922 East 11th Street
Olympia, Washington 98501
Telephone: (206) 786-1287

Margaret D. Knutkowski
By: Margaret D. Knutkowski
Title: President

Surety: National Netco Insurance Co.
Address: 1253 South First Avenue
Tacoma, Washington 98401
Telephone: (206) 727-1136

Arnold A. Smith
By: Arnold A. Smith
Title: Bonding Supervisor

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By:
Title:
Date:

Example 1-9

ASSIGNMENT OF ESCROW ACCOUNT

This assignment is for the purpose of fulfilling the requirement of bonding collateral for Permit 23764 The undersigned does hereby assign, transfer, and set over unto the State of Washington all right, title and interest in and to $1,000.00 on 6833-7R /Account in the West Branch, Ocean First Bank, in the name of Paul J. Example, with full power and authority to demand, collect, and receive said deposit and to give receipt and acquittance therefor for the uses and purposes prescribed above. It is understood and agreed that West Branch, Ocean First Bank holds the Certificate covering said account in its possession and agrees to hold $1,000.00 until a written release of this assignment from the State of Washington is received. The interest shall be payable to Paul J. Example.

Signed and dated at Hatton, Washington this 7th day of September, 1997.

Signature

Paul J. Example

Signature

17521 East Drive
Hatton, WA 97413
Address

ACCEPTANCE

The undersigned hereby accepts the foregoing Assignment of Escrow Certificate, Voucher Number 85972, in the amount of $1,000.00 this 15th day of September, 1997.

Ocean First
Bank

857 South Street
Hatton, WA
Address

(206) 687-6875
Phone

Westly O. Escrow
Escrow Officer

Example 1-10

General Provisions Applicable to United States Government Agencies

This permit/franchise is subject to the applicable provision of Chapter 468-34 of the Washington Administrative Code, except that any provision in this permit/franchise not consistent with Chapter 468-34 WAC shall be controlling.

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

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

On completion of said work herein contemplated, the right of way shall be left neat and presentable and satisfactory to the Department.

All of the work herein contemplated shall be done to the satisfaction of the Department.

The Department hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this permit/franchise at any time, said change or removal to be made at the sole expense of the Grantee/Utility or their successors and assigns.

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

This permit/franchise of privilege shall be exclusive as to the crossing right but shall not prohibit the Department from granting other permits or franchise rights of like or other nature to other public or private utilities paralleling the highway, provided such other public or private utilities shall be required to safeguard their installations from hazards to or from Grantee's/Utility's facilities, nor shall it prevent the Department from using any of its roads, streets, or public places, or affect Grantee/'sUtility's right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The Department may for violation for any of the terms revoke, amend or cancel this permit/franchise or any of the provisions hereof after 60 days written notice to the Grantee/Utility. The Grantee/Utility shall then remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after cancellation of this permit/franchise shall be removed by the Department at the expense of the Grantee/Utility.

The Grantee/Utility shall maintain at its sole expense the structure or object for which this permit/franchise is granted in a condition satisfactory to the Department.

The Grantee/Utility shall be responsible for any loss or damage to property or injury to persons resulting from any acts or omissions in accordance with the provisions of the Federal Tort Claims Act 62 Stat. 982, as amended.

All installations placed upon the right of way by the Grantee/Utility shall be and remain the property of the Grantee/Utility and may be removed any time by the Grantee/Utility upon prior notification to the Department.

During the progress of work such barriers shall be erected and maintained as may be directed by the Department for the protection of the traveling public. The barriers shall be properly lighted at night.

All expenditures to be made by the Grantee/Utility under the provisions of this permit/franchise shall be subject to appropriations being available for the purpose.

On or before the termination of this permit/franchise, the Grantee/Utility will remove all installations and appurtenances from the premises of the Department and restore said premises to the conditions existing at the time of entering upon the same under this permit/franchise, reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Grantee/Utility has no control excepted.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this permit/franchise or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

DOT Form 224-052 EF
Revised 3/98

Example 1-11

Washington State Department of Transportation

Acceptance of Assignment

Bright Light Company (Assignor) hereby assigns

to *Plenty Power Company* (Assignee) effective

June 1, 1997 , Franchise Number(s) *6381*

The assignee hereby takes and accepts the aforesaid franchise(s) granted by, or on behalf of, the Washington State Department of Transportation and agree to keep, perform, and observe the terms and conditions of said franchise(s).

Assignor: *Bright Light Company*

By: *Alber C. Johnson*

Alber C. Johnson
Typed/printed Name

Title: *Power Distribution Engineer*

Date: *May 15, 1997*

Assignee: *Plenty Power Company*

By: *Delbert C. McLucus*

Delbert C. McLucus
Typed/printed Name

Title: *Director of Electrical Services*

Date: *May 20, 1997*

NOTES: Please **type or print** (below the signatures) the names of the parties signing this acceptance, together with their official title.

Attach a supplementary list for multiple franchises.

Consent to the above-mentioned assignment given this 20th day of June , 1997 .

State of Washington
Department of Transportation

By: _____

Title: _____

DOT Form 224-051 EF
Revised 6/96

Example 1-12

ADVANCE
AUTHORIZATION

Washington State
Department of Transportation
Sid Morrison
Secretary of Transportation

Transportation Building
P.O. Box 47300
Olympia, WA 98504-7300

January 14, 1997

(Utility).
1940 E. 4th Avenue
Olympia, WA 98506

Attn: M.D. Woodbury

RE: SR _____ CS _____
(Section title)
Franchise No. _____
(Utility).

Gentlemen:

Reference is made to your request of January 12, 1997, for authority to perform certain work within the Washington State Department of Transportation (WSDOT) right of way in advance of a formal franchise approval.

If the provisions of the attached preliminary franchise are acceptable, please sign the endorsement below and return the original to this office. Upon receipt of the signed copy in this office, you are authorized to proceed wi the work covered in the franchise.

This advance authorization is granted with the understanding that, if for any reason the WSDOT declines to issı the franchise, the facility, regardless of its degree of completion, will be removed or otherwise abandoned in pla relocated, or constructed to the satisfaction of the WSDOT.

Please call (WSDOT Representative) to arrange a preconstruction conference.

Sincerely,

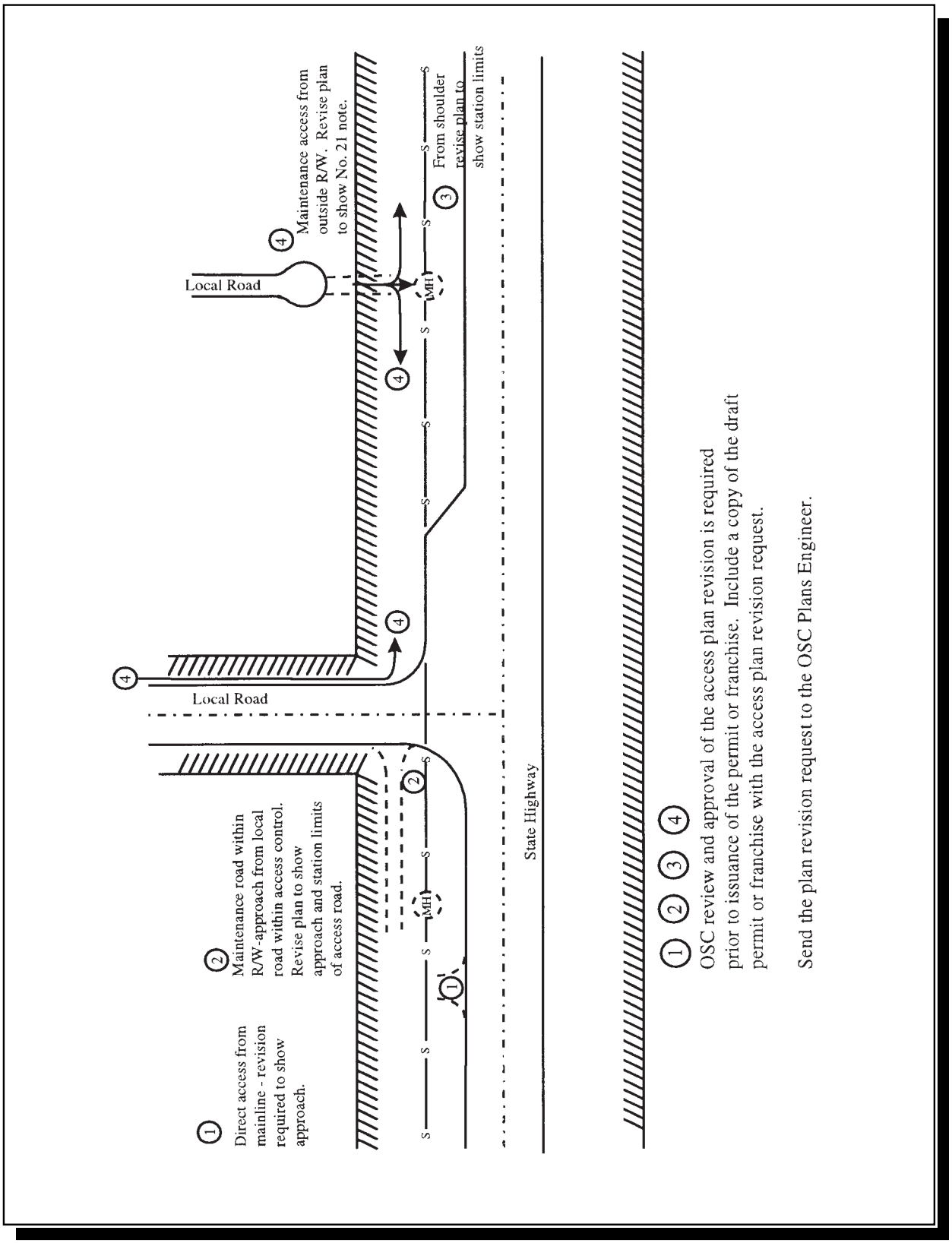
_____
(WSDOT approval authority)

ENDORSEMENT
The undersigned hereby acknowledges, agrees and accepts the provisions, conditions and stipulations as set fort in this letter and the franchise as attached hereto.

_____ _____
Date Signature

_____
Title

Example 1-13



Permits/Franchise Maintenance Access
Figure 1-1

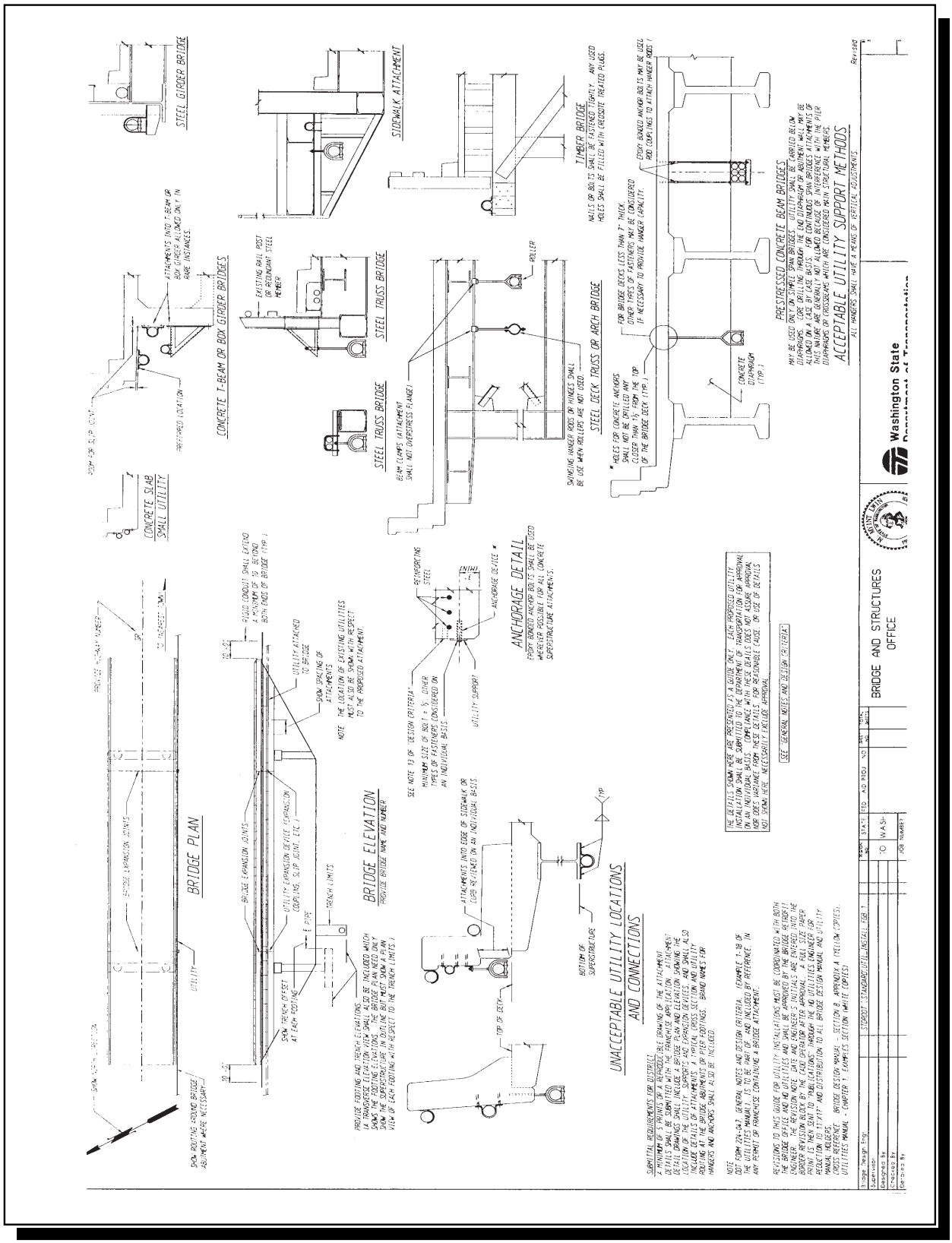

BRIDGE PLAN
BRIDGE ELEVATION
ANCHORAGE DETAIL
UNACCEPTABLE UTILITY LOCATIONS AND CONNECTIONS
ACCEPTABLE UTILITY SUPPORT METHODS
CONCRETE SLAB SMALL UTILITY
CONCRETE T-BEAM OR BOX GIRDER BRIDGES
STEEL GIRDER BRIDGE
STEEL TRUSS BRIDGE
STEEL DECK TRUSS OR ARCH BRIDGE
SIDEWALK ATTACHMENT
TIMBER BRIDGE
PRESTRESSED CONCRETE BEAM BRIDGES
BRIDGE AND STRUCTURES OFFICE
Washington State

Figure 1-2

Washington State
Department of Transportation

General Notes and Design Criteria for Utility Installations to Existing Bridges

General Notes

All materials and workmanship shall be in accordance with the requirements of the state of Washington, Department of Transportation, Standard Specifications for Road, Bridge, and Municipal Construction, current edition.

All steel in utility supports, including fastenings and anchorages, shall be galvanized in accordance with AASHTO M-111 or M-232 (ASTM A-123 or A-153 respectively).

All utilities and utility support surfaces, including any galvanized utilities, shall be given a primer coat of state standard formula A-6-86 and two coats of state standard formula C-9-86. The final coat shall match the bridge color.

Galvanized metal or aluminum utilities completely hidden from public view may be exempted from the above painting requirements.

Any painted surfaces damaged during construction shall be cleaned and painted as noted above.

Any paint splatters shall be removed from the bridge.

Appearance of the utility installation shall be given serious consideration in all cases. Where possible, the utility installation shall be hidden from public view.

The notes and criteria explained here are presented as a guide only. Each proposed utility installation shall be submitted to the Department of Transportation for approval on an individual basis. Compliance with these criteria does not assure approval, nor does variance from these criteria, for reasonable cause, necessarily exclude approval.

Exhibit " _____ "
Permit/Franchise _____
Page _____ of _____

Figure 1-3
Page 1 of 2

Design Criteria

1. All pipe lines carrying gas or highly volatile fluids shall be encased throughout the length of a structure. A sleve approximately 80 millimeters (3 inches) larger than the outside diameter of the pipe line being encased shall be used. The space between the pipe and encasement must be effectively vented at each end. All pipe systems under pressure shall state the maximum operating pressure and test pressure on the plans.

2. Utilities shall not be attached above the bridge deck nor attached to railing or rail posts.

3. Utilities shall not extend below bottom of superstructure.

4. The utilities shall be provided with suitable expansion devices near bridge expansion joints and/or other locations as required to prevent temperature and other longitudinal forces from being transferred to bridge members.

5. Rigid conduit shall extend 3 meters (10 feet) minimum, beyond the end of the bridge.

6. Utility supports shall be designed such that neither the conduit, the supports, nor the bridge members are overstressed by any loads imposed by the utility installation.

7. Utility locations and supports shall be designed so that a failure (rupture, etc.) will not result in damage to the bridge, the surrounding area, or be a hazard to traffic.

8. Conduit shall be rigid.

(Items 1 through 8 may be cross-referenced with Bridge Design Manual, Section 8-3.5D(1-8).)

9. Lag screws may be used for attaching brackets to wooden structures. All bolt holes shall meet the requirements of Sections 6-04.3(4) and 6-04.3(5) of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, current edition.

10. Welding across main members will not be permitted. All welding must be approved.

11. Utilities shall be located to minimize bridge maintenance and bridge inspection problems.

12. Attach conduits or brackets to the concrete superstructure with resin bond anchors. Lag screws shall not be used for attachment to concrete.

13. Drilling through reinforcing steel will not be permitted. If steel is hit when drilling, the anchorage location must be moved and the abandoned hole filled with nonshrink grout conforming to the requirements of Section 6-03.3(36) of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, current edition.

14. There shall be a minimum of 80 millimeters (3 inches) edge distance to the center line of bolt holes in concrete.

15. All utilities and utility supports shall be designed not only to support their dead load but to resist other forces from the utility (surge, etc.) and wind and earthquake forces. The utility company may be asked to submit one set of calculations to verify their design forces.

16. Drilling into prestressed concrete members for utility attachments shall not be allowed.

17. Water or sewer lines to be placed lower than adjacent bridge footings shall be encased if failure can cause undermining of the footing.

Exhibit " _____ "

Permit/Franchise _____

Page _____ of _____

Figure 1-3
Page 2 of 2

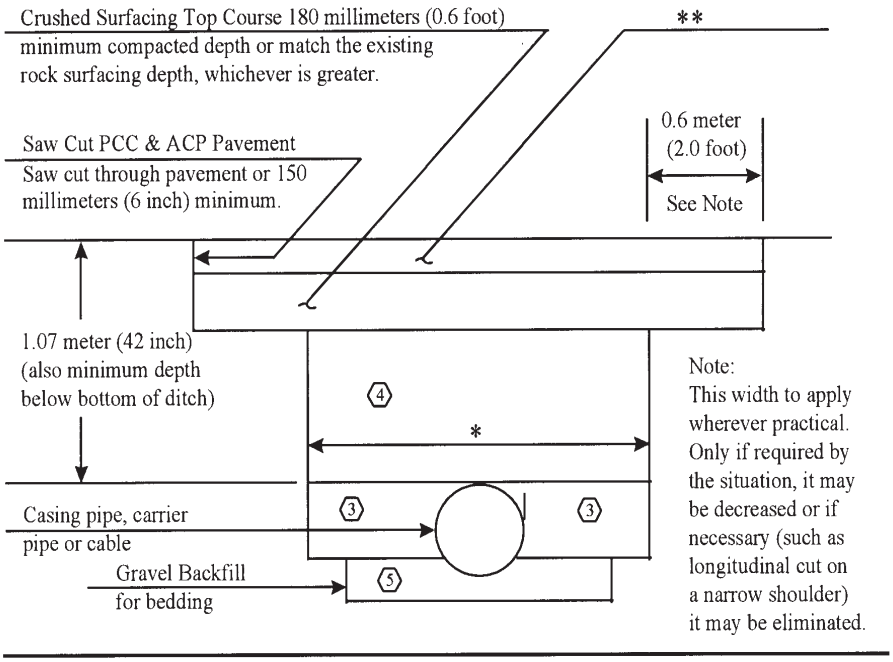
Open Cut Detail (Typical)

**Surfacing Material (A, B, or C)

A. PORTLAND CEMENT CONCRETE (PCC) Pavement will be installed 180 millimeter (0.6 foot) minimum compacted depth or match the existing pavement depth, whichever is greater.

B. ASPHALT CONCRETE PAVEMENT (ACP), Class B will be installed 90 millimeter (0.3 foot) minimum compacted depth or match the existing pavement depth, whichever is greater.

C. BITUMINOUS SURFACE TREATMENTS and similar will be replaced with 90 millimeter (0.3 foot) minimum compacted depth of ACP Class B.



REFERENCE WSDOT STANDARD SPECIFICATIONS:

1. Placing the utility facility as per Section 7-08.3(1).
2. Backfilling as per Section 7-08.3(3).

(3) Backfill material placed in 150 millimeter (0.5 foot) loose layers and compacted to 95 percent maximum density.

(4) Method C compaction as per Section 2-03.3(14)C.

(5) Bedding material optional, but utility must be placed on uniformly dense unyielding base. Bedding shall be at a depth of 152.400 millimeters (6 inches) or half the diameter of the pipe, whichever is least.

* Maximum width of outside diameter of pipe plus 0.610 meter (2 feet).

Figure 1-4

Open Cut Utility Trench Backfill Detail

Control Density Fill (CDF) on Existing Asphalt Concrete Paved (ACP) Roadway (Typical)

SURFACING:

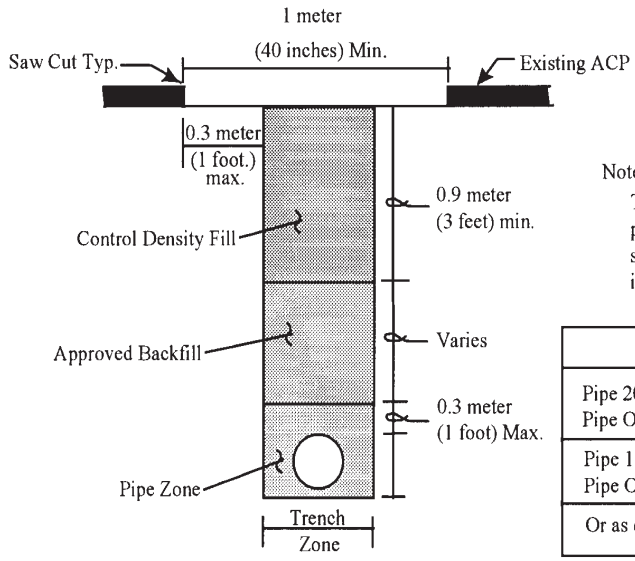
1. All ACP shall be saw cut to provide a straight, clean edge prior to paving.
2. The cut line shall be one continuous straight line from the outer excavation limits of manhole, valve box, etc.
3. Pave with 110 millimeter (0.35 foot) minimum compacted depth ACP or match existing, whichever is greater.
4. Lifts for ACP shall be an 45 millimeter (0.15 foot) minimum and 110 millimeter (0.35 foot) maximum; the temperature shall be 250 degree minimum, 325 maximum standard specifications 5-04.3(8) mix, compacted to the satisfaction of the department representative.
5. All joints shall be tacked, sealed, and sanded.
6. When surfacing exists on both sides of the trench, new ACP will be a minimum of 1 meter (40 inches) wide.

TRENCH ZONE:

1. Granular backfill as approved by local agency or WSDOT specifications for granular backfill to 0.9 meter (3 feet) below surfacing. Compacted to 95% of maximum density in the trench zone.
2. Native material may be used if approved prior to construction.
3. CDF per special provisions, 0.9 meter (3 feet) minimum depth.
4. Trench shall be plated or temporary cold mix used until paved.
5. Trench zone, see below.

PIPE ZONE:

1. Pipe zone material optional, or as specified by utility owner.
2. 0.3 meter (1 foot) maximum above top of pipe.

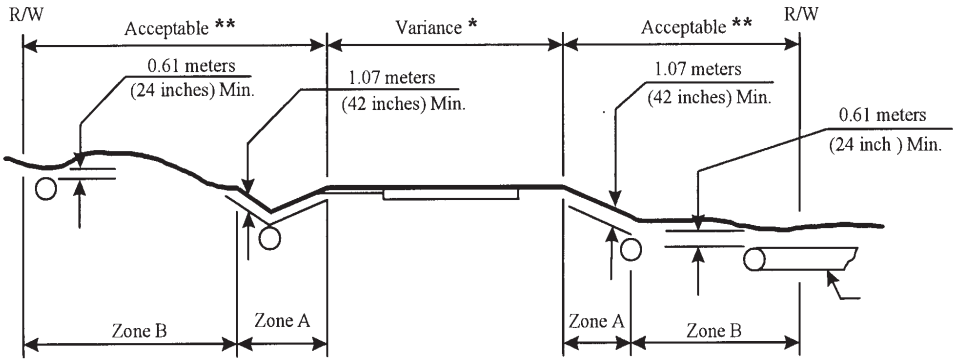


Note:
This width to apply wherever practical. Only if required by situation, it may be decreased or if necessary it may be elimenated.

Trench Zone Width
Pipe 200 millimeter (8 inches) or more = Pipe O.D. + 0.6 meter (2 feet)
Pipe 150 millimeter (6 inches) or less = Pipe O.D. + 0.3 meter (1 foot)
Or as directed by WSDOT

Figure 1-4A

Requirements Involving Underground Utility Encroachments



Typical Longitudinal Detail

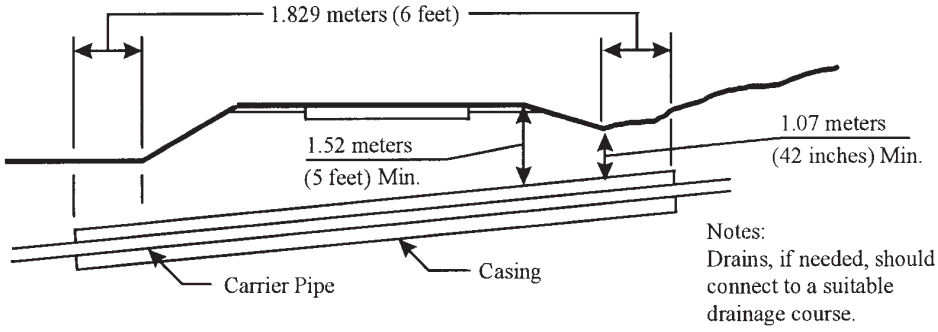
* Shoulders, all traffic lanes and medians

** "Uniform alignment and grade as near as practicable to the right of way line."

Utility facilities shall be buried in accordance with the Provisions for Permits and Franchises.

Zone A is the area within the foreslope and backslope where routine maintenance operations generally occur. This area is defined as 1.52 meters (5 feet) beyond the bottom of the ditch or 4.5 meters (15 feet) beyond the edge of the shoulder, whichever is further.

Zone B is the area outside of the roadway and Zone A.

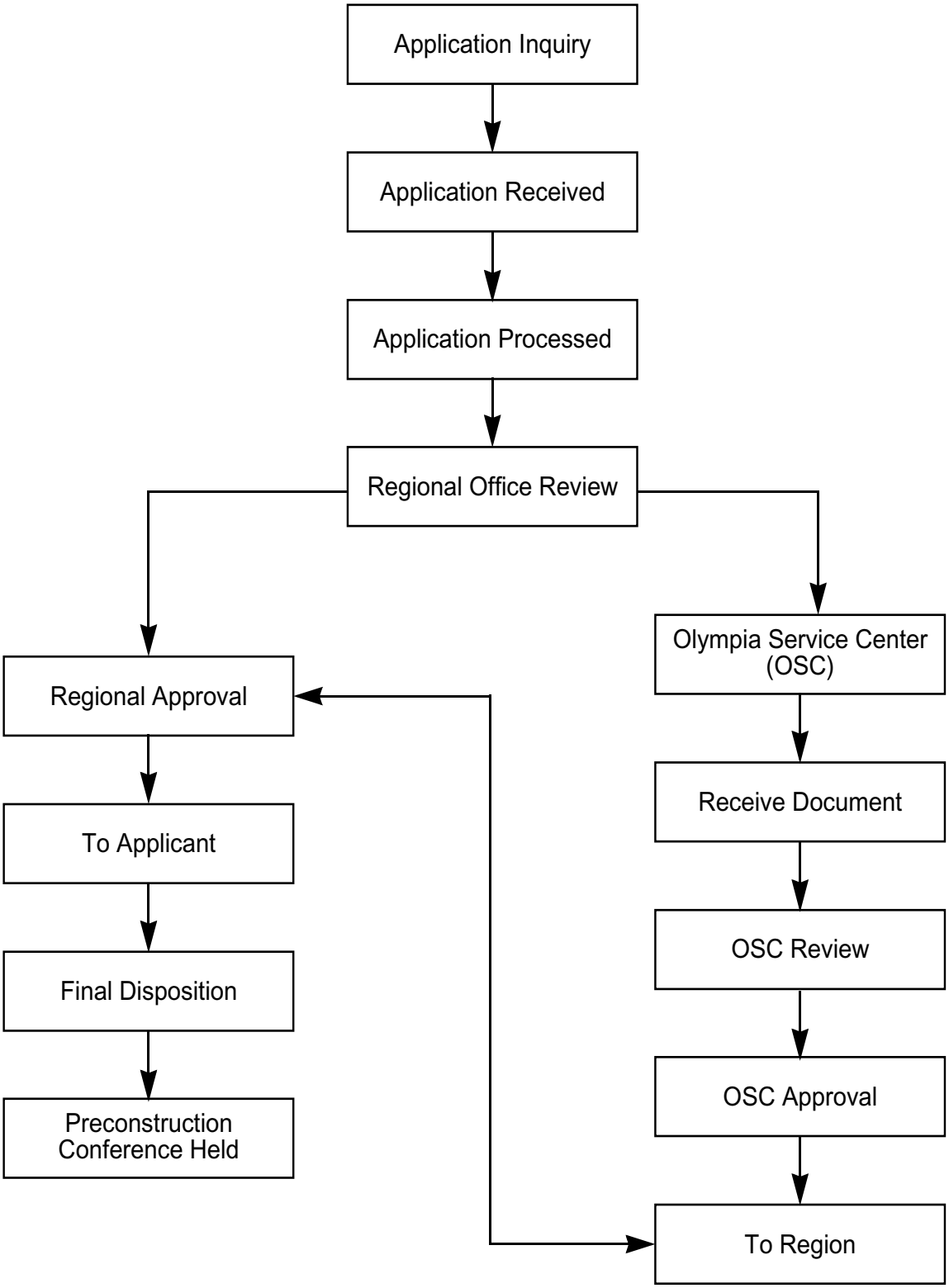


Typical Crossing Detail

Notes:
Drains, if needed, should connect to a suitable drainage course.

Casing Pipes should be sealed and vented near R/W line if required.

Figure 1-5



Flow Chart for Franchise and Permit Processing

Flow Chart for Franchise Processing

The flow chart begins with the applicant either contacting the region to discuss a proposed facility or sending an application for the proposal directly to the region-without previous discussions. Denial of the proposed facility may occur at any time during the process.

1. Region Application Process

Applicants Inquiry

a. Discuss proposed facility and request the information and data needed by the utility in advance of the application. Information/discussions may be as follows:
   (1) Proposed location of facility.
   (2) Bonding requirements.
   (3) Right of way plans.
   (4) Informational Materials.
      (a) Example maps.
      (b) Standard details.
      (c) Bond forms.
      (d) Checklist.
      (e) Miscellaneous, i.e., scenic class, traffic volumes, roadway improvement schedule, milepost log…
      (f) Application form.

Receive Application

a. Utility engineering review.
   (1) Completeness of application.
   (2) Determination for compliance with policy and procedure established by the Federal Highway Administration (FHWA) and state.
b. Administrative duties.
   (1) Research.
   (2) Accounting.
   (3) Recording.

Process Application Request

a. Discussions with applicant.
   (1) Associated problems.
   (2) Scheduling a field review with applicant (only if requested or desirable).
   (3) Policy requirements not complete.
b. Document preparation.
   (1) Compile data.
   (2) Draft document.
   (3) Administrative assistance, i.e., complete document.

c. Route for regional reviews.

Regional Office Review

a. Address concerns from reviews.
   (1) Research.
   (2) Discussions.
   (3) Correspondence.
b. Make revisions and/or copies.
c. Schedule for region level approval and/or Olympia Service Center (OSC) review/approval.

2. Region Approval/OSC Review and/or Approval Procedures

Regional Level Approval

a. Send approved document to applicant.
b. Final Processing Disposition.
   (1) Distribute copy to appropriate offices within the region.
   (2) Administrative duties.
   (3) Input data into "Utility Franchise and Permit" (UFP) computer system.
c. Preconstruction Conference Held.

OSC Review/Approval

a. Receive Document at OSC.
   (1) Utility engineering review.
      (a) Check document completeness.
      (b) Check for satisfactory justification.
      (c) Give in-depth determination if proposed facility complies with policy and procedures established by the FHWA and state.
      (d) Research.
   (2) Administrative duties, i.e., recording.
b. Review Application Request.
   (1) Discussions/correspondence with the region.
      (a) Associated concerns.
      (b) Policy requirements not complete.
   (2) OSC review routing.
      (a) Address concerns from review.
         1) Research.
         2) Discussions.
         3) Correspondence.

(b) Final evaluation.

1) Make recommendations.

Schedule for Approval

a. Put on calendar agenda.

b. Prepare correspondence.

Return Document to region for Further Processing

Check List for Utility Permits and Franchises

The following check list is being provided to enhance the initial application process and its contents are not to be considered absolute.

Application Form Office Review

1. Has a reproducible of the map been provided?
2. Has one copy of the map been provided with highlight or color code to show the facilities?

Note: Pictures or photographs, if available, help with the visibility of the proposal.

3. Is the "Utility Facility Description" (UFD) sheet complete?
4. Has the processing fee been included and in the correct amount?
5. Does the utility have a Blanket Surety Bond?
6. Is the utility representative's name and phone number on the application?
7. Has the application been signed as required?
8. Is the request in accordance with department policy? If not, is an acceptable letter of justification included with the application?
9. Does the proposed utility construction conflict with any department construction projects?
10. What is the proposed start and completion date of this proposed utility project.

Franchise and Permit Exhibit Maps (When Required)

1. Are all exhibit markings clearly reproducible?
2. Are the state highway mileposts computed to the nearest hundredth of a mile?
3. Have the following items been labeled with mileposts on the map?
   a. Beginning and ending point(s) of facility(ies).
   b. Change in the size or type of facility(ies).
   c. Change in offset distance.
   d. Location of facility(ies) entering and leaving department right of way.
   e. Location of above ground objects.
   f. Location of below ground appurtenances.
   g. Side connections.
   h. Crossings.
4. Have the following been included on the plan/map exhibit?
   a. Section, township, and range lines.
   b. Hundred foot station increments and offset distances of facility from centerline of highway.
   c. Connections to existing facilities covered by franchise/permit.
   d. Facility(ies) labeled existing, proposed, joint use poles, underground or aerial.
   e. Facility and appurtenances types, sizes (casing, conduit, voltage, gravity flow pressure, etc.).

5. Are the proposed facilities drawn (or shown) to scale?
6. Is all lettering a size that would be legible on reproduced and/or reduced size copies?
7. Are typical cross-sections included?
8. If bridge attachment details are required, are they complete?
9. If the application contains a facility(ies) not in accordance with department policy, is the location of each specifically defined?

Review — office/field

1. Are all locations of the facility(ies), including beginning, ending, last pole or point, first pole or point, crossings, side lines the same as designated on the UFD or exhibit map?
2. Are all existing and/or proposed facilities indicated on the exhibit map (existing, if renewal or consolidation)?
3. Does this proposed facility replace an existing facility?
4. If replacement is involved:
   a. Will the existing facility be removed?
   b. Will the existing facility be abandoned?
   c. Where is it located?
   d. When will it be removed?
   e. What is the size and type?
   f. What is the permit or franchise number(s) on the existing facility?
5. Does this facility require routine maintenance?
6. How often will maintenance be required?
7. From what points of access will the facility be served? (Adjacent land, private easement, frontage road, state highway, etc.)
8. Do the cross-sections indicate the actual situations in the field?
9. Based on the offset distance from the maps and/or UFD is the location of the proposed facilities feasible?
10. If an underground crossing is included, will the crossing be jacked, bored, tunneled, etc.?
11. What will the maximum depth of the boring and receiving pits be to make the buried crossing?
12. What will be the minimum distance from the edge of the traveled pavement to the beginning of the pit? Will protection be necessary?
13. Are the attached bridge attachment details and the specified locations indicated correctly?
14. Will the proposed facility be installed by the utility's own forces or by contract?
15. If this proposed facility is not in accordance with department policy, have alternate routes been studied?
    a. Have the alternate routes been described?
    b. Has explanation been given why the alternate routes are not feasible?

16. Have other utilities been identified in the area?
17. Are the proposed facilities to be placed on joint use poles?

Control Zone Guidelines Check List

The following information is needed for above ground utility objects: (see also Appendix 5, 6, and 7)

1. Information needed on the UORR form to compute control zone distance.
    a. Left or right of centerline (based on mileposting).
    b. Object number (identification number of object designated by the utility, if any).
    c. Shoulder width (generally from the fog line to the edge of asphalt)
    d. Slope distance (horizontal distance from the edge of shoulder to the bottom of ditch or toe of fill slope).
    e. Distance the object is from edge of traveled way (outer limit of through traffic lane).
    f. Distance the object is from edge of traveled way of an intersecting road or driveway).
    g. Ditch foreslope and backslope. Identify direction. For example, 1V:3H
    h. Location of object (Location I, II, or III.)
    i. Posted legal speed limit.
    j. Posted advisory speed limit.
    k. Average daily traffic volume (ADT).
    l. Barrier requirements for existing fill slopes (See Design Manual, Section 700).
2. Control zone distance.
3. Recovery area distance (when fill section slope is 1V:3H or steeper).
4. Right of way width.
5. Reasons facility should not be located outside control zone or Location III.
6. Cost comparisons.
7. History of accidents involving utility objects at this location, if any.
8. Address alternate countermeasures including:
    a. Placing utility lines underground.
    b. Increasing offset distance from highway.
    c. Placing behind existing protective devices.
    d. Construction new protective devices.
    e. Location in an inaccessible area.
    f. Reducing number of objects.
    g. Using breakaway design.
9. Cross-section showing pertinent measurements along with computations.
10. Location of objects with respect to being inside or outside of horizontal curves.

11. Scheduled replacement date of object. If none scheduled, what is the remaining life expectancy of the object?
12. Terrain features that limit the placement of the objects.
13. Other existing objects in the control zone.
14. Any other information the utility feels is pertinent.

Instructions for Completing a Permit or Franchise Application Form

1. Utility Permit and Franchise Application Instructions
2. Utility Permit or Franchise Example
3. General Permit
4. Category Installation Types
5. Category 4 Confirmation of Compliance Form

Instructions to Complete the Utility Facility Description (UFD) Sheet

1. UFD Examples

Exhibit Map Example

* Instructions to complete Application for Utility Permit or Franchise

Please reference page 3 for each of the corresponding line items.

1. For Washington State Department of Transportation (Department) use only. Department assigned Permit/Franchise Number.
2. Check whether Permit, Franchise, or Franchise Amendment. Check whether a Consolidation or Renewal. (more than one box can be checked) Check appropriate box for Category 1, 2, or 3.

   Notes: See pages 7 - 9 for definitions of Categories 1, 2, and 3.

   See definition and procedure on pages 10 and 11 if request is for a Category 4 same side service connection.
3. Enter brief description of intended use of Department right-of-way.
   Examples: 25X Aerial Cable
   15kv underground power line
4. Enter state route number.
5. Enter beginning milepost of facility. Contact the Regional Utilities Office if a copy of the right of way plan is needed.
6. Enter ending milepost of facility.
7. Enter the County in which the facility is being placed.
8. Enter 1/4 section description for beginning of facility, e.g., NE 1/4 of SE 1/4.
9. Enter section number for beginning of facility.
10. Enter township number for beginning of facility.
11. Enter range number for beginning of facility.
12. Enter 1/4 section description for ending of facility, e.g., SE 1/4 of NE 1/4.
13. Enter section number for ending of facility.
14. Enter township number for ending of facility.
15. Enter range number for ending of facility.
16. Enter the proper fee from the top of the form. **(Make checks or money orders payable to "Washington State Department of Transportation.")**
17. Name of applicant such as 'Acme Power', address of applicant, telephone number including area code, applicant authorized signature, print or type name, enter title, enter date of application, enter Federal Tax ID number or Social Security Number.

* Instructions to complete Application for General Permit are the same as items 3 through 17. See Application for General Permit, page 5 for 2a and 2b.

2a. Application made by residents of this State to remove specified quantities of materials which have no market value in place and which the Department desires to be removed from State owned lands which are under the jurisdiction of the Department will be subject to a $2.50 fee.

2b. Reimbursable Account. For Department use only.

Washington State Department of Transportation

Application for Utility Permit or Franchise

Permit/Franchise No. (1)

Applicant - Please print or type all information

Application is Hereby Made For: (2)

- ☐ Permit
- ☐ Franchise ☐ Amendment
- ☐ Franchise Consolidation $300.00
- ☐ Franchise Renewal $250.00

- ☐ Category 1 $500.00
- ☐ Category 2 $300.00
- ☐ Category 3 $150.00

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

(3) _____ on a portion of

State Route (4) (at/from) MilePost (5) to Mile Post (6) in (7) County,

to begin in the (8) Section (9) Township (10) North: Range (11) West/East W.M.

and end in the (12) Section (13) Township (14) North: Range (15) West/East W.M.

Fees in the amount of $ (16) are paid to defray the basic administrative expense incident to the processing of this application according to WAC 468-34 and RCW 47.44 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."**

(17)
Applicant (Referred to as Utility)

Applicant Authorized Signature

Address

Print or Type Name

City State Zip Code

Title

Dated this _____ day of _____, _____

Telephone

Applicant Reference (WO) Number

Federal Tax ID Number or Social Security Number

Authorization to Occupy Only If Approved Below

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

For Department Use Only

Exhibits Attached

Department Approval

By: _____

Title: _____

Date: _____

Expiration Date: _____

DOT Form 224-696 EF
Revised 3/97

Page 1 of 2

General Provisions

1. This document is subject to RCW 47.32, RCW 47.44 and WAC 468-34 and amendments thereto.
2. The Utility, its successors and assigns agree to indemnify, defend and hold the State of Washington, its officers and employees harmless from all claims, demands, damages, expenses or suits that: (1) arise out of or are incident to any negligence by the Utility, its agents, contractors or employees in the use of the highway right of way pursuant to this document or (2) are caused by the breach of any of the conditions of this document by the Utility, its contractors, agents or employees.

   Nothing herein shall require the Utility to indemnify and hold harmless the State of Washington and its officers and employees from claims, demands, damages, expenses or suits based solely upon the conduct or negligence of the State of Washington, its agents, officers, employees and contractors and provided further that if the claims, demands, damages, expenses or suits are caused by or result from the concurrent negligence of (the Utility, its agents, contractors or employees and or any person whomsoever, in connection with Utility's, its assigns', agents', contractors' or employees of the State of Washington, its agents, officers, employees and contractors, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Utility's negligence or the negligence of the Utility's agents, employees or contractors.

   Any action for damages against the State of Washington, its agents, officers, contractors or employees arising out of damages to a utility or other facility located on the highway right of way shall be subject to the provisions of RCW 47.44.150.

   The Utility, and on behalf of its assigning, agents, licensees, contractors and employees agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it or its agents, contractors, licenses, employees or customers in connection with Utility's, its assigns' agents', contractor's licensees' or employee's construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this document against the State of Washington, its agents, or employees except the reasonable costs of repair to property resulting from the negligent injury or damage to Utility's property by the State of Washington, its agents, contractors or employees.
3. Whenever necessary for the construction, repair, improvement, alteration, or relocation of all or any portion of said highway as determined by the Department, or in the event that the lands upon which said highway is presently located shall become a new highway or part of a limited access highway, or if the Department shall determine that the removal of any or all facilities from the said lands is necessary, incidental, or convenient to the construction, repair, improvement, alteration, or relocation of any public road or street, the Utility shall, upon notice by the Department, relocate or remove any or all of such facilities from said highway as may be required by the Department at the sole expense of the Utility to whom this document is issued or their successors and assigns.
4. All such changes, reconstruction, or relocation by the Utility shall be done in such manner as will cause the least interference with any of the Department's performance in the operation and maintenance of the highway.
5. This document shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting rights of like or other nature or other public or private utilities, nor shall it prevent the Department from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
6. The department may revoke, amend, or cancel this permit at any time by giving written notice to the Utility. The Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after written notice of cancellation will be removed by the Department at the expense of the Utility.
7. Any breach of any of the conditions and requirements herein made, or failure on the part of the Utility of this franchise to proceed with due diligence and in good faith with construction work hereunder shall subject this franchise to cancellation after a hearing before the Department, of which said hearing the Utility shall be given at least 10 days written notice, if at that time the Utility is a resident or is doing business in the State of Washington; otherwise, by publishing a notice of said hearing once a week for two consecutive weeks in a newspaper of general circulation in Thurston County, Washington, the last publication to be at least 10 days before the date fixed for said hearing.
8. The Utility shall maintain at its sole expense the structure or object for which this document is granted in a condition satisfactory to the Department.
9. Upon failure, neglect, or refusal of the Utility to immediately do and perform any change, removal, relaying, or relocating of any facilities, or any repairs or reconstruction of said highway herein required of the Utility, the Department may undertake and perform such requirement, and the cost and expense thereof shall be immediately repaid to the Department by the Utility.
10. Upon approval of this document, the Utility shall dilligently proceed with the work and comply with all provisions herein.
11. Whenever it is deemed necessary for the benefit and safety of the traveling public, the Department hereby reserves the right to attach and maintain upon any facility by the Utility under this document any required traffic control devices, such as traffic signals, luminaires, and overhead suspended signs, when the use of such devices or attachments does not interfere with the use for which the facility was constructed. The Department shall bear the cost of attachment and maintenance of such traffic control devices, including the reasonable cost of any extra construction beyond normal; such extra cost to be determined jointly by the Department and the Utility of this document. It is not to be construed that the Department is to share in the normal cost of installation, operation, or maintenance of any of the facilities installed under this document.
12. No assignment or transfer of this franchise in any manner whatsoever shall be valid nor vest any rights hereby granted until the Department consents thereto and the assignee accepts all terms of this franchise. Attempting to assign this franchise without Department consent shall be cause for cancellation as herein provided.
13. No excavation shall be made or obstacle placed within the limits of the State highway in such a manner as to interfere with the travel over said road unless authorized by the Department.
14. If the work done under this document interferes in any way with the drainage of the State highway, the Utility shall wholly and at its own expense make such provisions as the Department may direct to take care of said drainage.
15. On completion of this work, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Department.
16. All of the work shall be done to the satisfaction of the Department, and all costs incurred by the Department shall be reimbursed by the Utility.
17. The Utility pledges that performance of routine cutting and trimming work will be accomplished in such a manner that the roadside appearance will not be disfigured. When major work is involved or damage to roadside appearance may become significant, the Utility shall secure the approval of the Department in advance of the work.
18. The Utility hereby certifies that the facilities described in this document are in compliance with the Control Zone Guidelines.

DOT Form 224-696 EF
Revised 3/97

Page 2 of 2

Washington State Department of Transportation

Application for Utility Permit or Franchise

Permit/Franchise No. _____

Applicant - Please print or type all information

Application is Hereby Made For:
- ☐ Permit
- ☒ Franchise ☐ Amendment
- ☐ Franchise Consolidation $300.00
- ☐ Franchise Renewal $250.00

- ☐ Category 1 $500.00
- ☐ Category 2 $300.00
- ☒ Category 3 $150.00

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

proposed aerial and underground 12.5KV power facility on a portion of

State Route *SR 163* (at/from) MilePost *33.99* to Mile Post *34.24* in *King* County,

to begin in the *NW 1/4 SE 1/4* Section *33* Township *21* North: Range *4* ~~West~~/East W.M.

and end in the *SW 1/4 NE 1/4* Section *33* Township *21* North: Range *4* ~~West~~/East W.M.

Fees in the amount of $ 150 are paid to defray the basic administrative expense incident to the processing of this application according to WAC 468-34 and RCW 47.44 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."**

New Electric Power Company
Applicant (Referred to as Utility)

123 South 4th Avenue
Address

Wahkiakum *WA* *99999*
City State Zip Code

(201)642-1127
Telephone

X1234 John Doe
Applicant Reference (WO) Number

John Doe
Applicant Authorized Signature

John Doe
Print or Type Name

Line Extension Manager
Title

Dated this *31st* day of *February*, *1997*

91-12345678
Federal Tax ID Number or Social Security Number

Authorization to Occupy Only If Approved Below

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

For Department Use Only

Exhibits Attached

Department Approval

By: _____

Title: _____

Date: _____

Expiration Date: _____

DOT Form 224-696 EF
Revised 3/97

Washington State Department of Transportation

Application for General Permit

Permit No. _____

Applicant - Please print or type all information

Application is Hereby Made For: ☐ General Permit (No Fee)
2a ☐ General Permit $2.50 (Subject to RCW 47.12.140(2)) Reimb. Acct. _____ 2b

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

_____

_____

_____

_____

on a portion of State Route _____ (at/from) MilePost _____ to Mile Post _____ in _____ County,

to begin in the _____ Section _____ Township _____ North: Range _____ West/East W.M.

and end in the _____ Section _____ Township _____ North: Range _____ West/East W.M.

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

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

Applicant (Referred to as Grantee)	Applicant Authorized Signature
Address	Print or Type Name
City State Zip Code	Title
Telephone	Dated this _____ day of _____, _____
Applicant Reference (WO) Number	Federal Tax ID Number or Social Security Number

Authorization to Occupy Only If Approved Below

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

For Department Use Only

Exhibits Attached	**Department Approval**
	By: _____
	Title: _____
	Date: _____
	Expiration Date: _____

DOT Form 224-698 EF
3/97

UTILITY ACCOMMODATION
FRANCHISE AND PERMIT PROCESS IMPROVEMENT

UTILITY APPLICATION	INSTALLATION TYPE	WSDOT REVIEW	APPROVAL DOCUMENT	UTILITY PROCEEDS
Utility Facility Description (Plans and data as required by the Category)	**Category 1 (Extensive Impact)**	Utilities Office Maintenance, Traffic, Others as needed	The Utility Application marked: Permit Franchise, or Franchise Amendment with Exhibits Signed by WSDOT	Receives Approval Document Holds Preconstruction Conference
	Category 2 (Questionable Impact)	Utilities Office & Others as needed		
	Category 3 (Minimal Impact)	Utilities Office		
NO APPLICATION NEEDED	**Category 4 (Exempted same side service connections)**			

The Category descriptions and requirements follow:

NOTE : When an installation involves more than one Category the most restrictive Category applies.

Category 1 (Extensive Impact)

Utility installations within this category include any or all of the following conditions:

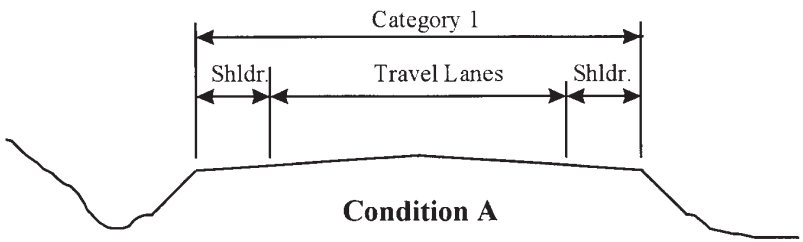
A. Longitudinal installations located within the roadway prism between the outside edges of the shoulders.
B. Longitudinal Installations located within limited access.
C. Installations requiring open cuts of the paved roadway.
D. Installations attached to any bridge or structure.
E. Buried installations located within the zone of influence of a bridge footing.
F. Installations which are a variance to the requirement of the Utility Accommodation Policy.
G. Above ground installations for which a Control Zone reclassification approval is required.

The application will include:

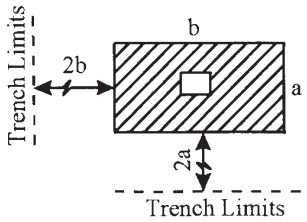
- The Utility Facility Description Form
- Utility developed plans which describe the installation in detail.
- Utility developed data which convincingly justifies the installation.
- Relocation records for above ground object installations.

These applications will be reviewed in detail by more than one DOT office.

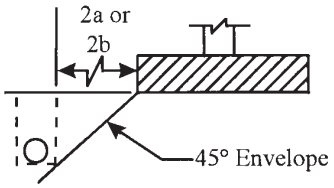
The Bridge and Structures Office shall approve all excavations and borings below the bottom of footing, seal, or pile group which are within a horizontal distance from the edge of a structural footing equal to twice the width of the footing, or below the 45° envelope from the bottom of the footing as shown in the following details. Typical views below show the allowable limits.



Condition A



Top View



Elevation View

Category 2 (Possible Impact)

Utility installations within this category include any or all of the following conditions:

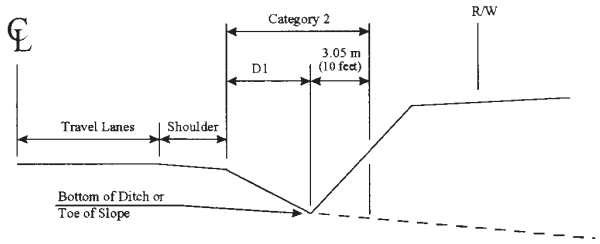
A. Longitudinal installations located **within** an area described as:
The horizontal distance (D1) from the outside edge of the shoulder to the bottom of ditch or toe of slope plus either;
1. 3.05 meters (10 feet), or:
2. The horizontal distance (D2) to a point 1.52 meters (5 feet) from the R/W line whichever is less.(See examples below.)

B. Above ground installations for which a Control Zone 5/15 reclassification approval is required.
C. Installations which are relocated as a result of DOT highway project.
D. Installations requiring a notice of filing.
E. Installations requiring environmental permits.
F. Limited access highway crossings.
G. Installations for which an individual bond is required.
H. Installations by a utility which has repeatedly violated the requirements of the Utility Accommodation Policy during previous facility installations.
I. Drainage

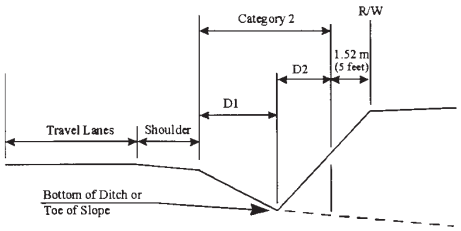
The application will include:

- The Utility Facility Description Form
- Utility developed plans and data which adequately describes the installation and any special features.
- Relocation records for above ground object installations.

These applications may require review by more than one DOT office.



Example 1



Example 2

Category 3 (Minimal Impact)

Utility installation within this category include any or all of the following conditions:

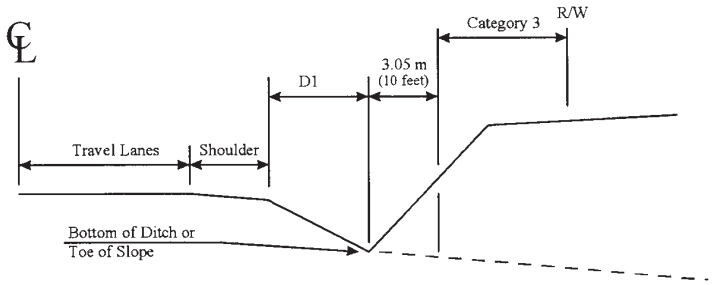
A. Longitudinal installations located **beyond** an area described as:
The horizontal distance (D1) from the outside edge of the shoulder to the bottom of ditch or toe of slope plus either;
   1. The horizontal distance (D2) to a point 1.52 meters (5 feet) from the R/W line or;
   2. 3.05 meters (10 feet);
   whichever is less.(See examples below.)

B. Non-exempt same side service connections.
C. Non-limited access highway crossings.
D. Above ground installations complying with the Control Zone Location III object definition.
E. Installations involving a change in capacity of facilities located within existing conduits or on existing poles.

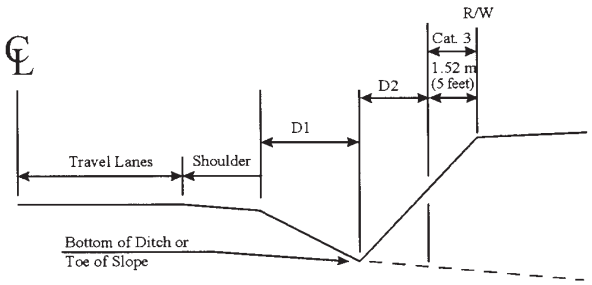
The application will include:

- The Utility Facility Description Form
- Relocation records for above ground object installations.
- Justification for utility location if proposed between a point 3.05 meters (10 feet) beyond the bottom of the roadway ditch or toe of fill and a point 1.52 meters (5 feet) inside of the WSDOT right of way.

These applications will be reviewed in the Region Utilities Office to verify data submitted.



Example 1



Example 2

Category 4 (Exempted Same Side Service Connections)

Utility installations within this category include same side service connections meeting all of the following requirements:

A. A service connection of a size which:

1.	Power	is 15 kv or less
2.	Telephone	is 25 pair or less
3.	Natural Gas	is 32 mm (1 1/4 inch) I. D. or less
4.	Gravity Sewer	is 100 mm (4 inch) I. D. or less
5.	Forced Sewer	is 50 mm (2 inch) I. D. or less
6.	Water	is 25 mm (1 inch) I. D. or less
7.	Television	is 13 mm (1/2 inch) O. D. or less
8.	Fiber Optic Communication	serves 4 or less residential units.

B. Installations will not require open cuts of the paved roadway.
C. The service must originate at an existing Franchised or Permitted facility.

These installations will not require a permit; provided that,

- Written confirmation of compliance to the above requirements is submitted to the Maintenance Office.
- Installations will conform to the requirements of the Utility Accommodation Policy.
- Telephonic notification will be made to the Maintenance Office prior to beginning work on highway right of way.

Washington State
Department of Transportation

CATEGORY 4
Utility Confirmation of Compliance

Date:_____

_____ REGION: AREA ____ MAINTENANCE OFFICE

UTILITY: _____
Contact: _____
Phone: _____
Fax: _____

UTILITY'S CONTRACTOR: _____
Contact: _____
Phone: _____
Fax: _____

Existing Permit or Franchise No. _____.

Service Connection:
Size _____ Material _____ Type _____
When:
Date _____ Time _____

Where:
SR _____ Mile Post _____ Vicinity of _____

This installation will conform to the requirements of WAC 468-34-110 and the Utilities Accommodation Policy.

_____ _____
Name Authorized Signature

SYMBOLS:
Right of Way (R/W)_____

Edge of Pavement (EOP) _

Centerline (C/L) of SR _____ _ _____ _ _____

Edge of Pavement (EOP) _

Right of Way (R/W) _____

PLAN - UTILITY LOCATION

(Show North Arrow)

Instructions to complete Utility Facility Description

Please reference page 14 for each of the corresponding line items.

A Utilities Field Review Contact Person. Company representative who has information on the project.

B Telephone number including area code of field review contact person.

C For Utility use. Utility reference number/work order number.

D For Department use. Department assigned permit/franchise number.

E Enter state route number

F Scenic classification designation of affected section of highway from Accommodations Policy or contact the Department's Regional Utilities Office.

G Access control designation of affected section of highway. Contact the Department's Regional Utilities Office.

H Enter beginning milepost of facility. (nearest hundredth)

I Enter ending milepost of facility. (nearest hundredth)

J Milepost (MP) of reference point, e.g,. MP 8.80, Smith Road or MP 9.00, Milepost sign. (Possible reference points may include intersection, junction, overpass, underpass, bridge, etc.)

K Distance from Reference MP to beginning of facility, e.g., 170.68 meters (560 feet) west.

L Description of facility. Be as complete as possible including size of casings.

M Milepost to Milepost reference for Facility detail line or Milepost of crossing. (nearest hundredth)

N Is facility on the Left, Right or Crossing of highway as looking ahead in the direction of mileposts.

O Distance from centerline to facility.

P Distance from Edge of Traveled Way to facility.

Q Depth or height of facility from finished grade.

R Horizontal distance from outside edge of shoulder to bottom of ditch or toe of slope.

S Description of facility to be constructed.

T Right-of-way width on the left from highway centerline to edge of right-of-way. Contact the Departments Region Utilities Office if a copy of the right-of-way plan is needed.

U Right-of-way width on the right from highway centerline to edge of right-of-way. Contact the Departments Region Utilities Office if a copy of the right-of-way plan is needed.

V Enter remarks to further describe facility placement as noted on form.

W Page number.

X Total number of facility description pages.

Y Utility Facility Description — Continued for additional Facility Detail lines. See page 15.

Washington State Department of Transportation

Utility Facility Description

Applicant Field Contact Person	Field Contact Phone Number	Applicant Reference (WO) Number	Permit/Franchise No.
A	B	C	D

State Route	Highway Scenic Class	Access Control	Begin MP	End MP	Reference MP	Distance and Direction (From nearest reference MP)
E	F	G	H	I	J	K

Facility Description

L

Facility Detail

MP to MP		Lt/ Rt/ Xing	Offset Distance				Description	R/W Width		Remarks
M			From Centerline	From Traveled Way	Depth/ Height	D_1	Item to be Installed / Constructed	Left	Right	Including Pertinent Topography Info. (Turnouts, Road Approaches, Intersections, Cut, Fill, Culvert, Guardrail, etc.) Xing Technique, Control Zone Obj., Enter-Leave R/W
		N	O	P	Q	R	S	T	U	V

DOT Form 224-697 EF
Revised 3/97

Exhibit "B" Page W of X Pages

Utility Facility Description - Continued

Y

Applicant Reference (WO) Number	Permit/Franchise No.

Facility Detail

MP to MP		Lt/ Rt/ Xing	Offset Distance				Description	R/W Width		Remarks
			From Centerline	From Traveled Way	Depth/ Height	D_1	Item to be Installed / Constructed	Left	Right	Including Pertinent Topography Info. (Turnouts, Road Approaches, Intersections, Cut, Fill, Culvert, Guardrail, etc.) Xing Technique, Control Zone Obj., Enter-Leave R/W

DOT Form 224-697A EF
Revised 3/97

Exhibit "B" Page _____ of _____ Pages

Washington State Department of Transportation

Utility Facility Description

Applicant Field Contact Person	Field Contact Phone Number	Applicant Reference (WO) Number	Permit/Franchise No.
John Doe	(321) 642-1127	X1234	

State Route	Highway Scenic Class	Access Control	Begin MP	End MP	Reference MP	Distance and Direction (From nearest reference MP)
163	C	None	33.99	34.24	MP 33.90	498' NW of 364th Street

Facility Description

Proposed 12.5KV aerial and underground power facilities.

Facility Detail

MP to MP		Lt/ Rt/ Xing	Offset Distance				Description	R/W Width		Remarks
			From Centerline	From Traveled Way	Depth/ Height	D_1	Item to be Installed / Constructed	Left	Right	Including Pertinent Topography Info. (Turnouts, Road Approaches, Intersections, Cut, Fill, Culvert, Guardrail, etc.) Xing Technique, Control Zone Obj., Enter-Leave R/W
33.99		Rt	46'	34'	30'		Aerial - Proposed 12.5KV		50'	Connect to Exist. Pole, Fran. 4762
33.99	34.06	Rt	46'	34'	30'		Aerial - Proposed 12.5KV		50'	Aerial to new pole
34.06		Xing			30'		Aerial service crossing	50'	50'	Attach to pole Rt to outside RW Lt.
34.06	34.12	Rt	46'		30'		Aerial - Proposed 12.5KV		50'	end aerial at new pole with down guy
34.12		Xing			5'		Proposed 12.5KV Underground	50'	50'	2" BIP Casing
34.12	34.24	Lt	48'	36'	24"		Proposed 12.5KV Underground	50'		Connect to Exist U'gnd, Fran 5434
34.24		Xing			5'		Underground service crossing	50'	50'	2" BIP Casing

DOT Form 224-697 EF
Revised 3/97

Exhibit "B" Page 1 of 1 Pages

Washington State
Department of Transportation

Utility Facility Description

Applicant Field Contact Person	Field Contact Phone Number	Applicant Reference (WO) Number	Permit/Franchise No.
John Doe	(321) 642-1127	X1234	

State Route	Highway Scenic Class	Access Control	Begin MP	End MP	Reference MP	Distance and Direction (From nearest reference MP)
163	C	None	33.99	34.24	MP 33.90	151.8 meters NW of 364th St

Facility Description

Proposed 12.5KV aerial and underground power facilities.

Facility Detail

MP to MP		Lt/ Rt/ Xing	Offset Distance				Description	R/W Width		Remarks
			From Centerline	From Traveled Way	Depth/ Height	D_1	Item to be Installed / Constructed	Left (meter)	Right (meter)	Including Pertinent Topography Info. (Turnouts, Road Approaches, Intersections, Cut, Fill, Culvert, Guardrail, etc.) Xing Technique, Control Zone Obj., Enter-Leave R/W
33.99		Rt	14 m	10.4 m	9.1 m		Aerial - Proposed 12.5KV		15.2	Connect to Exist. Pole, Fran. 4762
33.99	34.06	Rt	14 m	10.4 m	9.1 m		Aerial - Proposed 12.5KV		15.2	Aerial to new pole
34.06		Xing			9.1 m		Aerial service crossing	15.2	15.2	Attach to pole Rt to outside RW Lt.
34.06	34.12	Rt	14m		9.1 m		Aerial - Proposed 12.5KV		15.2	end aerial at new pole with down guy
34.12		Xing			1.5 m		Proposed 12.5KV Underground	15.2	15.2	51 mm BIP Casing
34.12	34.24	Lt	14.6 m	11 m	0.6 m		Proposed 12.5KV Underground	15.2		Connect to Exist U'gnd, Fran 5434
34.24		Xing			1.5 m		Underground service crossing	15.2	15.2	51 mm BIP Casing

DOT Form 224-697 EF
Revised 3/97

METRIC

Exhibit "B" Page 1 of 1 Pages

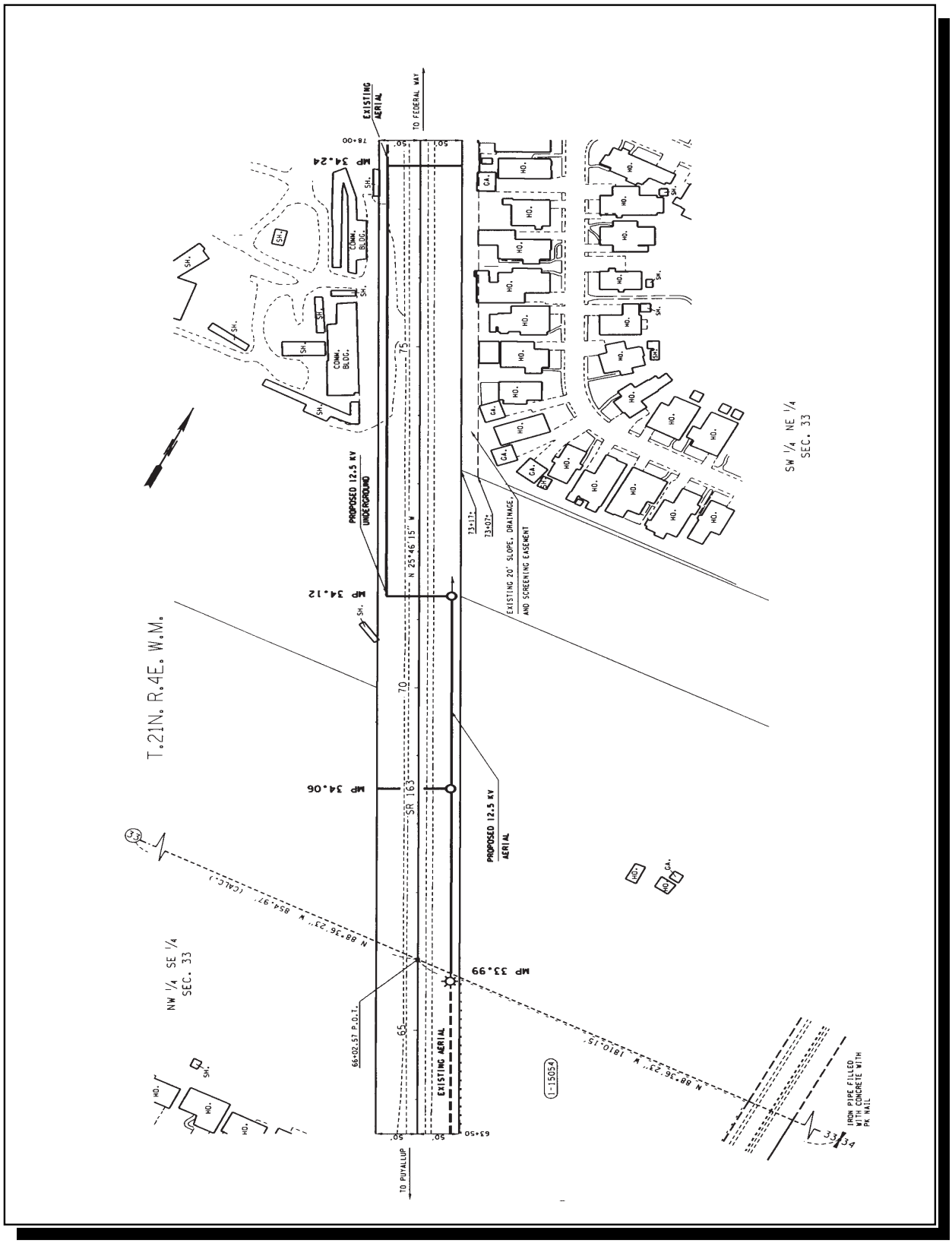

EXISTING AERIAL
TO FEDERAL WAY
78+00
MP 34.24
COMM. BLDG.
COMM. BLDG.
PROPOSED 12.5 KV UNDERGROUND
N 25°46'15" W
MP 34.12
T.21N. R.4E. W.M.
MP 34.06
SR 163
PROPOSED 12.5 KV AERIAL
73+17
73+07
EXISTING 20' SLOPE, DRAINAGE, AND SCREENING EASEMENT
SW 1/4 NE 1/4 SEC. 33
NW 1/4 SE 1/4 SEC. 33
N 88°36'23" W 854.97' (CALC.)
MP 33.99
66+02.57 P.O.T.
EXISTING AERIAL
N 88°36'23" W 1810.15'
I-15054
IRON PIPE FILLED WITH CONCRETE WITH PK NAIL
63+50
TO PUYALLUP

Exhibit Map

Chapter 2 Utility Agreements

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2-2	**Approval Authority**	2-5
2-3	**Utility's Property Rights**	2-5
2-4	**Preliminary Engineering Agreement**	2-8
2-5	**Construction Agreement Contents**	2-11
2-6	**Utility Contact Checklist**	2-18
2-7	**Construction Agreement Processing**	2-20
2-8	**Authorization to Proceed**	2-22
2-9	**Extra Work**	2-23
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2-11	**Administrative and Supervisory Responsibility**	2-25
2-12	**Inspection and Records**	2-26
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Attachment 2-2 **Transmittal Checklist of Headquarters Processed Agreements**		2-53

2-1 General

A utility agreement is required whenever proposed highway construction projects conflict with an existing utility's right of way and facilities. The State may be responsible for the costs, the utility may be responsible for the costs, or the costs may be shared. The work may be done by the utility (by contract or by its own forces) or by State contract. Utility construction agreements are completed before the highway construction projects are advertised.

At the earliest possible state of the preliminary engineering on highway on highway projects, each utility is informed of the proposed work. The best time to formally contact the utility is during the scoping stage. Present sufficient information to allow the utility to do preliminary planning and cost estimates.

If a utility desires accommodation of their facilities in the highway right of way, including highway structures, the Region Utilities Engineer should review the proposed installations promptly to ensure they will not conflict with the State's project. This is especially critical when the utility requests accommodation in highway structures. These installations require review, approval, and/or design by the Headquarters's Bridge and Structures Division.

Throughout this chapter, Headquarters refers to the Washington State Department of Transportation, Headquarters.

.01 The definitions applicable to this chapter include:

(a) **Altered Standard Form or Nonstandard Form Agreement.** A customized agreement, not prepared using a preprinted standard form, developed to meet the specific needs of a particular project; or an agreement utilizing a preprinted standard form that has been altered in any manner. These agreements require approval by the Attorney General prior to execution.

(b) **Betterments.** Any upgrading of the facility being relocated that is not attribut able to the highway construction and is made solely for the benefit of and at the election of the utility.

(c) **Certification Acceptance.** Those projects that the FHWA has delegated to WSDOT the authority to approve design, PS&E, and advertisement for federal aid projects in accordance with the Stewardship Plan. This does not include projects on Interstate for HOV and new construction, forest highway projects, and public land interests.

(d) **Construction.** The actual building and all related work including utility relocation or adjustments, incidental to the construction or reconstruction of a highway project, except for preliminary engineering or right of way work that is programmed and authorized as a separate phase of work.

(e) **Continuing Contract.** A contract where a consultant or contractor performs specific services at an agreed price for an organization for a specific time period. The time period would normally be for one year or more.

(f) **Overhead Costs.** Those costs that are not readily identifiable with one specific task, job, or work order. Such costs may include indirect labor, social security taxes, insurance, stores expense, and general office expenses. Costs of this nature are generally distributed or allocated to the applicable job or work

orders, other accounts, and other functions to which they relate. Distribution and allocation is made on a uniform basis that is reasonable, equitable, and in accordance with generally accepted cost accounting practices.

(g) **Participation.** To the extent provided by law, funds may be used to reimburse or to make payments to the utility on projects.

(h) **Preliminary Engineering.** Locating, surveying, preparing plans, specifications, and estimates, and other related preparatory work in advance of construction operations.

(i) **Prescriptive Easements.** The property right of a utility, as determined by an affirmative finding by the Attorney General's Office, where the utility does not have legal documentation or a recorded easement.

(j) **Private Lines.** Those facilities that are privately owned, located on the owner's land, devoted exclusively to private use, and do not directly or indirectly serve the public. When relocation of private facilities is necessary, the relocation shall be handled as part of the right of way negotiations, using the provisions of 23 CFR 645A as a guide to establish a cost to cure.

(k) **Relocation.** The adjustment of utility facilities required by the highway project. It includes removing and reinstalling the facilities, acquiring necessary property rights on the new location, moving or rearranging existing facilities, or changing the type of facility, including any necessary safety and protective measures. It shall also mean constructing a replacement facility, functionally equal to the existing facility, where necessary, for continuous operation of the utility service, the project economy, or for staging highway construction.

(l) **Removal Cost.** The amount expended to remove utility property, including the cost of demolishing, dismantling, removing, transporting, or otherwise disposing of utility property, and clean up required to leave the site in a neat and presentable condition.

(m) **Salvage Credit.** The amount received from the sale of utility property that has been removed or the amount at which the recovered material is charged to the utility's accounts, if retained for reuse.

(n) **Standard Form Agreement.** An agreement prepared using one of the preprinted standard forms available, containing language that complies with applicable State law and WSDOT policy. The agreement is not revised, either directly or indirectly, in any manner.

(o) **State Generated Funds.** Revenues that are collected by the State such as cash receipts and receivables derived from taxes and other sources, and are dispensed by the State.

(p) **Utility.** All privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, cable television, electric power, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including any fire or police signal systems, street lighting systems, and traffic control system interties, which directly or indirectly serve the public.

(q) **Work Order System.** A procedure for accumulating and recording into separate accounts all costs to a utility in connection with any change in its system or plant.

.02 The policies governing both State and federal aid utility agreements include:

(a) 23 CFR 645A, Subpart A, "Utility Relocations, Adjustments, and Reimbursement."

(b) 23 CFR 645A, Subpart B, "Accommodation of Utilities."

(c) 23 CFR 172, "Administration of Engineering and Design Related Service Contracts."

(d) M 22-86, "Utilities Accommodation Policy."

(e) Applicable State laws, including, but not limited to:

RCW 8.26 "Relocation Assistance — Real Property Acquisition Policy."

RCW 47.12 "Acquisition and Disposition of State Highway Property."

RCW 47.28 "Construction and Maintenance of Highways."

RCW 47.44 "Franchises on State Highways."

2-2 Approval Authority

The approval of utility agreements shall be in accordance with the following:

.01 Headquarters Design Office

Executes preliminary engineering and construction agreements not specifically delegated to the Region Administrator under Section 2-2.02.

.02 Region Administrator

(a) Executes preliminary engineering agreements of $25,000 or less for all highways where the preliminary engineering is performed by the utility with its own forces or by a consultant, and the preliminary engineering agreement is prepared using DOT Form 224-073EF (Example 2-1).

(b) Executes construction agreements of $250,000 or less for all highways except Interstate.

If the facility to be constructed by the agreement will ultimately be placed on a permit or franchise that would have required Headquarters review and approval, (i.e. a variance to department policy), the agreement will require Headquarters approval. Once the variance(s) is approved by the Headquarters through the agreement process, the permit or franchise may be executed by the Region.

Altered standard form agreements and nonstandard form agreements must be reviewed by the Headquarters Design Office prior to execution. Agreements on federally funded projects, where the State does not have Certification Acceptance (CA) authority, must be submitted to the Headquarters Utilities Section for approval by FHWA. The $250,000 limit is accumulative and includes supplements. If a supplement raises the total cost of the agreement to more than $250,000, approval authority is raised to the State Design Engineer.

2-3 Utility's Property Rights

.01 Compensable Real Property Interest

The State's responsibility for the cost of a utility's relocation or adjustment must meet the requirements of 2-3.01(a) or .01(b), below. The Region Utilities Engineer

should work closely with Real Estate Services to ensure that all utility property rights issues are addressed.

(a) The utility's title to a "compensable real property interest" must be documented by suitable evidence. Suitable evidence may consist of one of the following:

1. Utility holds fee title to the property.
2. Utility holds a valid easement to use the property.
3. An affirmative finding by the State's legal counsel of the utility's compensable real property interest.

   An affirmative finding is requested when the utility claims a compensable real property interest by virtue of prescriptive rights. Submit affirmative finding requests to the Attorney General's Office through the Headquarters Utilities Section. In order to process this request, the Region furnishes the following data:

a. Facilities covered by the request.
b. Why the relocation is necessary.
c. Type of facility.
d. Location of the facility (highway engineer station and location with regard to the right of way line).
e. Date of facility installation.
f. The date or dates of relevant right of way acquisition.
g. A detailed map.
h. Unusual facts or circumstances.

Note: When poles support a highway utility crossing and are covered by a utility permit on private property, and the property is needed for highway widening or improvements, the utility is entitled to compensation for the cost of moving the poles. The utility's poles must meet the requirement of 2-3.01(a) above.

(b) The utility's relocation or adjustment must be necessitated by the construction, reconstruction, relocation, or improvement of a highway that is part of the national system of Interstate and defense highways and meets all of the following conditions (See RCW 47.44.030):

1. The utility is on a franchise or permit held by an agency or political subdivision of the State or a municipal corporation.
2. The State is entitled to reimbursement by the United States for each item of work in an amount equal to at least 90 percent of the cost.
3. The utility relocation cost is paid for with State-generated funds. Documents verifying the utility's compensable real property rights are kept as part of the Region's records.

.02 Replacement Rights of Way

Where a utility requires replacement property rights, as a result of adjustment or relocation necessitated by highway construction, and the utility can document an existing property right, the State will take one of the following actions:

(a) Acquire the utility's property rights within the highway right of way, in addition to relocation/adjustment costs, and put the utility on a permit or franchise for those facilities remaining within the highway right of way. In Exhibit "A" of the agreement, the State may agree to perpetuate the utility's right to reimbursement for future State required relocations or adjustments in exchange for the utility's relinquishment of its property rights.

(b) Replace the utility's property rights, in addition to relocation/adjustment costs, with the same right of future relocation/adjustment it presently has and in accordance with the guidelines listed below.

1. Utility to be adjusted within its existing property rights:
   a. **Utility corridor owned in fee.** Utility conveys property rights within highway right of way to the State by quit claim deed, prepared and recorded by Real Estate Services; the State, in turn, conveys an easement to the utility subject to appropriate conditions (see Section 2-3.03).
   b. **Utility corridor in easement, including prescriptive easements.** Utility conveys property rights within highway right of way to State by quit claim deed, prepared and recorded by Real Estate Services; the State conveys an easement to the utility subject to appropriate conditions. This procedure is recommended due to the restrictive language in the various easement documents under which the utility may be operating such as height or depth limitations and tower/pole location restrictions.
2. Utility to be relocated to a new location:
   a. **Utility corridor owned in fee.** Utility conveys property rights within highway right of way to the State by quit claim deed, prepared and recorded by Real Estate Services. This process must be completed in order for Real Estate Services to obtain clear title for the particular piece of right of way. For a new corridor outside the State's right of way, the State acquires fee and transfers it to the utility. The State, through Real Estate Services, grants to the utility an easement subject to appropriate conditions for the new utility corridor remaining within the State's right of way.
   b. **Utility corridor in easement, including prescriptive easements.** Same as 2-3.02(b) above except that the State acquires an easement and transfers same to the utility for the new corridor outside the State's right of way.

(c) Where a utility's facilities do not require relocation or adjustment and the utility can document an existing property right, any of the following procedures may be used:

1. The State acquires the utility's property rights within the highway right of way and issues the utility a permit or franchise. In Exhibit A of the agreement, the State may agree to preserve the utility's right to reimbursement for future State required relocations or adjustments in exchange for the utility's relinquishment of its property rights.
2. The State replaces the utility's property rights with the same right of future relocation/adjustment as it presently has by conveying an easement to the utility subject to the appropriate conditions (see Section 2-3.03).
3. The utility and the State enter into a subordination agreement, whereby the utility subordinates its rights (places its rights below those of the State) subject to agreed upon conditions.

.03 Replacement Easements

Utility easements are shown on the State's official right of way plan. The replacement easement document issued to the utility is described in accordance with the terms of an agreement. A reference to the utility agreement can also be made in the easement document, in lieu of repeating the information. Easements are subject to revisions as approved by the State and are shown on the right of way plan.

Replacement easements remaining within the State's right of way are subject to specific conditions as shown in Exhibit A of Example 2-2.

2-4 Preliminary Engineering Agreement

A preliminary engineering agreement is required when a utility requests a proportionate reimbursement for preparing an estimate of cost and relocation plan where the State is obligated for all or a portion of the utility relocation cost.

Occasionally the utility may request that the State perform the preliminary engineering for the utility's facilities to be relocated. The financial responsibility may be the utility's or the State's, depending on the utility's property rights. If the utility is responsible for the cost of the preliminary engineering, a nonstandard form agreement is required. For assistance in preparing the nonstandard form agreement, contact the Headquarters Utilities Section. If the State is responsible for the costs, an agreement may or may not be required, depending on the individual circumstances.

Federal Highway Administration policy and procedure with respect to the preliminary engineering phases of federal aid highway projects is set forth in Section 645.109 of 23 CFR 645A, Utility Relocations, Adjustments, and Reimbursement.

The estimated cost of preliminary engineering is determined jointly by the Region Utilities Engineer and the utility. It reflects the best mutual judgment and is held to a reasonable amount. Preliminary engineering amounts over $5,000 shall include a breakdown of labor hours, rates, and equipment. Preliminary engineering can be performed by the utility or by a consultant hired by the utility or the State.

An engineering consultant may be selected by the utility when the utility is unable to pursue the necessary preliminary engineering and related work for the utility relocation. The utility and its consultant shall agree in writing as to the services to be provided and the fees and arrangements for the services. In lieu of a project specific consultant agreement, the utility may provide a copy of its existing written continuing contract for preliminary engineering services when it is demonstrated that such work is performed regularly for the utility and that the costs are reasonable.

The consultant agreement is subject to review and acceptance by the State prior to execution by the utility. The written continuing contract is also subject to review and acceptance by the State. As part of the approval request, the utility shall furnish the State with a breakdown of the consultant's costs including such items as labor, overhead, and profit.

DOT Form 224-073EF, Utility Preliminary Engineering Agreement, is available for use when the preliminary engineering is performed by the utility's own forces or by a consultant retained by the utility. The standard form is used whenever possible, however, unique circumstances may require a nonstandard (hand written) agreement.

The agreement must have an assigned UT (Utility) Agreement Number before it is submitted to the utility for execution. The Region requests the agreement number from Headquarters Finance and Administration/Accounting Services. A preliminary

engineering agreement not utilizing the standard preprinted form is submitted to the Headquarters Utilities Section for approval.

.01 Agreement Processing for Region Approval (see Section 2-2)

(a) Agreement Processing for Work by the Utility's Own Forces The Region prepares the preliminary engineering agreement and submits two originals to the utility for signature. Upon utility signature, the originals are submitted to the Region Administrator for final execution. Upon execution, one fully executed original is transmitted to the utility.

Upon approval of a Work Order Authorization, the Region notifies the utility that PRELIMINARY ENGINEERING work covered under the agreement can proceed.

The Region transmits the original and one copy of the fully executed preliminary engineering agreement to the Headquarters Utilities Section together with a completed copy of DOT Form 130-005EF, Agreement Edit Information.

A copy of the Agreement Transmittal Checklist is also sent by the Region to the Headquarters Utilities Section.

Note: Where mentioned above, and elsewhere in this chapter and manual, submission of a completed DOT Form 130-005EF, Agreement Edit Information (AEI form) is very important. This form must accompany the State's executed original of the agreement to the Headquarters Finance and Administration/ Accounting Services. Without this form, the executed agreement cannot be entered into the accounting system and charges against the agreement cannot be paid.

(b) Agreement Processing for Work by Utility Consultant

The Region prepares the utility standard form Preliminary engineering Agreement and submits three copies to the Headquarters Utilities Section for review, along with a copy of the utility's proposed consultant contract (project-specific) or existing continuing consultant contract. The originals of the standard form agreement are held in the Region pending the Headquarters Utilities Section review of the agreement and Headquarters Contracts Section review of the consultant contract. A completed copy of the Agreements Transmittal Checklist is also submitted at this time. When the reviews are complete, the Headquarters Utilities Section will notify the Region to send the originals to the utility for signature.

Following signature by the utility, the originals of the agreement are submitted to the Regional Administrator for final execution.

The Region transmits the executed State original to Headquarters Finance and Administration/Accounting Services together with a completed copy of DOT Form 130-005EF, Agreement Edit Information. The Region also sends copies of these and the Agreements Transmittal Checklist to the Headquarters Utilities Section.

.02 Agreement Processing for Headquarters Review and/or Approval

(a) Standard Form — Headquarters Review

The Region prepares the standard form Preliminary Engineering Agreement and submits four copies [(five if on the Interstate system or on federally funded projects where the State does not have Certification Acceptance (CA) authority)] along with the Agreements Transmittal Checklist to the Headquar-

ters Utilities Section for review. The agreements are provided with jackets (40-pound bond paper backing). The Region retains unaltered standard form agreement originals pending the Headquarters Utilities Section review.

(b) Altered Standard Form and Nonstandard Form

The Region prepares the altered standard form or nonstandard form Preliminary engineering Agreement and submits two originals and four copies [(five, if on the Interstate system or on federally funded projects where the State does not have Certification Acceptance (CA) authority)] to the Headquarters Utilities Section for review. The agreements are provided with jackets (40-pound bond paper backing). The jackets for the originals of the agreements are be labeled "State Original" and "Utility Original" respectively.

In addition, the Region provides a copy of the utility's proposed consultant contract (project-specific) or existing continuing consultant contract, if applicable.

A completed copy of DOT Form 130-005EF, Agreement Edit Information, and a copy of the Agreements Transmittal Checklist is also submitted at this time.

The Headquarters Utilities Section reviews the agreement and secures approval as to form from the Attorney General's Office for altered standard form or nonstandard form agreements.

The Headquarters Design Office obtains FHWA review/approval for all preliminary engineering agreements on the Interstate System and on federally funded projects where the State does not have Certification Acceptance (CA) authority.

(c) Headquarters Approval

The Headquarters Utilities Section will either notify the Region that the originals of the standard form agreement may be sent to the utility for signature or will return the originals of the altered standard form or nonstandard form agreement to the Region for the utility's signature.

Do not have the utility sign the agreement until Headquarters Utilities Section's review and approval is completed, unless preapproved by the Headquarters Design Office.

Following obtaining the utility's signature, the Region returns the agreements to the Headquarters Utilities Section for execution.

Upon final execution, the Headquarters Utilities Section sends the State original of the agreement to the Accounting Service's Office for filing. The duplicate original is returned to the Region for forwarding to the utility.

(d) Region Approval following Headquarters Review

The Headquarters Utilities Section will either notify the Region that the originals of the standard form agreement may be sent to the utility for signature or return the originals of the altered standard form or nonstandard form agreement to the Region for signature by the utility.

Do not have the utility sign the agreement until Headquarters Utilities Section review and approval is completed, unless preapproved by the Headquarters Design Office.

Following signature by the utility, the Region Administrator signs the agreement in accordance with Section 2-2 (Approval Authority).

Send the Utility original to the utility and the State original and one copy to the Headquarters Utilities Section.

.03 Programming of Funds

The Region must have an approved Work Order Authorization and, when federal funds are involved, an approved DOT Form 120-006, Request for Federal Aid Project Approval and Authorization.

.04 Authorization to Proceed

The Region may authorize the utility to proceed with preliminary engineering only after the agreement is executed and a copy of the approved Work Order Authorization is received.

2-5 Construction Agreement Contents

The utility construction agreement must be clearly written to separate responsibilities for financing and accomplishing the relocation work. For this purpose, standard agreement forms have been prepared. The exhibits, including specifications, estimate of cost, and plans, are important and necessary parts of the agreement.

Note: If the utility is responsible for the construction or relocation of their facilities and the work involves abandonment of hazardous materials such as asbestos cement pipe) or other facilities within WSDOT right of way, the future responsibility for maintenance and/or removal, should it become necessary, are addressed either in the construction agreement, the permit or franchise, or another binding document.

Utility construction agreements are prepared in accordance with the following:

.01 Standard Form Agreement

Utility construction agreements are prepared using the appropriate preprinted standard form for the particular utility construction involved.

(a) Work by Utility - Actual Cost (DOT Form 224-053EF). This form is used when the work is performed by the utility's forces or by a contract let by the utility and reimbursement to the utility is for actual costs. See Example 2-2.

(b) Work by Utility - Lump Sum (DOT Form 224-061EF). This form is used when the work is performed by the utility's forces or by a contract let by the utility and reimbursement is for a lump sum price. Generally, lump sum agreements are not written for work in excess of $25,000. A lump sum price will require evidence supporting the cost. See Example 2-3.

(c) Work by State - Actual Cost (DOT Form 224-062EF). This form is used when the work is performed by the State as part of the State's contract.

This applies whether the relocation costs are the responsibility of the State or of the utility. Reimbursement to the State, if applicable, is for actual costs. See Example 2-4.

Use of the standard preprinted form does not require approval as to form by the State Attorney General's (AG's) Office. Any direct or indirect alteration, addition, or deletion to the preprinted standard form, or use of other than the preprinted standard form (hand written), requires approval as to form by the AG's office prior to the execution of the agreement. The Region submits request for AG approval through the Headquarters Utilities Section.

Note: Additional phases of work, such as construction, when using a standard form or nonstandard form agreement, are tied to the original agreement number and are issued as a supplement number whether the original agreement (preliminary engineering, construction, etc.) was written as a standard form, altered standard form, or nonstandard form agreement.

.02 Specifications Exhibit

The details for accomplishing the relocation work are explained through the use of various headings in the specifications exhibit. Exhibit A as shown in Example 2-2. Exhibit A is referenced in the preprinted standard form agreement, and is used to address the following items (when applicable):

(a) Description of Work

A general description of the work involved, along with a statement of who is responsible for the cost of the work.

(b) Division of Work

List work separately under headings, "Work to be Performed by the State" and "Work to be Performed by the Utility." Under each heading, the list should have sufficient detail to allow comparison between the agreement estimate and the plan sheet exhibits showing the proposed work.

This will require a listing of each plan sheet exhibit, followed by an itemized description of all the work shown on that plan sheet. The description should contain the item name and quantity for each construction note shown on that plan sheet. Care is taken so there can be a comparison between this exhibit, the plan sheet exhibits, and the estimate of cost.

For further clarification, please refer to the Description of Work portion of Exhibit A in Example 2-2.

If no work is performed under one of the above headings, the heading is followed by the word "None."

(c) Accounting System

When the agreement is for Work by Utility-Actual Cost, the appropriate work order accounting system is referenced. The reference as to type will depend on whether the utility is private, municipal, or a public utility district. Following are examples of the appropriate types:

Private Utility: Cost records shall be maintained in accordance with a work order accounting procedure prescribed by the Washington Utilities and Transportation Commission in its uniform system of accounts. Municipal Utility and Public Utility District: Cost records shall be maintained in accordance with a work order accounting procedure prescribed by the State Auditor's Office. Utilities Not Under State Jurisdiction: Cost records shall be maintained in accordance with a work order accounting procedure as approved by the State and the Federal Highway Administration or other federal regulatory agency.

(d) Work by Contract

If the utility has a valid and continuing contract with a contractor, or with several contractors, to perform utility relocation work, and the State has reviewed and approved the contract, the following statement is included in Exhibit A: The work shall be performed by (name and address of contractor) under a continuing contract approved by the State.

If the utility enters into a specific contract or agreement with a contractor to perform all or part of the work required under the agreement, a reference is not required in Exhibit A; however, written approval of the bid and contractor by the State is required.

(e) Salvage

When the cost of removal exceeds the salvage value of the facilities being removed, the utility must justify the additional cost of removal. A statement detailing the particulars of the justification is required in Exhibit A.

In nonstandard form agreements this justification may be included in the body of the agreement.

(f) Disconnect and Removal

If utility facilities will be removed by the State's contractor, the following statement is included as part of Exhibit A under this item: "The utility will disconnect the facilities shown on Exhibit C to be removed by the State's contractor at State expense." In nonstandard form agreements this statement may be included in the body of the agreement.

If all removal will be performed by the utility, this item need not be included in Exhibit A.

(g) Betterments

When the work involved does not contain a betterment, include a statement in Exhibit A that says that no betterment is involved. In nonstandard form agreements this statement may be included in the body of the agreement.

1. Betterment, as defined under 2-1.01(K), is normally the financial obligation of the utility. No betterment credit is required when an existing facility's size or capacity is increased and the increase is required by governmental policy or regulations, local ordinance, or current design practices regularly followed by the utility in its own work or where there is a direct benefit to the WSDOT project. The Region must retain copies of these regulations, ordinances, policies, etc., for documentation. Documentation should show whether the betterment is for WSDOT or for the utility.

(h) Accrued Depreciation Credit

This credit is required when there is a replacement of major facilities, such as a building, pumping station, filtration plant, power plant, substation, or any other similar operational unit. The credit, if applicable, is included by discussion in Exhibit A, Specifications.

A credit (previously called the expired service life credit) is not required for a segment of a utility's service, distribution, or transmission lines, regardless of length.

The accrued depreciation credit is based on a ratio between the period of actual length of service and the total life expectancy applied to the original cost.

Example:

Pumping station built in 1962 at an original cost of $100,000, with a life expectancy of 50 years. (Current year 1997)

1997 - 1962 = 35 years in service

$100,000 (orig. cost) x 0.70 (35 yrs./50 yrs.) = $70,000

$70,000 accrued depreciation credit

The value of the accrued depreciation credit is included in the estimate of cost. The calculations used to compute the accrued depreciation credit are shown as part of the estimate of cost exhibit.

(i) Easements

When issuing an easement to the utility for its relocated facilities, include a section titled Easement in Exhibit A. This contains a description of the easement along with the terms and conditions. (See Example 2-2, Exhibit A.)

(j) Permit or Franchise

If the utility is not receiving a replacement easement and will have facilities remaining within the State highway right of way, a section titled "Permit or Franchise" is included in Exhibit A, stating that the utility shall apply for and the State will grant the necessary permits or franchises as provided for under Chapter 47.44 RCW. (See Example 2-2, Exhibit A.)

.03 Estimate of Cost Exhibit

The estimate of cost (Exhibit B of the agreement) must show removal costs separate from installation costs. Removal and installation costs are further broken down by labor, materials, and equipment. Standard Bid Items, along with their corresponding Standard Bid Item Numbers, are contained in the Estimate of Cost when the agreement is for work by the State at actual cost.

(a) Labor, Materials, and Equipment

Show labor costs for the number of hours estimated for each labor class. The hourly rate for each class may include payroll additives or labor overhead, or the percentages for these may be added to the total direct labor costs. Either way, show a breakdown list of these percentages in the estimate.

List material (and supply) costs in sufficient detail so that it can determined by review if estimated costs are reasonable. The material items are identified by a common name, such as wooden pole — 15 meters (50 ft.), crossarm — 2.5 meters (8 ft.), gate valve — 150 mm (6 in.), etc., and not just a letter or number code designation. The utility may use code designations in the estimate if they supply the State with a list of the corresponding common names for the material codes used. Overhead or handling costs for materials may be included in the estimate if the utility routinely charges these costs as a regular part of doing business and this can be supported by the utility's records.

Under equipment costs, include the name or description of each piece of equipment, the unit rate of charge, and the estimated number of units, such as, kilometers (miles) or hours.

(b) Credit Computation

Credits are required for betterment, salvage, or accrued depreciation as detailed below.

1. **Betterment credit.** A credit to the State is required for the cost of any betterments to the facility being replaced or adjusted (23 CFR 645A, Subpart A, h.(1)).

   Hypothetical Case:

   The State is obligated to relocate an existing 100 mm (4 in.) water line. Current regulations require all water lines to be a minimum of 200 mm (8

in.)**.** The utility desires replacement to a 300 mm (12 in.) line. Write the agreement estimate for the 300 mm (12 in.) line. Include a reference estimate detailing construction costs on the 200 mm (8 in.) line (State expense).

Estimate 300 mm (12 in.) Line $ _____(a)

Estimate 200 mm (8 in.) Line $ _____(b)

Difference $ _____(c)

The following percentages shall remain fixed and be applied to the total actual cost of the work covered by this agreement.

State Obligation = _____(b)____ = _____%
(a)

Utility Obligation = _____(c)____ = _____%
(a)

2. **Salvage credit.** A credit to the State is required for the salvage value of materials removed (23 CFR 645A, Subpart A h.(1)). The salvage credit must be in sufficient detail to allow a determination of how the total salvage credit for the agreement was derived. This will require a detailed listing of the material removed, showing the age of the items, the item units, the unit salvage value, the number of units being removed, total salvage credit for each type of item removed, and a total salvage credit for the agreement.
3. **Accrued Depreciation credit.**A credit to the State is required for the accrued depreciation of a utility facility being replaced, such as a building, pumping station, filtration plant, power plant, substation, or any other similar operational unit (23 CFR 645A, Subpart A h.(2)). A separate estimate is required as part of Exhibit B, detailing the computation of the credit. If original cost figures for the facility being replaced are not available, contact the Headquarters Utilities Section for the procedures used to establish the amount of accrued depreciation credit.

(c) Mobilization

Include this item is included in the estimate where the work is performed by the State, and the utility is responsible for the costs (or a share of the costs).

Mobilization is charged to the utility based upon a proration of the cost of the work in the agreement (utility's share) to the total cost of the project.

This proration is based upon the actual bid prices received for the awarded State contract.

Include the following note on the last page of Exhibit "B," where the total costs for the agreement are summarized.

Note: Mobilization costs are determined by a proration of the mobilization costs of the entire project to the construction costs of the work covered by this agreement.

(d) Sales Tax Applicability

Use the following as a guide for determining whether State sales tax is appropriate as an added item in the estimate of cost State's contractor at the utility's expense.

	Highway Owned by State	Highway Not Owned by State
The readjustment of utilities by utility forces at State expencse (no sale made)	NO	NO
The readjustment of utilities by a contractor procured by the utility at State expense	YES	NO
The readjustment of utilities by the State's contractor at State expense	YES	NO
The readjustment of utilities by the State's contrator at the utility's expense	YES	YES

Use the Control Section Tax Tables to determine the applicable sales tax rate. This is especially useful in determining if sales tax is appropriate for work to be done inside the corporate limits of a city. Section 1-07.2(1) and 1-07.2(2) of the Standard Specification for Road, Bridge, and Municipal Construction M41-10) further clarifies when sales tax is added to the estimate.

(e) Engineering and Contingencies

Engineering costs, like mobilization, are computed as a proration of the total cost of the agreement to the total cost of the project. The engineering percentage rate to be used for estimating and progress payment purposes shall be taken from the Plans Preparation Manual M 22-31, and shown on the last page of Exhibit B as being prorated.

Include the following note on the last page of Exhibit B, where the total costs for the agreement are summarized:

Note: Engineering costs are determined by a proration of the engineering costs of the entire project to the construction costs of the work covered by this agreement.

The contingency percentage (generally 5 percent) is included in all actual cost agreements. Show it as a separate percentage item on Exhibit B, not combined on a one-line item with engineering.

(f) Indirect Costs Rate (Administrative Overhead)

Apply the current Indirect Costs Rate toward the utility's bottom line costs in the agreement when the work is performed by the State (see Example 2-4).

Include the following note on the last page of Exhibit B where the total costs for the agreement are summarized:

Note: The Indirect Cost is applied at the actual rate in effect at the time the work is performed, in accordance with Washington State Department of Transportation Instructional Letter IL 13-21.

The Accounting Service's office adjusts this percentage each year and is effective from October 1 through September 30 of the following year.

If the utility is owned and operated by a municipality and an Administrative Overhead (OH) agreement exists between the Municipality and the State, include the following note on the last page of Exhibit B, where the total costs for the agreement are summarized:

Note: The Indirect Cost will not be applied per Administrative Overhead Agreement OH ____.

(g) Cost Sharing

When the State and the utility share the cost of the relocation, the method of establishing each party's share must be shown in Exhibit B. Express the shared costs in percentages using on the of the following methods:

1. Established the percentage by comparing cost estimates of work for which each party is responsible.
2. Established the percentage by comparing the length of the facility for which each party is responsible. This is acceptable only if the construction features are reasonably the same for each party's portion of the facility.

   The first method (2-5.03(f)1.) is preferred, since it eliminates the impact that variables can have on the cost of the work.

   Exhibit B should note that this percentage split is fixed and shall be applied to the actual cost of the work.

(h) Recap Sheet

A page titled "Recap Sheet" is included as the last page of Exhibit B. This sheet contains a list of authorized funding under this agreement, plus funds that were previously approved under the same agreement number. Provide a recap sheet when several estimates under one agreement number are independent of each other. For example, an original preliminary engineering agreement has been supplemented to include the construction phase (Supplement 1) and supplemented again to include additional construction work (Supplement 2). The original preliminary engineering and construction estimates still are valid and are not superseded by Supplement 2. A recap similar to the following would be shown:

UT 0000 Preliminary Engineering	$ 3,000
UT 0000, Supplement 1 Construction	25,000
UT 0000, Supplement 2 Additional Construction	5,000
Total to Date	$33,000

.04 Plan Exhibits

Label and reference maps and plan sheets for construction agreements as Exhibit C. The plans are a necessary and valuable part of these agreements. Prepare them with the same care and attention to detail as the State's highway project plans.

Plan exhibits must show the highway center line and stationing, existing right of way line, new right of way line, and/or limited access line. If the utility work is involved with a current proposed highway project, the highway project plans may be used in place of the current right of way and/or combined right of way/limited access plans.

Show existing utility facilities to be removed as broken green lines. Show existing facilities to remain as solid green lines. Show proposed facilities as solid red lines. Use the following symbols in conjunction with the color codes:

Existing		State Expense
		Utility Expense
Proposed		State Expense
		Utility Expense
Remove	6" Removed **W**W**W**W	
Abandoned	8" Abandoned **S**S**S**S**S**	

When the exhibit exceeds four (4) sheets, reduced size prints should be used.

2-6 Utility Contact Checklist

To reduce the number of audit exceptions with any particular utility, it is imperative that the responsible officials of that utility understand items 2-6.01. through 2-6.10.

Upon initial contact with the utility, the Region Utilities Engineer should arrange a meeting to thoroughly discuss check list items 2-6.01 through 2-6.10. Subsequent meetings can be arranged by the Region Utilities Engineer based on a change in utility management or audit exceptions.

.01 Reimbursable Costs

Agreements, both preliminary engineering and construction, are limited to those costs incurred subsequent to the State's written authorization to proceed.

.02 Lump Sum Agreements

The utility will only be reimbursed the exact specified lump sum amount for the work described in the agreement**.** This lump sum amount must be supported by information in the file.

.03 Actual Cost Agreements

The utility will only be reimbursed the actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed

by the applicable federal or state regulatory body (see F 23 CFR 645A, Sec. 645.113(a)).

.04 Actual Cost Agreements — Alternate Provisions

When a utility requests alternate provisions, these provisions must be written into the agreement. Otherwise, the State will assume that the utility is required to show in its work order system the nature of each addition to or retirement from a facility (taken out of service), the total cost thereof, and the source or sources of cost (see 23 CFR 645A, Sec. 645.113(a), Sec 645.113(f) and Sec. 645.117(a)).

.05 Actual Cost Agreements — Audit Provisions

For actual cost agreements, the State may audit the utility's cost records and supporting documentation up to 3 years from final payment to verify all costs included in the utility's billings to the State. The State's audit is conducted under a strict interpretation of agreement provisions. The auditor will inspect those costs, supported in the utility's work order system by the original source document, for examination.

.06 Actual Cost Agreements — Estimate of Cost Only

All costs included in an actual cost estimate, whether direct or indirect, represent only estimates and reimbursement will be based upon actual, supported costs incurred.

.07 Actual Cost Agreements — Right of Inspection

The State maintains, under agreement provisions, the right to inspect materials salvaged from a relocation prior to sale or scrap. The utility is responsible for notifying the State of the time and place these materials are available for inspection. If no notice is given, the utility may be held accountable for the full value of materials disposed of (see 23 CFR 645A, Sec. 645.117(e) (2)).

.08 Actual Cost Agreements, Completion of Work — Final Billing

The utility is required to submit a complete and final billing upon completion of the work under an actual cost agreement. The billing shall follow as closely as possible the order of items in the agreement estimate. This will enable the billing to be readily compared to the approved plans and estimates (see 23 CFR 645A, Sec. 645.117(i) (2)).

.09 Maintaining Records

All records and accounts pertaining to the utility's billings shall be maintained and made available for audit for a minimum of three years from the date of final payment to the utility (see 23 CFR 645A, Sec. 645.117(e) (3)).

.10 Federal Aid Policy Guide

The Region will furnish the utility with a copy of *Federal-Aid Highway* Policy Guide, 23 CFR 645A, Subpart A:, "Utility Relocations, Adjustments, and Reimbursement." The Region informs the utility that the contents of 23 CFR 645A, Subpart A, will, by reference, be incorporated into and made a part of the agreement.

2-7 Construction Agreement Processing

The following procedures apply to the processing of utility construction agreements:

.01 Region Utilities Office agreement preparation requirements for Headquarters review and/or approval.

(a) Request a UT (Utility) agreement number from Headquarters Management Services/Comptroller.

If a number was obtained previously to cover preliminary engineering, apply the following rule in numbering the construction agreement:

Additional phases of work, such as construction, are tied to the original agreement number and are issued as a supplement number whether the original agreement was written as a standard form, altered standard form, or nonstandard form agreement.

(b) Prepare the agreement, using one of the preprinted standard form agreements when applicable, and attach the appropriate completed exhibits (see Section 2-5, Construction Agreement Contents).

The agreement originals require jackets made of 40-pound bond paper backing. The jackets of the original agreements are labeled as State Original and Utility Original.

(c) Coordinate with other offices within the Region, particularly the Plans Office because of their involvement with PS&E.

Note: Agreements authorized for approval by the Region (see Section 2-2, Approval Authority) eliminate Sections 2-7.01(d) through 2-7.02(b) and continue with Section 2-7.03.

(d) Submit three copies (four for Interstate agreements) to the Headquarters Utilities Section.

Region retains the State and utility originals when the preprinted standard form has been used.

Note: Do not have the utility sign the agreement until Headquarters Utilities Section's review and approval is completed, unless preapproved by the Headquarters Design Office.

After modifying or altering a preprinted standard form agreement or writing nonstandard agreement, submit the agreement originals, along with the copies mentioned above, to the Headquarters Utilities Section. The transmittal letter should include all information necessary to provide the project background details. This information includes, but is not limited to, program and work order numbers, federal aid number (if Interstate), and level of review. Include other pertinent information on the Agreements Transmittal Checklist, also submitted at this time.

.02 Headquarters Utilities Section Review

(a) Review the agreement for completeness, accuracy, compliance with state and federal laws and policies, and accounting acceptability.

If the agreement requires Headquarters approval, submit a completed DOT Form 130-005EF "Agreement Edit Information" when the agreement is sent to the Headquarters Utilities Section for review. Complete all appropriate sections, including the "Social Security" or "Federal Employers Identification Number" sections.

Reviews coordinated by the Headquarters Utilities Section may include input from:

1. **Design Office, Accommodations Branch, Contracts Unit.** who does the acceptability review, and complete DOT Form 134-132 "Agreement Review Transmittal." This form is retained by the Headquarters Utilities Section until the agreement is fully executed. Any alteration to the agreement following the Contracts Unit acceptability review requires a re-review.
2. **Project Development, Plans Branch.** When the agreement is related to a proposed highway project and PS&E is reviewed by Headquarters.
3. **Real Estate Services Branch.** When the agreement stipulates that a change in property ownership or easements is involved.
4. **FHWA.** For review and approval of the agreement form**,** content, and funding when the work involves an interstate highway or for agreements on federally-funded projects, where the State does not have certification acceptance (CA) authority.

   Federal aid projects, other than Interstate and, federally-funded projects where the State does not have CA authority, do not require FHWA approval of the agreement. However, the project and the agreement work may be eligible for federal aid participation under the certification acceptance (CA) procedure. The Headquarters Utilities Section sends informational copies to FHWA, even when no federal funds are involved on an Interstate project.
5. **Attorney General's Office.** For "approval as to form" when the agreement is an altered standard form or nonstandard (handwritten) form agreement.

(b) Upon satisfactory completion of all reviews, the Headquarters Utilities Section notifies the Region Utilities Office to proceed with obtaining the utility's signature(s) on both the state and utility originals. If the originals were submitted to the Headquarters Utilities Section for AG approval, the Headquarters Utilities. Section will return them to the Region.

.03 Region Utilities Office — Approval Process

(a) Submit the state and utility agreement originals to the utility for signature. Inform the utility that the date field in the prelude of the agreement is left blank. This field is generally the date of execution by the State.

(b) Following receipt of the agreements signed on behalf of the utility, one of the following actions is required:

1. **Region Authorized Approval.** The agreements are executed on behalf of the Department by the authorized signature authority. Following execution, submit the State Original**,** together with a completed copy of DOT Form 130-005EF Agreement Edit Information (AEI), and one copy to the Headquarters Utilities Section. Complete all appropriate sections of the Agreement Edit Information, paying particular attention to the Social Security or Federal Employers Identification Number sections, the Organization Code section and the reimbursable amount and/or payable amounts sections. The reimbursable amount is any funds that the State is receiving and the payable amount is any funds being paid out by the State for work performed.

   Return the Utility Original to the utility for their files.

   The Region maintains a copy of the executed agreement in their working files and provides a copy to the PS&E project file when the work is as-

sociated with a highway project. If the project PS&E is being reviewed at Headquarters, a copy is forwarded to the Headquarters Project Development Section.

Note: The following sections, 2-7.03(b)2 through 2-7.04, do not apply for Region approved agreements.

2. **Headquarters Approval.** Region submits both the utility and State executed originals (State and utility) to the Headquarters Utilities Section for department signature approval.

   A completed DOT Form 130-005EF Agreement Edit Information is to accompany the above original agreements when submitted to Headquarters, if not submitted previously, as noted in Section 2-7.02(a).

.04 Headquarters Utilities Section — Approval Process

(a) Obtain department execution of the agreements and return the Utility Original to the Region for forwarding to the utility.

(b) Forward the State Original agreement and completed DOT Form 130-005EF to Headquarters Finance and Administration/Accounting Services.

(c) Submit a copy of the fully executed agreement to FHWA for their files (Interstate Highway System and federally funded projects where the state does not have CA authority) for their files.

2-8 Authorization to Proceed

The date of authorization establishes the date of eligibility for funds to cover the costs incurred for that phase of the work.

The authorization to proceed can be given by the Region, as stated in the following situations:

.01 Work by Utility Forces

If the utility performs all of the work with its own forces, the Region may authorize the utility to proceed with the work upon receipt of all of the following:

(a) A fully executed utility construction agreement.

(b) An approved Work Order Authorization (DOT Form 120-020).

(c) Verification by Region Land Management that the involved right of way is clear.

.02 Work by Utility Let Contract

If the utility elects to have all or part of the work done by a utility let contract (at State expense), the Region may authorize the utility to proceed with the work upon receipt of and in accordance with the following:

(a) A fully executed utility construction agreement.

(b) Advertise for Bids. The Region Utilities Engineer may notify the utility that they are authorized to advertise for bids following review and acceptance of the utility's contract plans and specifications, and upon receipt of a written list of qualified bidders provided by the utility.

(c) Award of Construction Contract. Following the opening of bids, the utility submits to the Region the bid tabulations, bid proposal package of the apparent low bidder, and a recommendation for award or rejection.

The Region reviews the bid package and takes action in accordance with the following:

1. **Non-Interstate Projects.** If the bid is reasonable and the utility has recommended the low bidder, the Region, following receipt of an Approved Work Order Authorization, may notify the utility in writing that they are authorized to award the contract.
   a. Where the utility has recommended award to other than the low bidder, the Region submits a copy of the bid tabulation along with their recommendation to the Headquarters Utilities Section. Upon approval by the State Design Engineer, the Region, following receipt of an approved Work Order Authorization, may notify the utility that they are authorized to award the contract.
2 **Interstate Projects.** The Region submits a copy of the bid tabulation and the bid proposal package of the apparent low bidder to the Headquarters Utilities Section. The Headquarters Utilities Section requests FHWA concurrence in award of the contract. Upon notification of FHWA concurrence from the Headquarters Utilities Section and following receipt of an approved Work Order Authorization, the Region may notify the utility that they are authorized to award the contract.

   Following award, the Region Utilities Engineer requests copies of the fully executed contract and final construction plans from the utility.

.03 Work by Utility — Ongoing Contract

If the utility has an ongoing contract for construction work and desires to have the work done by and through that contract, the following items must be completed before utility's contractor may proceed with the work:

(a) A copy of the utility's ongoing contract is submitted through the Region Utilities Engineer to the Headquarters Utilities section for review and approval.

(b) The utility must receive a letter of authorization from the Region, permitting utilization of the contract, prior to the start of work.

.04 Work by State

If the utility desires to have work done by the State (at State and/or utility expense), the following items must be completed before proceeding with the utility work:

(a) A fully executed utility construction agreement.

(b) An approved Work Order Authorization (DOT Form 120-020).

2-9 Extra Work

When unforeseen conditions require an increase in the work or cost in connection with the agreement involving construction, reconstruction, or relocation of utilities, use the following guidelines.

Note: Section 2-9.01(a), 2-9.02(a), and 2-9.02(b) apply only if the original agreement was developed using the preprinted standard form agreement and the extra work provision was not altered, or a nonstandard form agreement was written containing a provision allowing a cost increase of up to 25 percent.

.01 Approval by the State Design Engineer

(a) Changes of more than 25 percent in the cost of work and/or changes in the scope of work that result in a total agreement cost in excess of $250,000 are

prepared as a nonstandard supplemental agreement and are approved by the State Design Engineer (see Example 2-6).

.02 Approval by the Region Administrator

(a) Changes of more than 25 percent in the cost of work and/or changes in the scope of work that result in a total agreement cost of $250,000 or less are prepared as a nonstandard supplemental agreement. Approval by the Attorney General's Office through the Headquarters Utilities Section is required prior to approval by the Regional Administrator (see 2-2.02(a), and Example 2-6).

(b) Changes of 25 percent or less in the cost of the work and/or changes in scope of work that result in total agreement costs of $250,000 or less, and that have been prepared in the form of a change order, are approved by the Regional Administrator (see 2-2.02(b)).

.03 Supplemental Agreements

Supplemental agreements, when required under the conditions noted in 2-9.01 and 2-9.02 above, are prepared as nonstandard agreements (see Example 2-6).

The supplement must be identified in the title number as construction or preliminary engineering, whichever is appropriate. The supplement must contain all of the following:

(a) The preamble, identifying it as a supplemental agreement between the respective parties, including the supplement number.

(b) The date of execution and agreement number of the original agreement and any previous supplements.

(c) The justification for the supplement.

(d) What changes the supplement is making, with appropriate references to those exhibits that change or are added (whether the change is an increase or decrease).

(e) A statement that all other terms and conditions of the original agreement and previous supplements, except those modified by this supplemental agreement, shall remain in effect (except where the supplement entirely supersedes the previous agreement).

(f) Revised exhibits that are necessary to show the changes reflected by the supplement.

(g) A cost summary to show the cost of the original agreement and any previous supplements, plus the cost of this supplement, and a total cost reflecting all of these. Preliminary engineering costs are kept separate from construction costs.

(h) If the original agreement for construction was set up as an actual cost agreement, any subsequent supplements for the construction work must be written as actual cost agreements. Lump sum supplements will not be allowed.

2-10 Region Review Checklist

In preparing a utility agreement, the Region should review and consider the following items to ensure that the agreement properly addresses all required items.

.01 If the preliminary engineering is performed by a consultant:

(a) Has the State approved the consultant agreement?

.02 If the contract method is used:

(a) Has it been determined that it is in the public interest for the utility or the State to perform the work and that the utility is not prepared to perform the work itself?

(b) Is the contract to be let in accordance with the established procedures?

(c) If the contract is not bid upon, does the utility have an existing continuing contract?

.03 Does the agreement:

(a) Incorporate 23 CFR 645A, Subpart A, by reference.

(b) Include the State's basis for payment.

(c) Have an adequate description, scope, and location of work.

(d) Specify how the work is performed.

(e) Have a plan and cost estimate clearly showing the required work and work sequence.

(f) Have a scope and amount that agree with the cost estimate.

(g) Provide for credit involving betterment.

.04 Participating Elements

Are all participating elements of the relocation required by the project?

.05 Removal and salvage

If salvage and reconditioning costs exceed credit, is removal necessary?

.06 Right of Occupancy

Has the utility's right of occupancy been established?

.07 Justification for Installation

If the proposed installation, relocation, or alteration is not in accordance with department policy as defined in Chapter 1, has justification been provided.

.08 Replacement Right of Way

Where replacement right of way is being acquired:

(a) Does the utility presently have a property interest, or has other justification been submitted?

(b) Does the cost seem reasonable?

(c) If over $500, has a formal appraisal been made?

2-11 Administrative and Supervisory Responsibility

The Region is responsible for all work performed under the agreement, effective from the date of authorization to proceed with work through the final completion of the work, subsequent closing of the agreement, and completion of the final audit.

The Region shall request a final audit of the utility's records be performed whenever the costs to the State exceed $70,000. However, a special audit may be requested at any time. Audits are requested through the Headquarters Audit Office.

The Region should closely track the work being performed under the agreement, to determine when the work has been completed, and inform accounting when the agreement can be closed.

The work covered by the agreement is subject to procedures in the *Construction Manual*, M 41-01, Section 1-4, "Utility and Railroad Relocation." To administer

work under utility agreements, follow the general procedures in effect for administration of work under contracts.

2-12 Inspection and Records

The Region must retain daily records, in the form of a diary and supplemental reports, of all work performed by the utility to ensure sufficient justification for payment. The records must be sufficient to withstand the test of audit. Refer to the Department of Transportation's *Construction Manual*, M 41-01, Section 1-4.

Washington State Department of Transportation

Utility Preliminary Engineering Agreement Work by Utility		Organization and Address Acme Power 1314 Cascade Way Woodinville, WA. 98811	
Agreement Number UT 0000	State Route Number 222	Section / Location Junction SR 7 to Leahy	
Control Section Number 0123	Region Northwest Region		
Estimated Percent of Work to be Performed by Consultant 75 %		Actual Cost Limit 8,000	Date Agreement Executed November 27, 1997
Estimated Percent of Work to be Performed by Utility's Own Force 25 %		Lump Sum Amount	Date Utility Authorized to Proceed With Work November 29, 1997

THIS AGREEMENT, made and entered into this 27th day of November, 1997, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, by virtue of Title 47 RCW, (hereinafter the "STATE") and the above named organization, (hereinafter the "UTILITY").

WHEREAS, the STATE is planning the construction or improvement of the state route as shown above, and in connection therewith it is necessary to remove and/or relocate or construct certain UTILITY facilities as set forth in the attached plans, and

WHEREAS, a preliminary engineering study will be necessary to determine the most feasible disposition of said utility facilities, and

WHEREAS, it is deemed to be in the best public interest for the UTILITY, as owners of said facilities, to perform the necessary preliminary engineering, including the preparation of plans and estimate of cost, and

WHEREAS, the UTILITY has a compensable interest in its facilities and right-of-way by virtue of being located on easements or UTILITY owned right-of-way, and the STATE is obligated to reimburse the UTILITY for the preliminary engineering of these facilities, and the UTILITY is obligated for the cost of any preliminary engineering required for facilities not on easements or UTILITY owned right-of-way.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

I
GENERAL

Federal-aid Policy Guide - 23 CFR 645A, Subpart A, and amendments thereto, determine and establish the definitions and applicable standards for this AGREEMENT and payment hereunder, and by this reference are incorporated hereby and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

If the UTILITY has personnel available to perform the necessary preliminary engineering study to include plans and estimates of cost, the UTILITY shall so indicate by marking the appropriate box above and the UTILITY shall furnish all necessary labor, materials, equipment, and tools required to perform this work.

If the UTILITY is not adequately staffed or equipped to perform all of the work required herein, and the UTILITY desires to have all or part of the work performed by consultant under a contract let by the UTILITY, the UTILITY shall indicate this by marking the appropriate box or boxes above.

The UTILITY agrees that it will obtain written approval from the STATE of the proposed Consultant Contract prior to execution by the UTILITY. If a valid and continuing contract exists between the UTILITY and a consulting firm and the UTILITY desires to have the work required by this AGREEMENT performed under the subject contract, the UTILITY shall provide the STATE with a copy of the CONTRACT for review and approval prior to beginning work.

II
PAYMENT

The STATE, in consideration of the faithful performance of the work to be done by the UTILITY, agrees to pay the UTILITY actual direct and related indirect costs incurred on the project up to the limit shown in the heading of the agreement under "Actual Cost Limit", if the actual cost method is the one selected in the heading above. If the lump sum method is selected, the STATE in consideration of the faithful performance of the work to be done by the UTILITY, agrees to pay the UTILITY a lump sum amount as shown above.

The lump sum payment is full compensation for furnishing all materials, labor, tools, and equipment necessary or incidental to completing the work covered by this AGREEMENT.

An itemized estimate of cost for work to be performed by the UTILITY at the STATE's expense marked Exhibit "A" is attached hereto and by this reference made a part of this AGREEMENT.

DOT

Example 2-1, Page 1

Partial payments may be made upon request of the UTILITY to cover costs incurred, and are not to be more frequent than one (1) per month. It is agreed that payment of any partial claim will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the UTILITY, the UTILITY agrees to refund such overpayment to the STATE.

During the progress of the work and for a period not less than three (3) years from the date of final payment to the UTILITY, the records and accounts pertaining to the work of the project and accounting therefore are to be kept available for inspection and audit by the STATE and/or Federal Government and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 3-year retention period.

The UTILITY shall submit a final billing to the STATE within 90 calendar days following completion of the work involved.

III
AUTHORITY TO BEGIN WORK AND SCHEDULE OF WORK

The UTILITY agrees not to commence work until after this agreement has been executed and the authorization to proceed with the work has been issued. Reimbursement will be limited to those costs incurred subsequent to these dates.

The UTILITY agrees to schedule the work herein referred to and perform said work in such a manner as not to delay or interfere with the STATE's project.

IV
EXTRA WORK

Reimbursement for costs in excess of the amount shown in the heading of this AGREEMENT shall be limited to costs authorized by a written modification to this AGREEMENT approved by the STATE.

V
LEGAL RELATIONS

The UTILITY shall indemnify and hold the STATE and its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the STATE arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the UTILITY's performance or failure to perform any aspect of this AGREEMENT. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the UTILITY and (b) the STATE, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the UTILITY, and Provided further, that nothing herein shall require the UTILITY to hold harmless or defend the STATE, its agents, employees, and/or officers from any claims arising from the sole negligence of the STATE, its agents, employees, and/or officers.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

UTILITY	**STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**
By Robert Smith	By John Doe
Title Manager, Field Operations	Title Region Administrator
Date November 13, 1997	

The funding for this project was approved under Work Order AA 1111
on the 14 day of November, 1997. The UTILITY is hereby authorized to proceed with the work authorized under this AGREEMENT by the State of Washington Department of Transportation
on the 20th day of November, 1997.

Utility Engineer Bill Johnson

Example 2-1, Page 2

Exhibit "A"
Specifications and Special Considerations

The proposed work under this Agreement contemplates the removal, adjustment, and/or relocation of certain facilities as described herein.

Work to be performed by the State
(List in detail with enough information to allow comparison between agreement estimate and exhibit showing proposed work, ie. Location of work, types and sizes of major items of materials to be removed, relocated or constructed).

(Sample)
Exhibit "C", Sheet 1
1. Construct 900 meters (2952 feet) 200 mm (8 in.) steel irrigation pipe with 200 mm (8 in.) gate valve.

Exhibit "C", Sheet 2
2. Remove 38 meters (125 feet) 250 mm (10 in.) steel irrigation pipe.

3. Construct 71 meters (233 feet) 450 mm (18 in.) steel irrigation pipe with 450 mm (18 in.) gate valve.

Exhibit "C", Sheet 3
4. Construct 71 meters (233 feet) 250 mm (10 in.) steel irrigation pipe with 250 mm (10 in.) gate valve.

Work to be performed by the Utility
(If no work will be performed by the Utility/State, the heading would be followed by "None".

Accounting

The State, in consideration of the faithful performance of the work to be done by the Utility, agrees to pay the Utility actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by **(include here the accounting system and Federal or State regulatory body which prescribes the system used by this organization; if none, the DOT Audit Section and the FHWA must approve the Utility System prior to the agreement execution).**

Exhibit "A"
Right of Way

The Utility will, after relocating and/or adjustment of their facilities, execute and deliver to the State a quit claim deed removing all utility interests from within the right of way and more specifically described as being in (Example: the NW ¼, NE ¼, SW ¼, of Section 25, Parcels 4-05220, 4-05221, and 4-05239, all located in Township 10 North, Range 1 West, W.M.)

(Include this section when the Utility desires replacement rights of way.)

The State, in consideration of the faithful performance of the Utility is executing a quit claim deed agreed to issue the Utility a specific easement, 9.14 meters (30 feet) in width for their relocated location, the centerline of which is described as follows:

(Sample)

Beginning at a point 615-feet left of HES LM 242+40 and continuing southwesterly 40 feet on a bearing of South 68°20' East, to a point 625-feet left of HES LM 242+80; thence southwesterly 245-feet on a bearing of South 21°34' West to a point 385-feet left of HES LM 243+20; thence southwesterly 190-feet on a bearing of South 66°12' West to a point 230-feet left of HES LM 242+20; thence southwesterly 340-feet on a bearing of South 30°00' West to a point 110-feet right of HES LM 242+20; thence southeasterly 125-feet on a bearing of South 13°00' East to a point 195-feet right of HES LM 243+05; thence southeasterly 190-feet on a bearing of South 54°15' east to a point 210-feet right of HES LM 244+90. (The description and plan must be sufficiently clear and accurate to locate the Utility's easement in the field.)

The State issues replacement easement will be subject to the following conditions:

1. Notice to and permission of the State shall be required prior to the commencement of any work within the limits of the highway right of way.

2. The Utility shall have reasonable right of ingress and egress to the easement area over and across other highway lands by means of roads or lanes thereon, if such there be, otherwise by such practicable route or routes as shall occasion the least damage and inconvenience to the State facility and the users of the highway. (On L/A include: however, no routine maintenance will be allowed from the through traffic roadways or ramps within the limited access area).

3. All plans, materials and work upon the Utility facility will be subject to prior approval of the State and Federal Highway Administration, if applicable.

Exhibit "A" Continued

4. The Utility shall indemnify an hold harmless the State and its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the State arising out of, in connection with or incident to the occupancy of the easement area by the Utility facility or the negligent act or acts or omissions of the Utility or its agents or employees in the course of their employment in the construction, maintenance, or operation of the Utility facility within the limits of the highway right of way. Provided, however, that if such claims are caused by or the result from the concurrent negligence of (a) the Utility and (b) the State, its agents, employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Utility, and provided further, that nothing herein shall require the Utility to hold harmless or defend the State, its agents, employees, and/or officers from any claims arising from the sole negligence of the State, its agents, employees, and/or officers.

5. The Utility facility shall be operated and maintained at the sole cost of the Utility and without expense of the state.

6. The easement shall not be deemed an exclusive one nor shall the State be prohibited from granting permission to other public or private utilities to occupy portions of the State right of way where such uses are not inconsistent with the easement granted to the Utility or the Utility's use thereof.

7. The State reserves the right to use said strip for purposes which will not interfere with the Utility's full enjoyment of the rights hereby granted, provided that the State shall not erect or construct any building or structure, or other obstruction on said easement without written consent of the Utility.

8. The Utility shall have the right to use such portions of said land adjacent to and along said strip as may be reasonably necessary in connection with the installation, repair and replacement of their facilities.

9. The Utility shall pay the State, if applicable, the reasonable amount of actual damages to fences, buildings, private roads and other highway improvements caused by it within the limits of the highway right of way or adjacent thereto used or damaged during the construction or reconstruction of any utility or in the exercise of the right on ingress or egress.

Exhibit "A" Continued

10. At any time in the future, the State requires the Utility to remove and/or relocate their facilities from within the right of way and limits of said easement to be granted by the State, all costs of the removal and/or relocation will be the responsibility of the State.

11. If the Utility should decide to remove and/or relocate the facility outside the State's right of way without being asked to do so by the State, all the costs of said removal and/or relocation will be the responsibility of the Utility.

12. The provisions of the easement shall insure to the benefit of and bind the heirs, successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Franchise or Permit

(Include this section when the Utility does not desire an easement)

The Utility shall apply for and the State shall convey the necessary statutory permits or franchises pursuant to Chapter 47.44 RCW required for installation of such facilities that remain on or cross the State right of way.

Exhibit "B"

Estimate of Cost

(Format flexible - must show Labor, Materials and Equipment for both removal and installation)

Sample: Labor, Materials, and Equipment

Labor - Construction Engineering [1]

Working Title _____Hours @ $_____ = $_____
Subtotal = $_____

Labor - Removal

Working Title _____Hours @ $_____ = $_____
Subtotal = $_____

Labor - Installation

Working Title _____Hours @ $_____ = $_____
Subtotal = $_____

Labor - Contract (Name of Contractor)

Describe Labor Activity = $ _____
Subtotal = $_____

*Labor Overhead figures used in this estimate include the following breakdown:

_____%
_____%
_____%
_____%
==========
_____% Total

Subtotal all Labor = $_____
Utility Labor Overhead
(____% of $_____) = $_____

Contract Labor Sales Tax
(if applicable)
(____% of $_____) = $_____
=========
Total Labor = $_____

(1) Payment for construction engineering is limited to 15% of the total cost of construction, exclusive of any right of way or easement acquisition.

Exhibit "B"

Material - Removed (Salvaged)

(23CFR 645.117(e)(2). Any salvage value derived from the old facility shall include a credit to the highway project for the value of the materials removed)

Item Description	Quantity @ Price/Quantity	= $_____
	Total Salvage	= $(_____) Credit

Material - Installation

Item Description	Quantity @ Price/Quantity	= $_____
	Total Installed Materials	= $_____

** Materials overhead figures used in this estimate includes the following breakdown:

_____%
_____%
_____%
_____%
=========
_____% Total

Salvage	= $(_____)Credit
Materials Installed	= $_____
Materials Overhead (____% of $_____)	= $_____
Materials Sales Tax (if applicable) (____% of $_____)	= $_____
	==========
Total Materials	= $_____

Equipment - Removal

Equipment Description _____	Miles/Hours @ $_____	= $_____
	Subtotal	= _____

Equipment - Installation

Equipment Description _____	Miles/Hours @ $_____	= $_____
	Subtotal	= $_____
		==========
	Total Equipment	= $_____

Exhibit "B"

Miscellaneous Direct Costs

Survey (Name of Surveying Company)	= $_____
Permits (purpose)	= $_____
Purchase of Right of way (must be described in detail in agreement test)	= $_____
	==========
Total Miscellaneous Direct Costs	= $_____

Summary

Labor	= $_____
Materials	= $_____
Equipment	= $_____
Miscellaneous Direct Costs	= $_____
Less Accured Depreciation Credit, if any (show method of calculating accured depreciation credit)	= $_____
	==========
Total Cost	= $_____

If a Betterment is included, apply fixed percentage to total estimated relocation cost figure.

UT 0000
Exhibit "B" - Estimate of Cost

Labor

Labor - Engineering and Design

Description	Unit/Hours	Unit Price	Amount	Total
Supervising Engineer	6	$40.00	$240.00	
Engineer	50	$31.00	$1,550.00	
Engineering Technician	6	$22.00	$132.00	
		Subtotal		**$1,922.00**

Labor - Removal

Description	Unit/Hours	Unit Price	Amount	Total
Line Foreman	20	$37.00	$740.00	
Lineman	40	$32.00	$1,280.00	
Operator	20	$26.00	$520.00	
		Subtotal		**$2,540.00**

Labor - Installation

Description	Unit/Hours	Unit Price	Amount	Total
Line Foreman	80	$37.00	$2,960.00	
Lineman	160	$32.00	$5,120.00	
Operator	80	$26.00	$2,080.00	
		Subtotal		**$10,160.00**

Labor -Contract (Acme Boring)

Description	Quantity/Unit	Unit Price	Amount	Total
6" Bore at Williams Road	200 L.F.	$7.50	$1,500.00	
Gravel Backfill	20 C.Y.	$15.00	$300.00	
Trenching & Backfilling	1050 L.F.	$2.10	$2,205.00	
Open Cut Private Driveway	2 Each	$250.00	$500.00	
		Subtotal		**$4,505.00**

Labor Overhead Summary

Administrative Overhead	31%
Fringe benefits	16%
Total	47%

Subtotal All Labor	**19,127.00**
Utility Labor Overhead (47% x $19,127)	**8,989.69**
Contract Labor Sales Tax (7.9% x $4,505.00)	**355.90**
Labor Total	**$28,472.59**

UT 0000
Exhibit "B" - Estimate of Cost
Continued

Equipment

Equipment - Removal

Description	Unit/Hours	Unit Price	Amount	Total
Boom truck	20	$21.00	$420.00	
Pickup	20	$7.00	$140.00	
Crew truck	20	$9.00	$180.00	
		Subtotal		**$740.00**

Equipment - Installation

Description	Unit/Hours	Unit Price	Amount	Total
Boom Truck	40	$21.00	$840.00	
Truck Mounted Auger	40	$19.00	$760.00	
Pickup	80	$7.00	$560.00	
Crew truck	80	$9.00	$720.00	
		Subtotal		**$2,880.00**

Equipment Total **$3,620.00**

Materials

Description	Quantity/Unit	Unit Price	Amount	Total
45' Wood pole	3 Each	$450.00	$1,350.00	
Crossarms	4 sets	$101.00	$404.00	
Down Guy Anchors	6 Each	$200.00	$1,200.00	
Overhead Conductor	2100 L.F.	$6.00	$12,600.00	
Underground Conductor	2500 L.F.	$2.50	$6,250.00	
Junction Boxes	2 Each	$950.00	$1,900.00	
Miscellaneous Hardware (Nuts, Bolts, Braces, Guy wires, Clamps, etc.)	L.S.	$2,125.00	$2,125.00	
		Subtotal		**$25,829.00**
		Sales Tax(7.9% x $25,829.00)		**$2,040.49**
		Total		**$27,869.49**

UT 0000
Exhibit "B" - Estimate of Cost
Continued

Salvage

Description	Quantity/Unit	Unit Price	Amount	Total
Wood poles (45')	4 Each	$250.00	$1,000.00	
Crossarms (8')	8 Each	$30.00	$240.00	
Strain Insulators	10 Each	$20.00	$200.00	
Anchors	4 each	$15.00	$60.00	
Suspension Insulators	16 Each	$10.00	$160.00	
Transformers	3 Each	$600.00	$1,800.00	
Conductor	2100 L.F.	$0.50	$1,050.00	
		Total Salvage		**($4,510.00)**

Summary

Labor	**$28,472.59**
Equipment	**$3,620.00**
Materials	**$27,869.49**
Salvage	**($4,510.00)**
Total Estimated Project Cost	**$55,452.08**

Washington State Department of Transportation

Utility Construction Agreement Work by Utility - Actual Cost	Organization and Address Acme Power 1314 Cascade Way Woodinville, WA. 98811
Agreement Number UT 0000	Section / Location Junction SR 7 to Leahy
State Route Number: 222 / Control Section Number: 0123	
Region Northwest Region	

THIS AGREEMENT, made and entered into this 5th day of November, 1994, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, by virtue of Title 47 RCW, (hereinafter the "STATE") and the above named organization, (hereinafter the "UTILITY").

WHEREAS, the STATE is planning the construction or improvement of the state route shown above, and in connection therewith it is necessary to remove and/or relocate or construct certain UTILITY facilities as set forth in the attached plans, and

WHEREAS, it is deemed to be in the best public interest for the UTILITY, as owners of said facilities, to perform the work of removing, adjusting, and/or relocating the facilities, and

WHEREAS, the UTILITY has a compensable interest in its facilities and right-of-way by virtue of being located on easements or UTILITY owned right-of-way, and the STATE is obligated to reimburse the UTILITY for the relocation of these facilities, and the UTILITY is obligated for the cost of any relocation required for facilities not on easements or UTILITY owned right-of-way.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

I
GENERAL

Federal-aid Policy Guide - 23 CFR 645A, Subpart A and amendments thereto, determine and establish the definitions and applicable standards for this AGREEMENT and payment hereunder, and by this reference are incorporated hereby and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

The UTILITY shall furnish the labor, materials, equipment, and tools required for and do the work in removing and/or relocating the UTILITY facilities, in accordance with and described in the specifications marked Exhibit "A" and plans marked Exhibit "C" attached hereto, and by this reference made a part of this AGREEMENT.

II
PAYMENT

The STATE, in consideration of the faithful performance of the work to be done by the UTILITY, agrees to pay the UTILITY actual direct and related indirect costs accumulated in accordance with a work order accounting procedure as prescribed and approved by the Agency shown in Exhibit "A" under accounting system.

An itemized estimate of cost for work to be performed by the UTILITY at the STATE's expense marked Exhibit "B" is attached hereto and by this reference made a part of this AGREEMENT.

Partial payments may be made upon request of the UTILITY to cover costs incurred, and are not to be more frequent than one (1) per month. It is agreed that payment of any partial claim will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the UTILITY, the UTILITY agrees to refund such overpayment to the STATE.

During the progress of the construction and for a period not less than three (3) years from the date of final payment to the UTILITY, the records and accounts pertaining to the construction of the project and accounting therefore are to be kept available for inspection and audit by the STATE and/or Federal Government and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 3-year retention period.

DOT [illegible]

The UTILITY shall submit a final billing to the STATE within 90 calendar days following completion of the work involved.

III
AUTHORITY TO BEGIN WORK AND SCHEDULE OF WORK

The UTILITY agrees not to commence work until receipt of notice to begin work in writing by the STATE, and that reimbursement will be limited to those costs incurred subsequent to the date of such notification.

The UTILITY agrees to schedule the work herein referred to and perform said work in such manner as not to delay or interfere with the STATE's contractor in the performance of the contract.

IV
EXTRA WORK

In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit "B", this AGREEMENT will be modified by supplement AGREEMENT covering said increase.

In the event it is determined that any change from the statement of work contained in this AGREEMENT is required, approval must be secured from the STATE prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work and/or a substantial change in the statement of work shall be limited to costs allowed by a written modification, change order, or extra work order approved by the STATE.

V
WORK BY CONTRACT

It is acknowledged that the UTILITY may not be adequately staffed or equipped to perform all the work required hereby, and that all or part of the same may be done by a contract let by the UTILITY. The UTILITY agrees that it shall not advertise or solicit bids for contract work until authorized to do so in writing by the STATE. It is further agreed that the UTILITY must receive written approval of the bid and contractor from the STATE prior to awarding the contract.

If a valid and continuing contract exists between the UTILITY and a contractor, and the UTILITY desires to have the work required by this AGREEMENT performed under the subject contract, the UTILITY shall provide the STATE with a copy of the contract for the STATE to review and approve. The STATE will indicate its approval by including a statement in Exhibit "A" to this AGREEMENT that the work shall be performed by (name and address of contractor) under a continuing contract approved by the STATE.

Nothing in the approval of such contract or agreement by the STATE will constitute an assignment of the UTILITY's rights and/or obligations or otherwise establish direct relations between STATE, UTILITY, and contractor.

DOT [illegible]

VI
INSPECTION AND ACCEPTANCE

All of the UTILITY's construction operations, as provided under this AGREEMENT, shall be subject to inspection by the STATE.

Final acceptance of work shall be by payment of the final and complete itemized billing certifying that all the work has been done and upon recommendation of the Regional Administrator of the Department of Transportation.

Nothing in either inspection or acceptance shall reduce the UTILITY's responsibility for the work.

VII
SALVAGE

All material removed by the UTILITY shall be reclaimed or disposed of by the UTILITY and shall be credited to the STATE in accordance with Federal-aid Policy Guide - 23 CFR 645A, Subpart A. The UTILITY shall furnish written notice to the STATE for the time and place the materials will be available for inspection. If salvage credit is anticipated on the project, an estimate of the salvage credit will be included in the estimate of cost.

VIII
DISCONNECT AND REMOVAL

When it is determined to be in the interest of the STATE to have the UTILITY's facilities removed by the STATE's contractor, the UTILITY will disconnect the facilities shown on Exhibit "C" to be removed by the STATE's contractor at STATE expense. Upon disconnection the STATE shall assume full responsibility for and disposition of the above mentioned facilities. It is agreed that the material to be removed by the STATE's contractor shall have no salvage value to the UTILITY.

IX
BETTERMENTS

If adjustment of the UTILITY's facilities does constitute a betterment as defined in Federal-aid Policy Guide - 23 CFR 645A, Subpart A, the betterment credit will be included in the estimate of cost.

X
ACCRUED DEPRECIATION

If adjustment of the UTILITY's facilities does involve a credit due for the accrued depreciation of the facility being replaced, this value will be included in the estimate of cost.

XI
COMPLIANCE

The UTILITY agrees to comply with all applicable requirements of the STATE which shall be in accordance with the Utilities Accommodation Policy, Chapter 468-34 WAC, and amendments thereto, and said policy and amendments are hereby incorporated in and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

XII
RIGHT OF ENTRY

The UTILITY hereby grants and conveys to the STATE the right of entry upon all land which the UTILITY has interest, within the right-of-way of the highway, for the purpose of improving and/or constructing said highway.

As noted in Exhibit "A" the UTILITY will, after relocation and/or adjustment of their facilities, execute and deliver to the STATE a quit claim deed removing all UTILITY interests from within the STATE's right-of-way.

Upon completion of the work outlined herein, all future operation and maintenance of the UTILITY's facilities shall be at the sole cost of the UTILITY and without expense to the STATE.

XIII
EASEMENT, PERMIT, OR FRANCHISE

The STATE will issue the UTILITY an easement, permit, or franchise, as provided in Exhibit "A", for those UTILITY facilities which remain on or cross the STATE's right-of-way following completion of the work outlined herein.

XIV
LEGAL RELATIONS

The UTILITY shall indemnify and hold the STATE and its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the STATE arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the UTILITY's performance or failure to perform any aspect of this AGREEMENT. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the UTILITY and (b) the STATE, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the UTILITY, and Provided further, that nothing herein shall require the UTILITY to hold harmless or defend the STATE, its agents, employees, and/or officers from any claims arising from the sole negligence of the STATE, its agents, employees, and/or officers.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

UTILITY

By _____

Title Manager, Field Operations

Date _____

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By _____

Title Region Administrator

Washington State Department of Transportation

Utility Construction Agreement Work by Utility - Lump Sum		Organization and Address Acme Power 1314 Cascade Way Woodinville, WA. 98811
Agreement Number UT 0000		
State Route Number 222	Control Section Number 0123	Section / Location Junction SR 7 to Leahy
Region Northwest Region		
Lump Sum Payment 8,000		

THIS AGREEMENT, made and entered into this 7th day of November, 1991, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, by virtue of Title 47 RCW, (hereinafter the "STATE") and the above named organization, (hereinafter the "UTILITY").

WHEREAS, the STATE is planning the construction or improvement of the state route as shown above, and in connection therewith it is necessary to remove and/or relocate or construct certain UTILITY facilities as set forth in the attached plans, and

WHEREAS, it is deemed to be in the best public interest for the UTILITY, as owners of said facilities, to perform the work of removing, adjusting, and/or relocating the facilities, and

WHEREAS, the UTILITY has a compensable interest in its facilities and right-of-way by virtue of being located on easements or UTILITY owned right-of-way, and the STATE is obligated to reimburse the UTILITY for the relocation of these facilities, and the UTILITY is obligated for the cost of any relocation required for facilities not on easements or UTILITY owned right-of-way.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

I
GENERAL

Federal-aid Policy Guide - 23 CFR 645A, Subpart A, and amendments thereto, determine and establish the definitions and applicable standards for this AGREEMENT and payment hereunder, and by this reference are incorporated hereby and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

The UTILITY shall furnish the labor, materials, equipment, and tools required for and do the work in removing and/or relocating the UTILITY facilities, in accordance with and described in the specifications marked Exhibit "A" and plans marked Exhibit "C" attached hereto, and by this reference made a part of this AGREEMENT.

II
PAYMENT

The STATE, in consideration of the faithful performance of the work to be done by the UTILITY, agrees to pay the UTILITY a lump sum amount as shown above.

The lump sum payment is full compensation for furnishing all materials, labor, tools, and equipment necessary or incidental to completing the work covered by this AGREEMENT.

An itemized estimate of cost for work to be performed by the UTILITY at the STATE's expense marked Exhibit "B" is attached hereto, and by this reference made a part of this AGREEMENT.

The UTILITY shall submit a final billing to the STATE within 90 calendar days following completion of the work involved.

III
AUTHORITY TO BEGIN WORK AND SCHEDULE OF WORK

The UTILITY agrees not to commence work until receipt of notice to begin work in writing by the STATE, and that reimbursement will be limited to those costs incurred subsequent to the date of such notification.

The UTILITY agrees to schedule the work herein referred to and perform said work in such a manner as not to delay or interfere with the STATE's contractor in the performance of the contract.

IV
WORK BY CONTRACT

It is acknowledged that the UTILITY may not be adequately staffed or equipped to perform all the work required hereby, and that all or part of the same may be done by a contract let by the UTILITY. The UTILITY agrees that it shall not advertise or solicit bids for contract work until authorized to do so in writing by the STATE. It is further agreed that the UTILITY must receive written approval of the bid and contractor from the STATE prior to awarding the contract.

If a valid and continuing contract exists between the UTILITY and a contractor, and the UTILITY desires to have the work required by this AGREEMENT performed under the subject contract, the UTILITY shall provide the STATE with a copy of the contract for the STATE to review and approve. The STATE will indicate its approval by including a statement in Exhibit "A" to this AGREEMENT that the work shall be performed by (name and address of contractor) under a continuing contract approved by the STATE.

Nothing in the approval of such contract or agreement by the STATE will constitute an assignment of the UTILITY's rights and/or obligations or otherwise establish direct relations between the STATE, UTILITY and contractor.

V
INSPECTION AND ACCEPTANCE

All of the UTILITY's construction operations, as provided under this AGREEMENT, shall be subject to inspection by the STATE.

Final acceptance of work shall be by payment of the billing certifying that all the work has been done and upon recommendation of the Regional Administrator of the Department of Transportation.

Nothing in either inspection or acceptance shall reduce the UTILITY's responsibility for the work.

VI
SALVAGE

If adjustment of the UTILITY's facilities does involve a credit due for material removed by the UTILITY as defined in Federal-aid Policy Guide - 23 CFR 645A, Subpart A, an estimate of the salvage credit will be included in the estimate of cost.

VII
DISCONNECT AND REMOVAL

When it is determined to be in the interest of the STATE to have the UTILITY's facilities removed by the STATE's contractor, the UTILITY will disconnect the facilities shown on Exhibit "C" to be removed by the STATE's contractor at STATE expense. Upon disconnection the STATE shall assume full responsibility for and disposition of the above mentioned facilities. It is agreed that the material to be removed by the STATE's contractor shall have no salvage value to the UTILITY.

VIII
BETTERMENTS

If adjustment of the UTILITY's facilities does constitute a betterment as defined in Federal-aid Policy Guide - 23 CFR 645A, Subpart A, the betterment credit will be included in the estimate of cost.

IX
ACCRUED DEPRECIATION

If adjustment of the UTILITY's facilities does involve a credit due for the accrued depreciation of the facility being replaced, this value will be included in the estimate of cost.

X
COMPLIANCE

The UTILITY agrees to comply with all applicable requirements of the STATE which shall be in accordance with the Utilities Accommodation Policy, Chapter 468-34 WAC, and amendments thereto, and said policy and amendments are hereby incorporated in and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

XI
RIGHT OF ENTRY

The UTILITY hereby grants and conveys to the STATE the right of entry upon all land which the UTILITY has interest, within the right-of-way of the highway, for the purpose of improving and/or constructing said highway.

As noted in Exhibit "A" the UTILITY will, after relocation and/or adjustment of their facilities, execute and deliver to the STATE a quit claim deed removing all UTILITY interests from within the STATE's right-of-way.

Upon completion of the work outlined herein, all future operation and maintenance of the UTILITY's facilities shall be at the sole cost of the UTILITY and without expense to the STATE.

XII
EASEMENT, PERMIT, OR FRANCHISE

The STATE will issue the UTILITY an easement, permit, or franchise, as provided in Exhibit "A", for those UTILITY facilities which remain on or cross the STATE's right-of-way following completion of the work outlined herein.

XIII
LEGAL RELATIONS

The UTILITY shall indemnify and hold the STATE and its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the STATE arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the UTILITY's performance or failure to perform any aspect of this AGREEMENT. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the UTILITY and (b) the STATE, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the UTILITY, and Provided further, that nothing herein shall require the UTILITY to hold harmless or defend the STATE, its agents, employees, and/or officers from any claims arising from the sole negligence of the STATE, its agents, employees, and/or officers.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

UTILITY

By Robert Smith

Title Manager, Field Operations

Date November 12, 1997

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By John Doe

Title Region Administrator

Washington State Department of Transportation

Utility Construction Agreement Work by State - Actual Cost		Organization and Address Acme Power 1314 Cascade Way Woodinville, WA. 98811
Agreement Number UT 0000	State Route Number 222	
Control Section Number 0123	Region Northwest Region	Section / Location Junction SR 7 to Leahy
Advance Payment Amount 1,200		

THIS AGREEMENT, made and entered into this 7th day of November, 1984, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, by virtue of Title 47 RCW, (hereinafter the "STATE") and the above named organization, (hereinafter the "UTILITY").

WHEREAS, the STATE is planning the construction or improvement of the state route as shown above, and in connection therewith it is necessary to remove and/or relocate or construct certain UTILITY facilities as set forth in the attached plans, and

WHEREAS, it is deemed to be in the best public interest for the STATE to include the necessary items of work for relocating and/or constructing the UTILITY's facilities in the STATE's construction contract, and

WHEREAS, the STATE is obligated for the relocation of facilities where the UTILITY has a compensable interest in its facilities and right-of-way by virtue of being located on easements or UTILITY owned right-of-way, the UTILITY is obligated to reimburse the STATE for any relocation costs required for facilities not on easements or UTILITY owned right-of-way.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

I
GENERAL

Federal-aid Policy Guide - 23 CFR 645A, Subpart A, and amendments thereto, determine and establish the definitions and applicable standards for this AGREEMENT and payment hereunder, and by this reference are incorporated hereby and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

The STATE, as agent acting for an on behalf of the UTILITY, agrees to do the work in removing, relocating, and/or constructing the UTILITY facilities in accordance and described in the specifications marked Exhibit "A" and plans marked Exhibit "C" attached hereto, and by this reference made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the STATE in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted. The STATE will incorporate the plans and specifications into the STATE's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract.

The UTILITY hereby approves the plans and specifications for the described work as shown on Exhibits "A" and "C".

The UTILITY may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the UTILITY. All contact between said inspector and the STATE's contractor shall be through the STATE's representatives.

The UTILITY agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this AGREEMENT.

If a letter of acceptance is not received by the STATE within 90 days following completion of the work, the work will be considered accepted by the UTILITY and shall release the STATE from all future claims and demands of any nature resulting from the performance of the work under this AGREEMENT.

The UTILITY may withhold this acceptance of work by submitting written notification to the STATE within the 90 day period. This notification shall include the reasons for withholding the acceptance.

II
PAYMENT

An itemized estimate of cost for work to be performed by the STATE marked Exhibit "B" is attached hereto, and by this reference made a part of this AGREEMENT.

The UTILITY, in consideration of the faithful performance of the work to be done by the STATE, agrees to reimburse the STATE for the actual direct and related indirect cost of all work which is the financial responsibility of the UTILITY as defined in Exhibits "A" and "B".

Partial payments shall be made by the UTILITY, upon request of the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final audit, all required adjustments will be made and reflected in a final payment.

The UTILITY agrees to make payment for the work to be done by the STATE within thirty (30) days from receipt of billing from the STATE.

The UTILITY agrees to pay the STATE the "Advance Payment Amount" stated above within 20 days after the STATE submits its first partial payment request to the UTILITY. The advance payment represents approximately fifteen (15) percent of the estimate of cost for which the UTILITY is responsible, and covers costs incurred by the STATE in the initial stages of the project. The advance payment will be carried throughout the life of the project with final adjustment made in the final payment.

DOT [illegible]

III
EXTRA WORK

In the event unforeseen conditions require an increase in the UTILITY's cost obligation of 25 percent or more from that agreed to on Exhibit "B", this AGREEMENT will be modified by supplement AGREEMENT covering said increase.

In the event it is determined that any change from the description of work contained in this AGREEMENT is required, approval must be secured from the UTILITY prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by written modification, change order, or extra work order approved by the UTILITY.

IV
SALVAGE

All materials removed by the STATE shall be reclaimed or disposed of by the STATE and shall become the property of the STATE. If the UTILITY desires to retain these materials, and the STATE concurs, the UTILITY shall reimburse the STATE an amount not less than that required by the Federal-aid Policy Guide - 23 CFR 645A, Subpart A.

V
BETTERMENTS

If adjustment of the UTILITY's facilities does constitute a betterment as defined in Federal-aid Policy Guide - 23 CFR 645A, Subpart A, the betterment credit will be included in the estimate of cost.

VI
ACCRUED DEPRECIATION

If adjustment of the UTILITY'S facilities does involve a credit due for the accrued depreciation of the facility being replaced, this value will be included in the estimate of cost.

VII
COMPLIANCE

The UTILITY agrees to comply with all applicable requirements of the STATE which shall be in accordance with the Utilities Accommodation Policy, Chapter 468-34 WAC, and amendments thereto, and said policy and amendments are hereby incorporated in and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

VIII
RIGHT OF ENTRY

The UTILITY hereby grants and coveys to the STATE the right of entry upon all land which the UTILITY has interest, within the right-of-way of the highway, for the purpose of improving and/or constructing said highway.

As noted in Exhibit "A" the UTILITY will, after relocation and/or adjustment of their facilities, execute and deliver to the STATE a quit claim deed removing all UTILITY interests from within the STATE's right-of-way.

Upon completion of the work outlined herein, all future operation and maintenance of the UTILITY's facilities shall be at the sole cost of the UTILITY and without expense to the STATE.

IX
EASEMENT, PERMIT, OR FRANCHISE

The STATE will issue the UTILITY an easement, permit, or franchise, as provided in Exhibit "A", for those UTILITY facilities which remain on or cross the STATE's right-of-way following completion of he work outlined herein.

XIV
LEGAL RELATIONS

The UTILITY shall indemnify and hold the STATE and its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the STATE arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the UTILITY's performance or failure to perform any aspect of this AGREEMENT. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the UTILITY and (b) the STATE, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the UTILITY, and Provided further, that nothing herein shall require the UTILITY to hold harmless or defend the STATE, its agents, employees, and/or officers from any claims arising from the sole negligence of the STATE, its agents, employees, and/or officers.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

UTILITY	**STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**
By Robert Smith	By John Doe
Title Manager, Field Operations	Title Region Administrator
Date November 15, 1997	

UT 0000
Exhibit "B"
Utility Construction Agreement
Estimate of Cost

Std. Bid Item No.	DESCRIPTION	Unit	QUANTITY	Unit Price	Amount
0001	Mobilization *	L.S.	_	-	$300.00
4667	Plain Concrete Culvert Pipe 300 mm diameter	m	30	$33.00	$990.00
4668	Plain Concrete Culvert Pipe 450 mm diameter	m	13	$51.00	$663.00
8871	Asphalt Concrete Pavement Class B incl. Paving Asphalt	t	14	$21.00	$294.00
6979	Labor for Traffic Control	Hour	25	$14.00	$350.00
9410	Structure Excavation Class B	m^3	120	$13.00	$1,560.00
9416	Shoring and Cribbing or Extra Excavation Class B	L.S.	Lump Sum	L.S.	$200.00
9429	Gravel Backfill for Pipe Bedding	m^3	15.0	$20.00	$300.00

Contract Total	$4,657.00
Sales tax @ 7.9 %	$367.90
Agreement Subtotal	$5,024.90
* Engineering @ 15%	$753.74
Contingencies @ 5%	$251.25
Subtotal	$6,029.88
Indirect Cost rate @ 8.09%	$487.82
Total Estimated Cost	**$6,517.70**

* Mobilization and Engineering costs will be determiced by a proration of the mobilization and engineering costs of the entire project to the construction costs of the work covered by this agreement.

** The indirect cost will be applied at the actual rate in effect at the time the work is performed, in accordance with Washington State Department of transportation Directive D 13-21

NOTE: Estimate of cost is to agree by item, quantity, and unit with separate group listing under Summary of Quantities on PS&E. Inculde credit for Betterments and Salvage.

UT 0000
Exhibit "B"
Utility Construction Agreement
Estimate of Cost

Std. Bid Item No.	DESCRIPTION	Unit	QUANTITY	Unit Price	Amount
0001	Mobilization *	L.S.	_	-	$300.00
1215	Plain Concrete Culvert Pipe 12" diameter	L.F.	100	$10.00	$1,000.00
1216	Plain Concrete Culvert Pipe 18"diameter	L.F.	44	$15.00	$660.00
5765	Asphalt Concrete Pavement Class B incl. Paving Asphalt	Ton	15	$20.00	$300.00
6979	Labor for Traffic Control	Hour	25	$14.00	$350.00
7005	Structure Excavation Class B	C.Y.	160	$10.00	$1,600.00
7008	Shoring and Cribbing or Extra Excavation Class B	L.S.	Lump Sum	L.S.	$200.00
7013	Gravel Backfill for Pipe Bedding	C.Y.	20.0	$15.00	$300.00
				Contract Total	$4,710.00
				Sales tax @ 7.9 %	$372.09
				Agreement Subtotal	$5,082.09
				* Engineering @ 15%	$762.31
				Contingencies @ 5%	$254.10
				Subtotal	$6,098.51
				**Indirect Cost rate @ 8.09%	$493.37
				Total Estimated Cost	**$6,591.88**

* Mobilization and Engineering costs will be determiced by a proration of the mobilization and engineering costs of the entire project to the construction costs of the work covered by this agreement.

** The indirect cost will be applied at the actual rate in effect at the time the work is performed, in accordance with Washington State Department of transportation Directive D 13-21

NOTE: Estimate of cost is to agree by item, quantity, and unit with separate group listing under Summary of Quantities on PS&E. Inculde credit for Betterments and Salvage.

Washington State Department of Transportation

Statewide Utility Facilities Installation Work by State - Actual Cost	Organization and Address Acme Power 1314 Cascade Way Woodinville, WA. 98811
Agreement Number UT 0000	Purpose Work by STATE to perform administrative services, plan review, research, and inspection costs associated with the UTILITY's statewide construction project.

THIS AGREEMENT, made and entered into this 7th day of November, 1991, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, by virtue of Title 47 RCW, (hereinafter the "STATE") and the above named organization, (hereinafter the "UTILITY").

WHEREAS, the UTILITY is planning the construction of UTILITY facilities within the state of Washington, and

WHEREAS, the UTILITY is planning to request permission to construct portions of these facilities within the STATE's highway rights of ways, and

WHEREAS, the UTILITY is responsible for all costs associated with the planning, construction, and maintenance of these facilities and is obligated to reimburse the STATE for reasonable costs incurred by the STATE applicable to the UTILITY's projects.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

I
GENERAL

When requesting a permit or franchise for the purpose of constructing UTILITY facilities within the STATE's right of ways, the UTILITY agrees to comply with all provisions of the Revised Code of Washington Chapter 47.44, Washington Administrative Code Chapter 468-34, the Washington State Department of Transportation's Utilities Accommodation Policy, and the Federal Highway Administration's Federal Aid Highway Program Manual Volume 6, Chapter 6, Section 3, Subsection 2.

II
AUTHORITY TO BEGIN WORK AND SCHEDULE OF WORK

The UTILITY agrees not to commence work within the STATE's right of way until the UTILITY has obtained a franchise or permit approved by the STATE.

The UTILITY agrees to schedule all work to be performed within the STATE's rights of ways in such a manner as not to delay or interfere with the STATE's construction, maintenance, or operation of the roadway facilities.

III
WORK BY CONTRACT

Should the UTILITY choose to perform the work within the STATE's right of way with other than its own forces, a representative of the UTILITY shall be present at all times unless otherwise agreed to by the STATE. All contacts between the STATE and the UTILITY's contractor shall be through the representative of the UTILITY. Where the UTILITY 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. Failure to comply with this provision shall be grounds for restricting any further work by the UTILITY within the STATE's right of way, until said requirement is met. The UTILITY, at its own expense, shall adequately police and supervise all work within the STATE's rights of ways by itself, its contractor, subcontractor, agent and others, so as not to endanger or injure any person or property.

IV
INSPECTION AND ACCEPTANCE

All of the UTILITY's construction operations within the STATE's rights of ways shall be subject to inspection by the STATE, at the expense of the UTILITY.

Nothing in either inspection or acceptance shall reduce the UTILITY's responsibility for the work.

V
PAYMENT

The UTILITY agrees to pay the STATE franchise and permit fees at the rates specified in the Washington Administrative Code (WAC) Chapter 468-34-020. In addition to these fees, the UTILITY agrees to reimburse the STATE for all actual direct and related indirect costs incurred by the STATE as a result of requests by the UTILITY, either prior to application for a franchise or permit or subsequent to the application, to include all planning, construction, and maintenance of their facilities within the STATE's rights of ways. These costs may

include but are not limited to administrative costs, plan sheets, planning costs, research costs, and inspection costs.

Partial payments shall be made by the UTILITY, upon request of the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final audit, all required adjustments will be made and reflected in a final payment.

The UTILITY agrees to reimburse the STATE within 45 days after the date of billing.

VI
LEGAL RELATIONS

The UTILITY shall indemnify and hold the STATE and its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the STATE arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the UTILITY's performance or failure to perform any aspect of this AGREEMENT. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the UTILITY and (b) the STATE, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the UTILITY, and Provided further, that nothing herein shall require the UTILITY to hold harmless or defend the STATE, its agents, employees, and/or officers from any claims arising from the sole negligence of the STATE, its agents, employees, and/or officers.

VII
FRANCHISE OR PERMIT APPROVAL

Approval of this Agreement does not constitute franchise and/or permit approval, nor does it relieve the UTILITY of its obligation to apply for and obtain a permit and/or franchise for the UTILITY facilities which remain on or across STATE right of way. Any expenditure of funds on this project prior to franchise and/or permit approval is at the UTILITY's own risk and could be lost if franchise and/or permit approval is not given.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

UTILITY

By Robert Smith

Title Manager, Field Operations

Date December 12, 1997

STATE OF WASHINGTON
DEPARTMENT OF
TRANSPORTATION

By John Doe

Title Right of Way Accommodations Engineer

Agreement _____ Supplement No. _____

This Agreement, made and entered into this _____ day of _____, _____, between the State of Washington, Department of Transportation, acting by and through the Secretary of the Department of Transportation, hereafter called the "STATE" and (Name of Utility) of (Address of Utility), hereinafter called the "UTILITY".

WHEREAS, the parties referenced above hereto entered into Agreement (number) on (date executed), which provided for (describe purpose of original agreement), and

WHEREAS, it is deemed desirable to supplement the original agreement to (describe reason for supplement).

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Section 1, General of the original agreement is revised to include the additional items of work, to be performed by the STATE at UTILITY expense, and as described herein:

(List additional description of work in similar format to the original agreement)

2. The Estimate of Cost, Exhibit "A", in the original agreement is hereby superseded and replaced by Exhibit "A-1", attached hereto and by this reference made a part of this agreement.

(Items 1 and 2 above are examples of typical wording that may be used)

3. All other terms and conditions of the original agreement shall remain in full force and effect except as modified by this Supplemental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

NAME OF UTILITY _____

By: _____

Title: _____

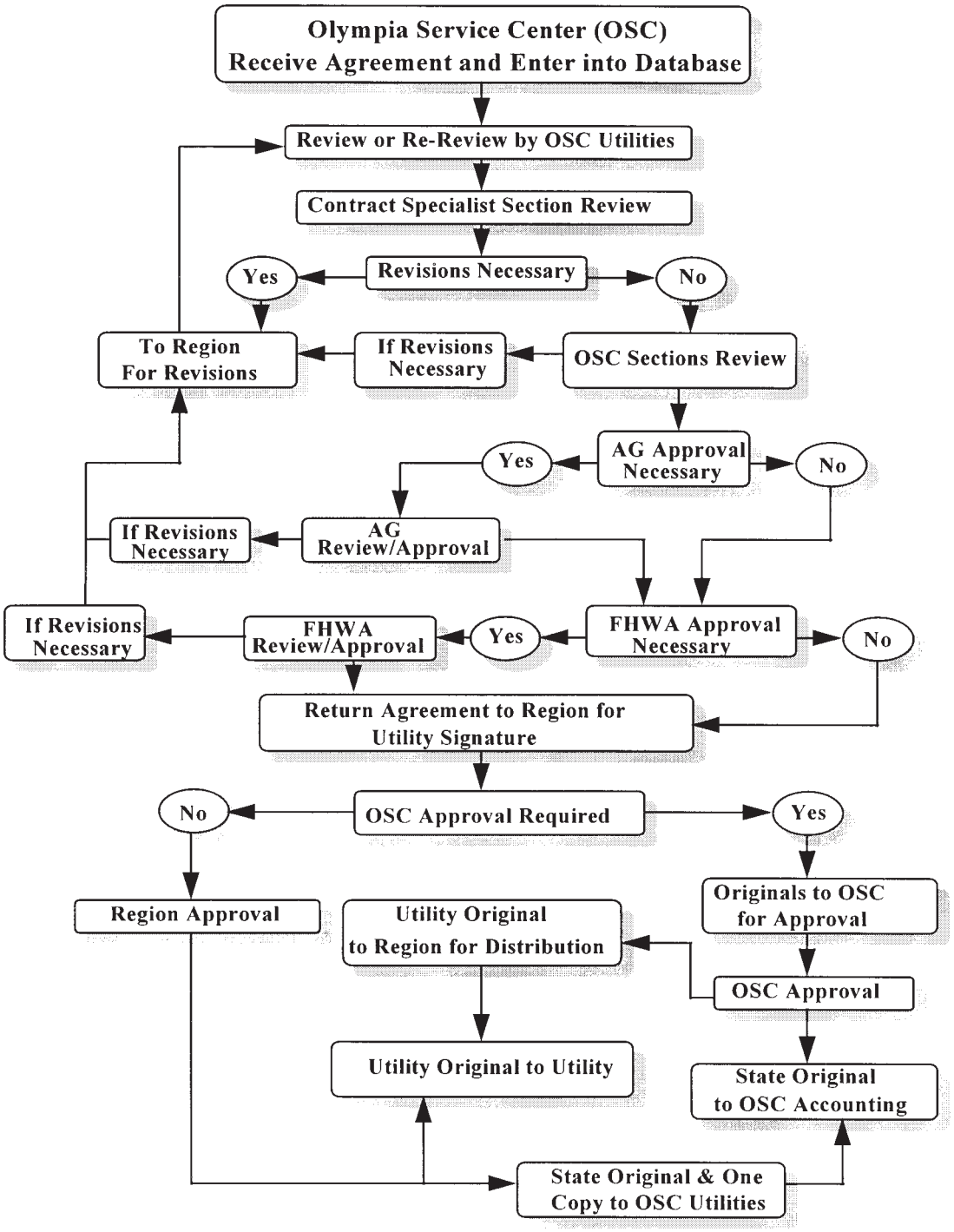
APPROVED AS TO FORM

Date: _____

By: _____
Assistant Attorney General

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____



Flow Chart for Headquarters Utilities Section
Utility Agreement Processing

Olympia Service Center Processed Agreement
Transmittal Checklist

The following checklist is to be used when sending any agreement to Headquarters Utilities and Railroads section for processing and/or approval. This checklist should accompany the agreement.

1. AGREEMENT NO. SUPPLEMENT NO. SR NO. C.S. NO.
2. SECTION
3. WORK ORDER/CONTRACT NO.
   PROJECT IDENT. NO. [(PIN NO.) IF APPLICABLE]
4. ADVERTISEMENT & AWARD BY: HEADQUARTERS ☐ REGION ☐ N/A ☐ AD DATE
5. YES ☐ NO ☐ RUSH (STANDARD PROCESSING UNLESS JUSTIFIED)
   JUSTIFICATION FOR RUSH
6. YES ☐ NO ☐ SR MILEPOSTS INCLUDED IN EXHIBITS
   IF NO: FROM TO
7. YES ☐ NO ☐X STATE FUNDING INVOLVED
   HIGHWAY PROGRAM CATEGORY
   IF YES: I ☐ P ☐ M2 ☐ OTHER
8. YES ☐ NO ☐ FEDERAL FUNDS INVOLVED
   IF YES: FEDERAL AID NO.
9. YES ☐ NO ☐ AGREEMENT EDIT FORM (AEI) ATTACHED
   FEDERAL EMPLOYEES IDENTIFICATION NO.
10. YES ☐ NO ☐ INDIRECT COST RATE (ADMINISTRATIVE OVERHEAD) INCLUDED
    IF NO - REASON
11. YES ☐ NO ☐ STATEMENT RECOGNIZING PRO-RATION OF MOBILIZATION, ENGINEERING ADDED TO COST ESTIMATE (IF APPROPRIATE)
12. YES ☐ NO ☐ CHANGE ORDER ATTACHED IF WORK IS UNDER STATE CONTRACT
    IF YES: CHANGE ORDER NO.
13. YES ☐ NO ☐ ADVANCE PAYMENT AMOUNT INCLUDED FOR STATE WORK
    IF NO - REASON
14. OTHER COMMENTS OR ADDITIONAL INFORMATION

Revised February 15, 19

Transmittal Checklist of Headquarters Processed Agreements

Chapter 3 Railroads

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3-1 General

Railroad negotiations require extended time and effort to complete and therefore need the earliest possible attention of Regional and HQ personnel. It may take six months or more to complete an agreement. If a project involves a railroad make early contact with both the railroad and the HQ Railroad Liaison.

3-2 Headquarters Railroad Liaison Responsibility

The HQ Railroad Liaison is responsible for the following railroad matters:

.01 Providing liaison between the Department and the railroad.

.02 Transmitting proposed work data to the railroad.

.03 Arranging meetings with railroads as requested by the Regions

.04 Negotiating, developing, reviewing, writing, and processing railroad agreements.

.05 Keep Regional Utility Engineer informed on Railroad Agreements under development.

.06 Authorizing the railroad to begin work.

.07 Assisting Regions in railroad matters.

.08 Assisting in railroad right of way matters. Primary responsibility for this function belongs to HQ Real Estate Services.

.09 Administering the WSDOT Grade Crossing inspection program

.010 Administering Section 130 grade crossing projects at discretion of Region.

3-3 Region Railroad Responsibility

The Regional Administrator has typically assigned the Region Utilities Engineer as the individual in the Region responsible for railroad matters. The Region Utilities Engineer is responsible for the following items:

.01 Advising the HQ Railroad Liaison of any project with railroad involvement.

.02 Maintaining a record/files of Region railroad involvements.

.03 Maintaining working contact with the HQ Railroad Liaison.

.04 Furnishing the HQ Railroad Liaison with complete information and plans (3 copies of all plans, maps, attachments) for use in contacting the railroad in order to secure necessary agreement, approvals and information. The HQ Railroad Liaison keeps the Regions informed of any follow-up action required, including meeting with railroad officials if requested or required.

.05 Reviewing draft final railroad agreements as provided by HQ Railroad Liaison.

.06 When designated by the Region Administrator, the Utilities Engineer is responsible to perform the construction administration of the agreement in accordance with Section 3-10.

.07 Report to HQ when project is completed.

3-4 Agreements

Formal agreements with the railroad are required on all projects where a railroad will be reimbursed for work done at State request for example placing and removing track protection. Agreements are usually not required on bridge overlay projects where the work will take place entirely inside bridge railings and our contractor will not need to access railroad property. When a formal agreement is necessary, the HQ Railroad Liaison will negotiate an agreement with the railroad and prepare it in accordance with the Agreements Manual M22-99.

3-5 WUTC Petitions

If the project involves modification of a railroad grade crossing in any manner a WUTC petition will be required. The WUTC regulates safety at all Washington grade crossings not in first class cities. The HQ Railroad Liaison will coordinate with the WUTC and assist with preparation of the petition. The Region must provide the roadway and traffic data required by the petition. Once the petition is complete the HQ Railroad Liaison signs it and forwards appropriate copies to the WUTC or to the respondent depending on conditions. When the WUTC completes their review and issues an order they will return it to the HQ Railroad Liaison who will retain a copy for his records and forward a copy to the Region Utility Engineer.

3-6 Grade Separation Structure

The Region should contact the HQ Railroad Liaison as early as possible for each bridge project that affects railroad facilities. Sufficient information and plans must be provided by the Region to permit the railroad to review the proposal and for HQ Railroad Liaison to develop an agreement.

3-7 Maintenance of Highway Overcrossings

If a bridge is covered by a Construction, and Maintenance Agreement, the State has access to the structure for maintenance purposes as defined in the agreement. If access is required from railroad property beneath the structure, that is typically dealt with by a separate permit or agreement.

Region Utility Engineers should establish good working relationships with roadmasters for railroads in the Region. When a project is under development it is advisable to contact the Roadmaster and go over the work anticipated on, under, or above railroad properties, what method of access is acceptable, and the extent of protective services that the railroad may require. The Region should keep the HQ Railroad Liaison informed on any such discussions.

3-8 Headquarters Railroad Highway Grade Crossings

The intersection of railroad lines with streets and highways at-grade introduces the potential for serious accidents as well as troublesome and costly delays. These problems can be minimized or eliminated through appropriate improvements of grade crossings, including traffic control devices.

Grade crossing projects can be initiated by WSDOT, a railroad company, or the WUTC. Grade crossings are most often selected for improvement through the Federal categorical program (Section 130 Funding). The Section 130 Program is managed by WSDOT Highways & Local Programs.

For coordination of grade crossing work within the limits of a WSDOT project the Region should contact the railroad roadmaster and discuss the proposed work. Contact information for most railroads in Washington is available at http://www.wsdot.wa.gov/Rail/information/railcontacts.cfm. If necessary the Region should meet the roadmaster onsite to discuss the work. It is a good idea to keep the HQ Railroad Liaison informed of these discussions.

Additional information concerning highway-railroad grade crossings is contained in the Design Manual, Chapter 930, "Railroad Grade Crossings."

3-9 Railroad Insurance and Flagging

Railroad insurance and flagging will likely be required in connection with construction of highway projects where any portion of the work is within railroad right of way. The General Special Provision, Relations with the Railroad provides this information. If there are any questions regarding this refer them to the HQ Railroad Liaison.

Railroad flagging is seldom covered under an agreement since it is difficult to accurately estimate the hours that will be required and it is dependent on type of work activity, duration, proximity to rails, and the railroad's discretion. Flagging costs from the railroad, which are not associated with a formal agreement, should be charged to a separate group in Group Category 99 (Vendor Supplied Services and Materials). The group should be set up not to accept labor (Labor N) as the group will only be used when making payments to the railroad for flagging.

3-10 Construction Administrative Responsibility for Railroad-Related Projects

The Region is responsible for all work conducted under a railroad agreement from the date the railroad is authorized to proceed through completion of the work, closing of the agreement, and completion of final audit.

Billings for work completed are mailed to the Region Utilities Engineer. The Region Utilities Engineer arranges for payment directly to the railroad following assurance from the project office that the billing is consistent with work completed.

3-11 Construction Drawings

Anything built for the railroad or on the railroad's property by the State's contractor requires the railroad company's approval. Such approvals may include steel fabrication shop drawings, welding procedures, falsework plans, shoring plans, demolition plans, drainage plans, etc.

3-12 Right of Way

Work by the State on railroad property requires that the State have a property right, which the railroad generally grants by easement or temporary occupancy permit. HQ Real Estate Services is responsible for obtaining property rights from the railroads. The HQ Railroad Liaison assists as needed. WSDOT employees who will be working on railroad right of way will need to comply with safety requirements of the railroad which may include a short training class, steel toed boots, hard hats, and high visibility safety clothing. Specifics differ from one railroad to another.

3-13 Pipe, Pole, or Wire Line Occupancy Permit

These permits are completed by the Region Utility Engineer. In some cases it is possible to convince the railroad there are mutual benefits for the requested installation, in which case there may be no charge for the permit. The Region should keep track of the various permits issued by assigning each one a Region service agreement number.

3-14 Abandoned Railroad Lines

Upon notification that a railroad line has been abandoned (taken out of service), tracks and signals at grade crossings should be removed as soon as possible. Questions regarding status of rail lines and grade crossings should be addressed to the HQ Railroad Liaison.

3-15 Temporary Railroad Crossings

Temporary at-railroad grade crossings are occasionally required as the result of a highway construction project. The Region should submit requests for a temporary crossings to the HQ Railroad Liaison. A vicinity map, an alignment or right-of-way plan and cross section will be required. The HQ Railroad Liaison will assist the Region by negotiating and developing an agreement covering the terms and conditions for construction and use of the temporary crossing.

3-16 Railroad Billings

Billings from the Railroad are received by the Region Utility Engineer or the office assigned to administer the agreement. The Region is responsible for ensuring that the costs billed by the railroad are accurate and in conformance with the agreement. Costs should be clearly identified on a detailed billing. If a billing is inaccurate or incomplete the Region is responsible for sending a response to the railroad detailing the deficiencies.

Chapter 4 Service Agreements

4-1 Service Agreements 4-3

.01 General 4-3

.02 Agreement Number 4-3

.03 Approval Authority 4-3

.04 Distribution of Agreement 4-4

4-1 Service Agreements

A service agreement is entered into whenever the Department requires a utility service (water, power, sewer, etc.). Service agreements may or may not have a cost associated with them.

.01 General

The service agreement consists of an exchange of letters prepared in a legal format, similar to that shown in Example 4-2, with the appropriate plan sheets or sketches attached as exhibits.

It is important that the Region's letter to the utility clearly describes the service required and that the utility's reply responds directly to the Region's letter in terms of the services performed. Information provided to the utility should include the responsible project engineer during construction, the responsible maintenance office once construction is completed, or the transit authority, agency, city, or county, that will assume billing responsibility after project completion. Billing addresses for all appropriate offices or agencies are included in the letter. Provide information to the utility stating which charges are to be sent to which address.

If there is a cost associated with the requested service, the utility's letter of reply must address terms for reimbursement (lump sum or actual cost) and include an itemized estimate of cost to support the reimbursement figure. Lump sum agreements are limited to a maximum of $25,000.

.02 Agreement Number

The Region assigns the agreement number. The number consists of a two-letter prefix followed by five characters that can be either letters or numbers or any combination thereof.

Definitions:

(a) First letter "S" stands for service.

(b) Second letter designates the Region. "A" - Northwest Region, "B" - North Central Region, "C" Olympic Region, "D" Southwest Region, "E" - South Central Region, and "G" - Eastern Region.

(c) The remaining 5 characters, either letters or numbers, are assigned at the Region's option to denote a specific meaning and/or location.

.03 Approval Authority

(a) The Region is authorized to enter into and execute service agreements with an initial cost of $250,000 or less, ($25,000 for lump sum agreements). Service agreements on Interstate and Federal Aid projects, where the Region does not have design approval, are submitted to the Headquarters Utilities Section to obtain FHWA approval. Service agreements, not consistent with the format noted in Section 4-3.01, which contain a cost associated with the requested service, are first sent to the Headquarters Utilities Section for review. The Headquarters Utilities Section will obtain approval as to form by the Attorney General's Office. Upon notification of approval by the Headquarters Utilities Section and approval as to form (if applicable), the Region may execute the agreement.

Facilities provided by the utility under the service agreement inside State right of way, that will be covered by a permit or franchise and are not consistent with the approval authority for permits and franchises as contained in Chapter 1 of this manual, require approval through the Headquarters Utilities Section. These facilities are subject to the same policy requirements for permits and franchises as set forth by law, administrative codes, and the Department.

(b) If the utility's construction costs associated with the service request are over $250,000, the Region initiates the exchange of letters with the utility constituting the service agreement and submits the original and four copies (five copies on Interstate and Federal Aid projects where the Region does not have design approval) to Headquarters for approval.

1. New highway and plant facilities (for example, new service to illumination, signal, water, or sewer, etc. for rest area or park and ride lot). The request is submitted to the Headquarters Utilities Section for approval of the service agreement.
2. Temporary connections and alteration of services to existing facilities (for example, change in service to existing signal, rest area, or maintenance building). The request for approval of the service agreement by the State Maintenance Engineer are submitted directly to the Headquarters Operations and Maintenance Office.

.04 Distribution of Agreement

Distribution of the service agreement following execution:

(a) Original to Region Accounting Section, or other regional section as policy dictates, for retention as the Department Record of Agreement. Headquarters approved service agreements are returned to the Regional Utilities Engineer for distribution following approval.

(b) Duplicate original to the utility (through the Region Utilities Engineer if approved at Headquarters).

(c) One copy to the Headquarters Project Development Office by the Region Utilities Engineer when the service agreement is in conjunction with a project that is or will be reviewed by that office. A copy is sent to the Region Plans Office when the project is one that has Regional design approval.

(d) One copy to FHWA, through the Headquarters Utilities Section, by the approval authority for projects involving federal aid on the Interstate Highway System and Federal Aid projects where the Region does not have design approval.

Chapter 5 United States Government Agencies

5-1 General 5-3

5-2 Forest Service (USFS) 5-3

5-3 Bonneville Power Administration (BPA) 5-4

5-4 Corps of Engineers (Corps) 5-4

5-5 Bureau of Reclamation 5-5

5-1 General

The following are guidelines for dealing with certain U.S. agencies. The types of permits, franchises, and agreements discussed here are associated with the use or occupancy of other agencies' property.

See the *Design Manual* , M22-01, for procedures to acquire the necessary permits and approvals for highway construction projects. These permits are regulatory rather than for right of use or occupancy of property.

Throughout this chapter, Headquarters refers to the Washington State Department of Transportation, Headquarters. Contact and negotiation with U.S. agencies for property rights (easements, right of entry, etc.) are handled through Headquarters's Real Estate Services Office. This contact normally follows a Region's request for such action, along with the Region's submittal of plans, appraisals, and other information necessary for negotiation.

5-2 Forest Service (USFS)

The "Memorandum of Understanding," (M22-50), between the Washington State Department of Transportation and the U.S. Department of Agriculture (Forest Service), relating to highways over National Forest Lands, states in part:

.01 Access Control

a. Access to the interstate highways will only be at established interchanges, except for emergency uses in accordance with the rules and regulations governing the Interstate Highways System.

b. USFS and its permitees can apply for an Access Connection Permit for proposed connections to state highways except on limited access highways.

(1) WSDOT and USFS will determine an access arrangement which will not jeopardize highway safety.

(2) New connections will be at the expense of USFS or its permitees.

(3) Future maintenance of connections will be covered in the Access Connection Permit.

Note: On limited access highways, an access plan revision will be required.

.02 Third Party Occupancy

a. When WSDOT negotiates a permit or franchise with a utility relating to a state highway that crosses the National Forest boundary, WSDOT will not issue a permit for the portion within the jurisdiction of the USFS without written authorization from the USFS. WSDOT may discuss provisions with the utility which appear applicable over USFS land and advise the Forest Service of its recommendations. WSDOT will advise the utility that it must apply to the USFS for a permit for use of the USFS land.

b. WSDOT and USFS will consult before any third party occupancy permits or other encumbrances are acted upon.

5-3 Bonneville Power Administration (BPA)

.01 Crossing of a State highway where BPA does not have property rights, such as an easement across the highway.

a. BPA submits an application for a permit to the appropriate Region Utilities Engineer.

b. A Utility Permit will be issued to BPA in accordance with Chapter 1 of this manual, "U.S. Government Agencies."

.02 State caused relocation of existing BPA facilities, where BPA has a property right, will be by Trust Agreement. The Trust Agreement provides for a Trust account to be established by BPA to fund the preliminary engineering phase (if applicable) and the construction/relocation phase of their work.

a. If the BPA requests reimbursement for engineering costs to prepare the Trust Agreement, the State will prepare an actual cost reimbursable agreement using the standard form Preliminary Engineering Agreement or a nonstandard form agreement. The procedures for the preparation, processing and approval shall be in accordance with Chapter 2 of this manual.

b. BPA will prepare and submit the Trust Agreement, together with a signed invoice voucher, to the Region Utilities Engineer. The Region Utilities Engineer will assign a UT (utility) Agreement Number to the Trust Agreement.

The Region requests the agreement number from the Headquarters Finance and Administration/Accounting Services.

c. The Region Utilities Engineer will arrange for obtaining the authority to perform work and funding authorization.

d. The Region Utilities Engineer will forward the Trust Agreement to the Headquarters Utilities Section for approval and execution.

e. Upon establishment of funding and receipt of the work order authorization, the Region Utilities Engineer **should ensure** that the voucher is prepared for processing.

f. The Region Utilities Engineer returns the executed Trust Agreement and voucher (advance payment-trust fund) to the BPA at the same time. BPA is informed at this time if they can proceed with the work covered by the agreement.

5-4 Corps of Engineers (Corps)

Agreements with the Corps are normally entered into for dam construction and/or inundation of highways. These agreements are negotiated through the Headquarters Utilities Engineer.

Other agreements with the Corps are handled similarly to that outlined in Section 5-3 with the Bonneville Power Administration. Permits for Corps use or occupancy of **State** property are issued in accordance with Chapter 1 of this manual, "U.S. Government Agencies."

5-5 Bureau of Reclamation

.01 Blanket Crossing Agreement, identified as Contract No. 14-06-100-2193 and GC-1020-B was entered into on June 14, 1961, between the United States Department of Interior (Bureau of Reclamation) and the Washington State Department of Transportation. This agreement outlines the responsibilities of each agency when crossing the facilities and/or right of way of the other.

.02 The purpose of the Blanket Agreement is:

a. To outline a procedure for handling plan approvals of construction projects wherein Bureau of Reclamation facilities or right of way are involved.

b. To assure compliance with state policy relative to the use of highway rights of way, in accordance with Chapter 468-34 WAC, "Utilities Accommodation Policy."

c. To ensure reimbursement to the State by the Federal Highway Administration for Federal Aid projects when costs are determined to be an obligation to the State.

d. To ensure proper project and fund programming.

.03 The working procedure for the Blanket Crossing Agreement is separated into the two situations described here:

a. Project initiated by the State.

The Region shall consult with the Bureau of Reclamation (and the local irrigation district, when applicable) whenever it is determined that Bureau of Reclamation facilities or property will be affected by a highway improvement.

This contact can provide for negotiation of a mutually satisfactory solution for the accommodation of Bureau of Reclamation and State facilities.

The Region Utilities Engineer will contact the Headquarters Utilities Section to acquire an agreement task number which will be appended to the original agreement number.

The Region will submit three 279 mm × 431 mm (11 inches × 17 inches) sets of construction plans, including vicinity map, plan, profile, agreement number, and details, and two additional copies of the vicinity map of the proposed crossing to the Bureau of Reclamation for approval in compliance with ARTICLE 9 (see Section 5-5.04). Following approval and signature by the Bureau of Reclamation, two signed vicinity maps will be returned to the Region. The Region will send one complete set of plans, including signed vicinity map, to the Headquarters Utilities Engineer for copying and distribution to the appropriate Headquarters offices.

Upon completion of a project involving the Bureau of Reclamation, the Region Construction Engineer will sign four copies of "as built" construction plans. The Region Utilities Engineer will transmit the four copies to the Bureau of Reclamation for their approval in compliance with ARTICLE 16 (see Section 5-5.05). Approval by the Bureau of Reclamation will consist of

affixing the appropriate signature and returning two copies to the **State.** One fully executed copy will be retained by the Region and one copy will be sent to the Headquarters Utilities Section by the Region.

b. Project initiated by the Bureau of Reclamation.

The Bureau of Reclamation will submit reproducible plans to the Region Utilities Engineer. The Region will submit the reproducibles, along with their recommendations for approval, to the Headquarters Utilities Section for review and approval. Following execution (ARTICLE 9 approval) of the plans, two copies will be sent to the Region Utilities Engineer, who will transmit one copy to the Bureau of Reclamation.

Upon completion of the project, the Bureau of Reclamation will submit three copies of "as built" plans to the Headquarters Utilities Section through the Region Utilities Engineer for signature by the State Design Engineer, in accordance with ARTICLE 16 of the Blanket Crossing Agreement. Following execution, two signed copies will be sent to the Region Utilities Engineer, who will transmit one copy to the Bureau of Reclamation.

.04 ARTICLE 9 Approval Form.

Approval of an item in accordance with ARTICLE 9 of the Blanket Crossing Agreement will consist of affixing the appropriate signature to all copies of the construction plans in a form similar to the following:

BLANKET CROSSING AGREEMENT

ARTICLE 9 Approval

BY_____

Title_____

Date_____

.05 ARTICLE 16 Approval Form.

Approval of an item in accordance with ARTICLE 16 of the Blanket Crossing Agreement will consist of affixing the appropriate signature to all copies of the "as built" construction plans in a form similar to the following:

ARTICLE 9 Approval

BY_____

Title_____

Date_____

BLANKET CROSSING AGREEMENT

Division of ownership and maintenance under Article 9 for _____ crossings of facilities circled on map. Key numbers refer to crossings approved by _____ under ARTICLE 9 of the Crossing Agreement.

The following notes should also be affixed to all copies of the "as built" construction plans. Use a form similar to the following:

United States Ownership and Maintenance

UNITED STATES OWNERSHIP AND MAINTENANCE
All pipe in pipelines or culvert crossings, transitions, control and delivery structures and/or protection that may be a part of the inlet or outlet of a culvert or pipeline, and all other protection, and all waterways installed for the benefit of the United States, including the continuation of such features through WSDOT rights of way. UNITED STATES OF AMERICA By _____

State of Washington Ownership and Maintenance

STATE OF WASHINGTON OWNERSHIP AND MAINTENANCE
*All (bridges, including footings, piers, abutments, approach fills), road surfacing, road right-of-way, and all embankments, ballast, and fills supporting a road. STATE OF WASHINGTON, Department of Transportation By _____ State Design Engineer ***Note:*** *Use text in parenthesis for bridge projects

This chapter is currently vacant.

Vacant

Appendix 1 Vacant

This chapter is currently vacant.

Appendix 2 Vacant

This chapter is currently vacant.

Appendix 3 Vacant

This chapter is currently vacant..

Appendix 4 Utility Relocation and Accommodation

This appendix has been replaced with the "Program Guide: Utility Relocation and Accommodation on Federal-Aid Highway Projects" Sixth Edition- January 2003.

Please see the link below for it's entirety.

http://www.fhwa.dot.gov/reports/utilguid/

Appendix 5 Control Zone Guidelines — Utilities

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Purpose 5-3

Rules 5-3

II. Control Zone Guidelines — Utilities 5-3

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Purpose 5-3

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Control Zone Distance Table 5-8

Recovery Area 5-9

Control Zone for Ditch Sections 5-10

Supplemental Information 5-11

Utility Design Considerations 5-11

Guidelines for Embankment Barrier 5-14

I. Introduction

A. Purpose

To provide guidance pertaining to procedures to be used to process requests for utility occupancy of Washington State Department of Transportation (WSDOT) rights of way.

II. Rules

A. Utility facilities are to be accommodated in accordance with the guidelines in Part III, below.

B. It is not WSDOT's intent to force utilities off the rights of way, therefore, it is critical for Headquarters and Regions to work cooperatively with the utilities in implementing these guidelines. It will be necessary for the districts to help the utilities understand WSDOT terminology, traffic data, and sideslope calculations.

C. It will be necessary for the Regions to work closely with the utilities in the following ways:

1. Assisting the utilities in determining how their new construction or reconstruction facility can be outside the control zone, covered by a variance or designated as Location III Objects.
2. Assisting the utilities on highway projects to ensure they are not adjusting their facility beyond the scope of the highway work.
3. Assisting the utilities with franchise renewals or consolidations and ensuring that they are adjusting or protecting those facilities where corrective action is necessary.

II. Control Zone Guidelines — Utilities

Introduction

It has been recognized that it is in the public interest for utility facilities to jointly use the right of way of public roads and streets when such use and occupancy does not interfere with the primary purpose of the highway. As a result, the highways right of way can be used to transmit and distribute utility services for the benefit of the public as well as to serve conventional highway needs.

WSDOT is charged with overall supervision and administration of the state's highway system. This includes planning, operation, design, construction, economics, safety, and accommodation of utility facilities on state public highway right of way. Guidelines which govern where utilities may be placed within the public right of way must be developed.

These guidelines will be reviewed with the utility periodically for workability and updated as the need arises.

Purpose

It is WSDOT's policy to accommodate utilities within the highway right of way when such use of the right of way is consistent with the provisions of federal, state, or local laws or regulations. These guidelines are developed to provide direction as to when and how utilities may use WSDOT's public highway right of way. It is not

the intention of these guidelines to force utilities to relocate outside the state highway right of way. Safety improvements accomplished as a result of these guidelines will help maintain highway safety in the future.

Utility services are in the public's interest and every effort should be made to accommodate utilities, as cost-effectively as possible, while maintaining public safety.

These guidelines are in accordance with the American Association of State Highway and Transportation Officials (AASHTO), National Research Council, the Federal Highway Administration (FHWA), and WSDOT philosophies.

Definitions

Alternate Countermeasures

Alternatives to the relocation of non traversable utility objects to outside the Control Zone, including:

- Putting utility lines underground.
- Increasing the lateral offset of utility objects from the edge of the traveled way.
- Locating to an inaccessible area, such as toward the top or on top of cut slopes.
- Reducing the number of utility objects through joint use, increased span lengths and/or placing utility objects on only one side of the road.
- Installing protective devices, such as berms, guardrail, traffic barriers or impact attenuators.
- Using a breakaway design.

Auxiliary Lane

An auxiliary lane is that portion of the roadway adjoining the traveled way for parking, speed change, turning, storage for turning, weaving, truck climbing, or for other purposes supplementary to the traveled way.

Control Zone

That roadside area as defined by the "Control Zone Distance Table" within the highway right of way in which placement of utility objects is controlled.

Cost-Effectiveness Selection Procedure

A rational methodology developed by AASHTO for comparing roadside improvement alternatives. AASHTO's methodology, published as Appendix A to its 2002 Roadside Design Guide, can be used manually or through a computer program that is available. It allows its user to predict the total costs associated with specific traffic and roadway conditions and to select the most appropriate alternative. See Attachment A

Location I Objects

Utility objects located within the Control Zone in the following areas are normally considered Location I Objects unless classified as a Location III Object:

- Outside of horizontal curves where advisory signed speeds for the curve are 15 or more MPH below the posted speed limit of that section of highway. The Control Zone distance is established using the posted speed limit of the highway, not the advisory speed limit.
- Within the turn radius area of public grade intersections. See item 2, "Supplemental Information Utility Design Consideration."
- Where a barrier, embankment, rock outcropping, ditch or other roadside feature is likely to direct a vehicle into a utility object.

- Closer than five feet horizontal beyond the edge of the usable shoulder.

Location II Objects

All utility objects located within the Control Zone that are not classified as Location I or Location III Objects.

Location III Objects

Utility objects located outside the Control Zone, objects within the Control Zone that are mitigated by an Alternate Countermeasure, or Location II objects that have been classified as Location III Objects using the Cost Effectiveness Selection Procedure. See Attachment A.

Slope: Back

The slope extending from the bottom of a ditch away from the highway.

Slope: Fore

The slope extending from the highway shoulder into the ditch.

Traveled Way

That portion of the roadway intended for the movement of vehicles, exclusive of shoulders, auxiliary lanes, and detour routes.

Usable Shoulder

That portion of the roadway extending beyond the edge of the traveled way, or auxiliary lanes when provided, that can be used when a driver makes an emergency or parking stop. The usable shoulder is the average width being used as a shoulder along a section of highway, exclusive of intermittent widened areas but not to exceed ten feet in width.

Utility Object

Utility objects are defined for the purpose of these guidelines as utility facilities that exist above ground and are located within state highway right of way.

Utility Reconstruction

Where more than 25 percent of the poles or towers within any mile are replaced. Does not include periodic pole or tower replacement.

Application

Under the Control Zone Guidelines, all new utility objects will be constructed outside the Control Zone unless they are covered by a variance (discussed below) or are Location III Objects. In addition, utilities will be responsible for the systematic treatment of existing utility objects that are located in the Control Zone. Each utility will be required to relocate or mitigate a certain number of existing objects each year by addressing existing objects during WSDOT highway projects, Utility Reconstruction, and through a program of systematic studies of its objects.

1. Utility Reconstruction

   During Utility Reconstruction the utility will relocate all utility objects to outside the Control Zone unless they are classified as Location III Objects or a variance is granted.

2. State Highway Improvement Projects

   During the planning phase of state highway improvement projects, WSDOT will inform the utility that they may have to or must adjust utility objects that, either prior to or as the result of the project, are located in the Control Zone.

a. For projects where the state does not address safety items, Any individual Location I Objects which demonstrate a need for adjustment will be adjusted before or during the project.

b. For projects where the state addresses safety item(s), the utility shall adjust Location I Objects and may be required to adjust Location II Objects to qualify as Location III Objects. Objects requiring relocation to Location III Objects in order for the project to be completed (e.g., because the highway is to be widened), should be adjusted before or during the project.

   If it is determined, through an engineering analysis, that a Location I Object cannot be moved to Location III or mitigated, a variance may be granted.

Through an engineering analysis and the "Cost Effective Selection Procedure" it will be determined whether a Location II Object will be moved to Location III, or mitigated or reclassified.

WSDOT will notify the utilities of upcoming highway improvement projects as early as possible. As the project is planned, the utility will be advised of the tentative scheduled project advertising date and of those utility objects requiring relocation. When available, a copy of the Roadside Clear Zone Inventory sheet will be provided.

Variance

WSDOT recognizes that conditions may arise which make it impractical to comply with the maximum Control Zone. Variances from such compliance may be allowed when justified by suitable utility engineering studies considering traffic safety.

Examples of conditions rendering compliance impractical include:

- WSDOT right of way that is not adequate to accommodate utility objects outside the Control Zone; and
- Segments of utility facilities that, due to terrain or other features, do not warrant being located in full compliance with the maximum Control Zone. In these situations, a variance, if adequately supported, may be granted by WSDOT to allow utility objects to remain or to be installed within the Control Zone.

Any variance request must include, as a minimum, the following support data:

- Reason object should not be located as Location III.
- Evidence that installation in an alternate location outside the Control Zone or right of way is extremely difficult because of installation problems and/ or is unreasonably costly (show detailed cost comparison). Describe alternatives that were considered.
- Pictures and typical cross sections. Cross-sections to include location of proposed and existing utility objects with reference to the edge of the traveled way.
- Address use of the Alternate Countermeasures.

Criteria

The Control Zone distance varies according to the posted speed, traffic volumes, and side slopes of the highway. This Control Zone distance is measured in feet normal to the highway, beginning at the edge of the traveled way and extending outward perpendicular to the traveled way.

The Control Zone distance can be determined using the Control Zone Distance Table and the following criteria:

1. Cut Sections with no ditch and fill sections.

   The Control Zone distance is read directly from the table based on posted speed, average daily traffic (ADT), and slope. The "Recovery Area" formula, in lieu of the table, is used ONLY when the fill section slope is 3:1 or steeper. If the fill height is also greater than 10 feet, consult the Guidelines for Embankment Barrier Chart. If embankment barrier is not recommended, the Control Zone is the Shoulder Width plus the Horizontal Distance.

2. Ditch Sections with fore slopes 4:1 or flatter.

   The Control Zone distance is the greater of:

   a. The Control Zone distance for a 10:1 cut section based on speed and ADT, or

   b. Five feet horizontal beyond the beginning of the back slope.

3. Ditch Sections with fore slopes 3:1 or steeper, and back slopes steeper than 3:1.

   The Control Zone distance is established at 10 feet horizontal beyond the beginning of the back slope.

4. Ditch sections with fore slopes 3:1 or steeper, and back slopes not steeper than 3:1. The Control Zone distance is the distance established using the recovery area formula.

5. Auxiliary Lanes.

   The Control Zone is either the distance from the traveled way obtained from the table based on posted speed, ADT, and slope, or ten feet from the edge of the auxiliary lane, whichever is furthest. Where curb exists, the Control Zone is two feet beyond the face of curb for speed zones of 35 mph or less.

Control Zone Distances for State Highways Outside Incorporated Cities**
(In feet from edge of traveled way***)

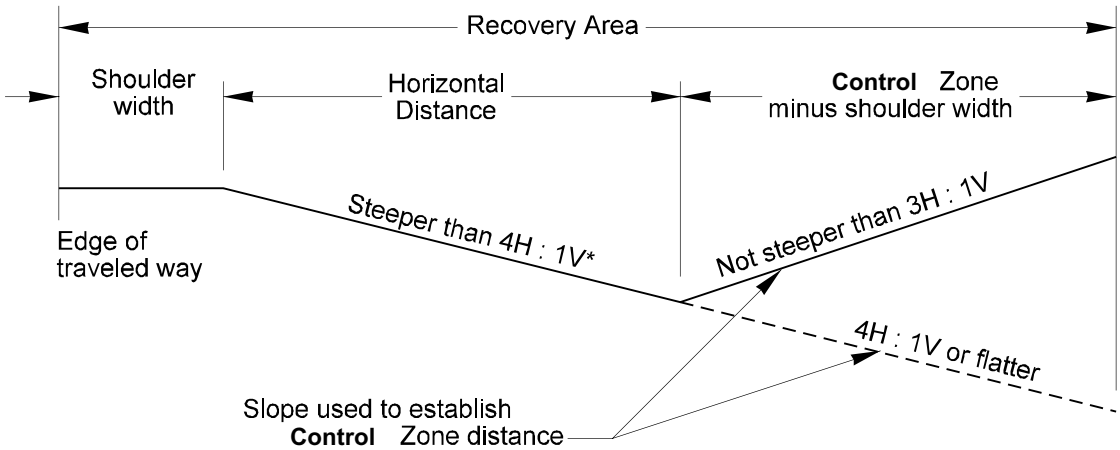
Posted Speed mph	Average Daily Traffic	Cut Section (Back Slope) (H:V)						Fill Section (H:V)					
		3:1	4:1	5:1	6:1	8:1	10:1	3:1	4:1	5:1	6:1	8:1	10:1
35 or Less		The Control Zone-distance is 10 feet											
40	Under 250	10	10	10	10	10	10	*	13	12	11	11	10
	251-800	11	11	11	11	11	11	*	14	14	13	12	11
	801-2000	12	12	12	12	12	12	*	16	15	14	13	12
	2001-6000	14	14	14	14	14	14	*	17	17	16	15	14
	Over 6000	15	15	15	15	15	15	*	19	18	17	16	15
45	Under 250	11	11	11	11	11	11	*	16	14	13	12	11
	251-800	12	12	13	13	13	13	*	18	16	14	14	13
	801-2000	13	13	14	14	14	14	*	20	17	16	15	14
	2001-6000	15	15	16	16	16	16	*	22	19	17	17	16
	Over 6000	16	16	17	17	17	17	*	24	21	19	18	17
50	Under 250	11	12	13	13	13	13	*	19	16	15	13	13
	251-800	13	14	14	15	15	15	*	22	18	17	15	15
	801-2000	14	15	16	17	17	17	*	24	20	18	17	17
	2001-6000	16	17	17	18	18	18	*	27	22	20	18	18
	Over 6000	17	18	19	20	20	20	*	29	24	22	20	20
55	Under 250	12	14	15	16	16	17	*	25	21	19	17	17
	251-800	14	16	17	18	18	19	*	28	23	21	20	19
	801-2000	15	17	19	20	20	21	*	31	26	23	22	21
	2001-6000	17	19	21	22	22	23	*	34	29	26	24	23
	Over 6000	18	21	23	24	24	25	*	37	31	28	26	25
60	Under 250	13	16	17	18	19	19	*	30	25	23	21	20
	251-800	15	18	20	20	21	22	*	34	28	26	23	23
	801-2000	17	20	22	22	23	24	*	37	31	28	26	25
	2001-6000	18	22	24	25	26	27	*	41	34	31	29	28
	Over 6000	20	24	26	27	28	29	*	45	37	34	31	30
65	Under 250	15	18	19	20	21	21	*	33	27	25	23	22
	251-800	17	20	22	22	24	24	*	38	31	29	26	25
	801-2000	19	22	24	25	26	27	*	41	34	31	29	28
	2001-6000	20	25	27	27	29	30	*	46	37	35	32	31
	Over 6000	22	27	29	30	31	32	*	50	41	38	34	33
70	Under 250	16	19	21	21	23	23	*	36	29	27	25	24
	251-800	18	22	23	24	26	26	*	41	33	31	28	27
	801-2000	20	24	26	27	28	29	*	45	37	34	31	30
	2001-6000	22	27	29	29	31	32	*	50	40	38	34	33
	Over 6000	24	29	31	32	34	35	*	54	44	41	37	36

* When the fill section slope is steeper than 4H:1V but not steeper than 3H:1V, the Control Zone distance is modified by the recovery area formula and is referred to as the recovery area. The basic philosophy behind the recovery area formula is that a vehicle can traverse these slopes but cannot recover (control steering) and, therefore, the horizontal distance of these slopes is added to the Control Zone distance to form the recovery area.

** This figure also applies to limited access state highways in cities and median areas on managed access state highways in cities. See Design Manual 700.04 for guidance on managed access state highways within incorporated cities.

*** traveled way The portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning.

Control Zone Distance Table



This diagram is intended to clarify the use of Recovery Area formula.

*Recovery area normally applies to slopes steeper than 4H:1V but no steeper than 3H:1V. For steeper slopes, the recovery area formula may be used as a guide if the embankment height is 10 ft or less.

Formula:

Recovery area = (shoulder width) + (horizontal distance)
+ (Control Zone distance - shoulder width)

Example:

Fill section (slope 3H:1V or steeper)

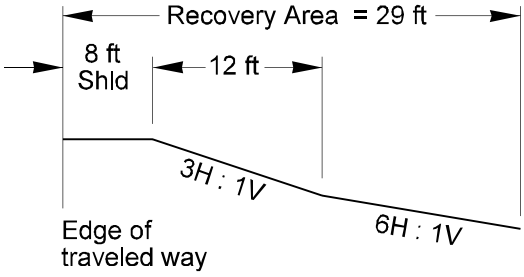
Conditions: Speed - 45 mph

Traffic - 3000 ADT

Slope - 3H:1V

Criteria: Slope 3H:1V - use

Recovery area formula



Recovery area = (shoulder width) + (horizontal distance)
+ (Control Zone distance - shoulder width)

= 8 + 12 + (17 - 8)

= 29 ft

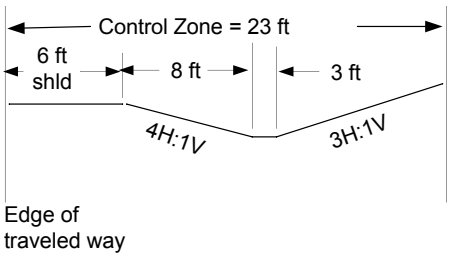
Recovery Area

Cut section with ditch (foreslope 4H:1V or flatter)

Conditions: Speed - 55 mph

Traffic - 4200 ADT

Slope - 4H:1V



Criteria: Greater of

(1) Control Zone for 10H:1V Cut Section, 23 ft

(2) 5 ft horizontal beyond beginning of back slope, 22 ft

Control Zone = 23 ft

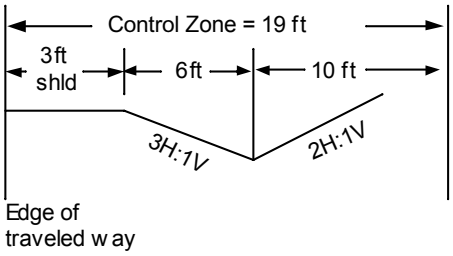
Case 1

Cut section with ditch (foreslope 3H:1V or steeper and back slope steeper than 3H:1V)

Conditions: NA

Criteria: 10 ft horizontal beyond beginning of back slope

Control Zone = 19 ft



Case 2

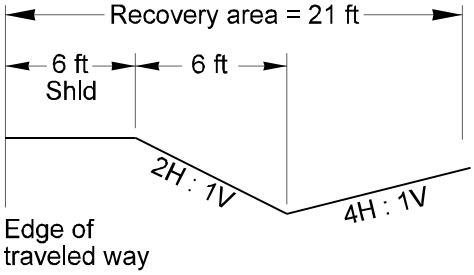
Cut section with ditch (foreslope 3H:1V or steeper and back slope not steeper than 3H:1V)

Conditions: Speed - 45 mph

Traffic - 3000 ADT

Foreslope - 2H:1V

Back slope 4H:1V



Criteria: Use recovery area formula

Recovery Area = (shoulder width) + (horizontal distance) + (Control Zone distance - shoulder width)

= 6 + 6 + (15 - 6)

= 21 ft

Case 3

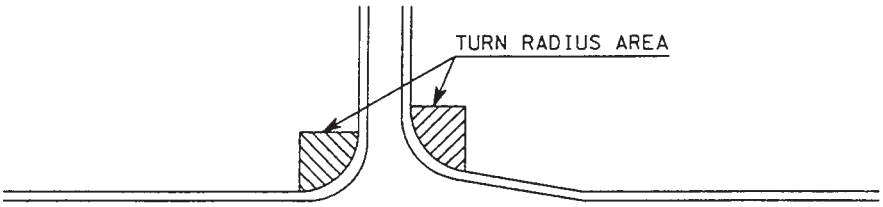
Control Zone for Ditch Sections

Supplemental Information

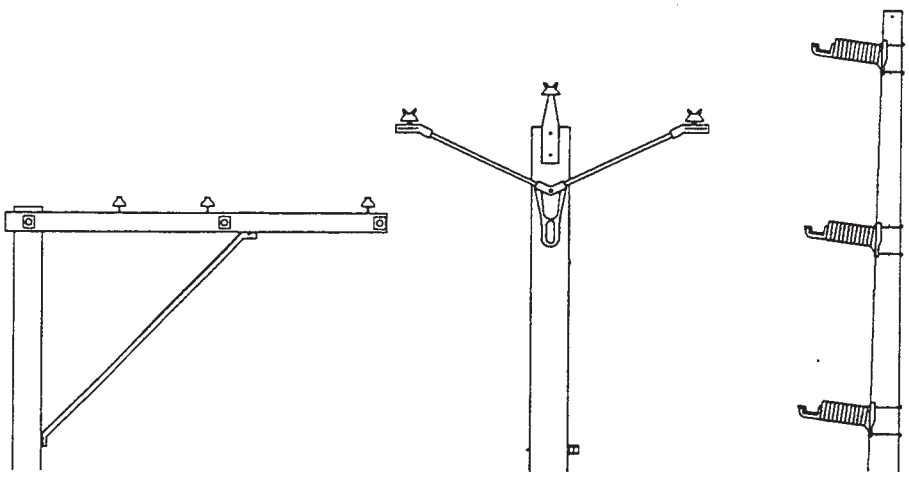
Utility Design Considerations

The following items are provided as a guide to the Utility Industry for consideration during design and maintenance of their facilities:

1. Horizontal Curves. If it is not necessary, do not place utility objects on the outside of horizontal curves.
2. Public Grade Intersections. If possible, design the facility to place utility objects outside the turn radius area of Public Grade Intersections, if this is not possible the facility should be placed outside of the control zone.



3. Placement of Utility Objects behind Guardrail. Allow a minimum of 3.5 feet from face of guardrail to face of utility object. This allows the guardrail to function properly if struck (acts as a tension ribbon).
4. Service Poles. Place service poles on owners property, not state right of way Consideration should be given to placing the service pole as far as practical from the highway right of way--at least outside the control zone.
5. Pole Design. Where control zone requirements within the highway right of way are tight, consideration should be given to alternate pole designs. The purpose of the alternate designs is to allow construction at/or close to the right of way line.

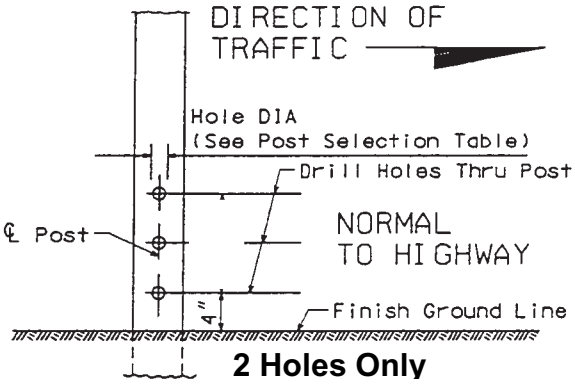


6. Guy Poles/Wires. Guy poles and/or wires are not to be installed between the pole line and highway lanes unless the guy pole/wire is outside the control zone. Consideration should be given to utilizing breakaway designs on guy poles within control zones.
7. Utility Location Markers. Markers used to identify or protect utility facilities, such as a telephone pedestal, may not be larger than a 4 X 4 wood post unless drilled to accommodate breakaway. Solid markers, such as concrete, may not be used. Telephone pedestals that meet the breakaway criteria are acceptable to be placed within the control zone.

ne.

POST SIZE	NO. OF POSTS	HOLE DIA
	4 x 4	—
	4 x 6	**1 1/2"**
	6 x 6	**2"**
	6 x 8	**3"**

See Standard Plan G-4a- Timber Sign Support



POST DETAIL
Typical for 4" x 6" to 6" x 8" Posts

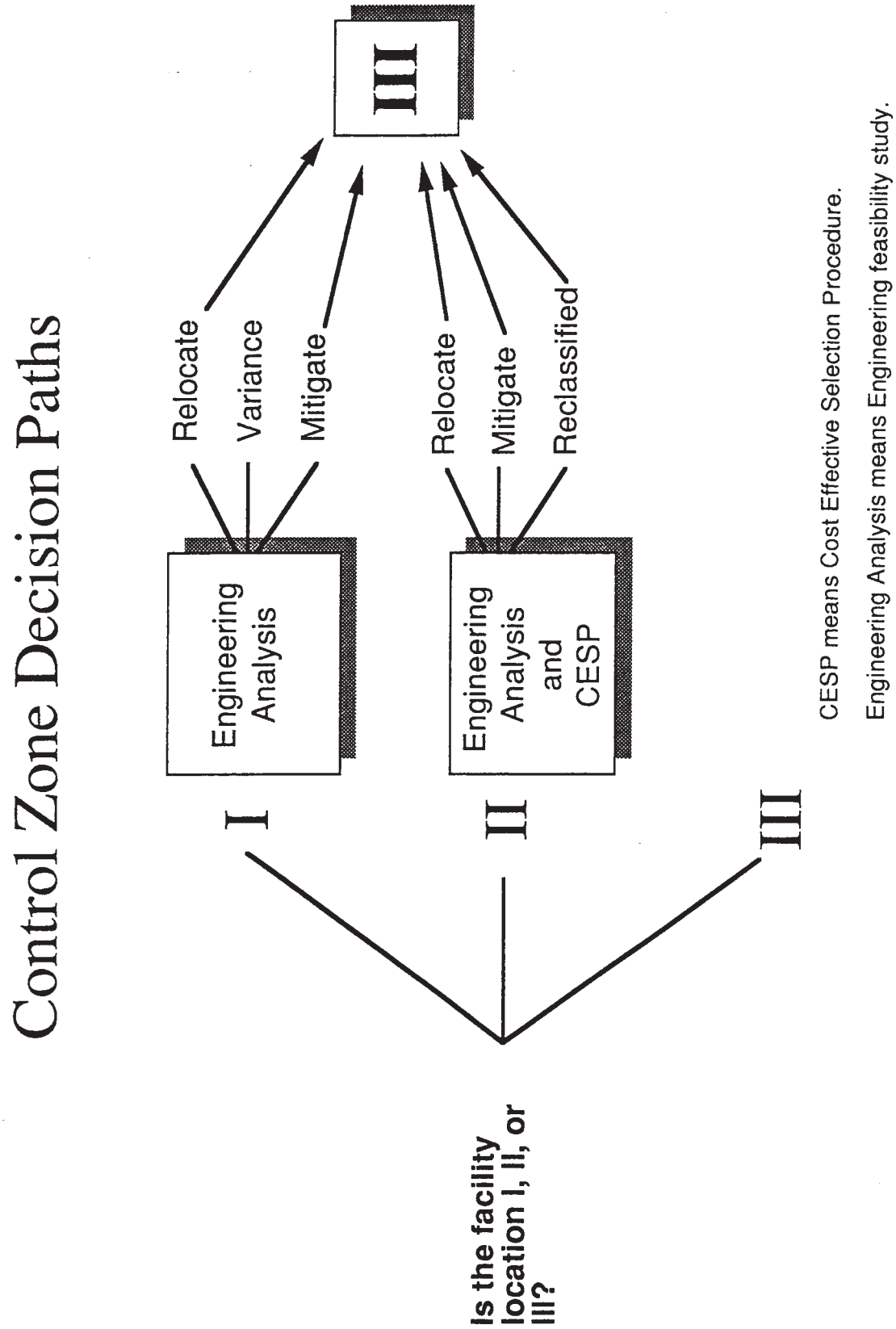
Note: Posts that are larger than 6" X 8" require barrier protection when located within the Control Zone.

8. Cutting/Trimming Trees and Brush.

   Mutual benefits can be achieved through clearing trees and brush to the state's right of way line:

   a. Allows installation of the utility facility at/or close to the right of way line.
   b. Provides better access to the utility for construction and maintenance of their facility.
   c. Improves safety. Removes trees, which in themselves may be a hazard, and also opens up the roadway to increased sunlight.

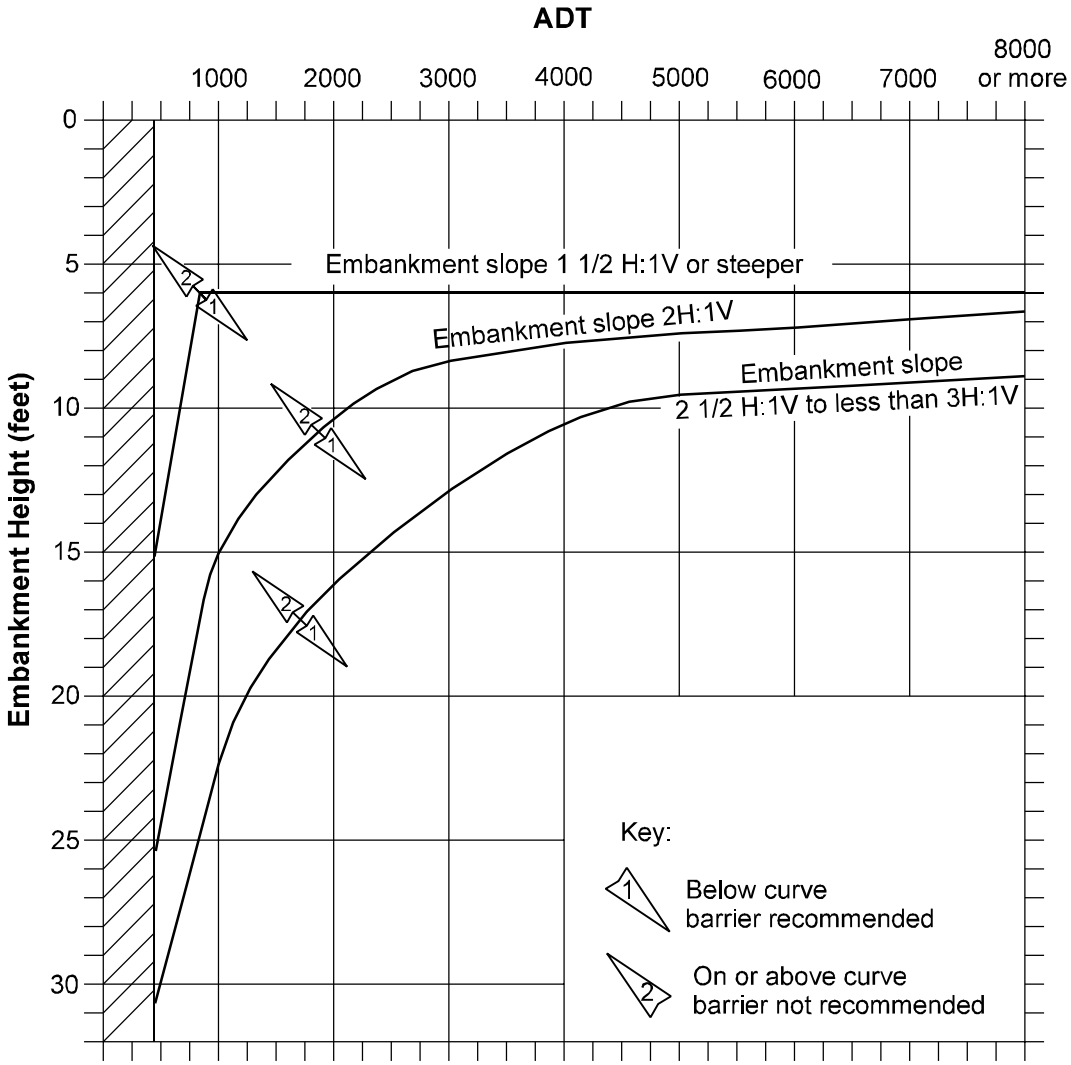
   For aesthetics and other reasons listed above, it is often preferred that the trees be removed flush with the ground rather than topped or trimmed. Prior to cutting or trimming trees and brush the utility should coordinate and receive approval from the appropriate District Utilities Engineer.


Control Zone Decision Paths
Is the facility location I, II, or III?
I
II
III
Engineering Analysis
Relocate
Variance
Mitigate
Engineering Analysis and CESP
Relocate
Mitigate
Reclassified
III
CESP means Cost Effective Selection Procedure.
Engineering Analysis means Engineering feasibility study.

Attachment A

Process to Determine if A Location 2 Object is Cost Effective to Relocate

1. In a fill area check the chart below, if guard rail is warranted the object may be considered not cost effective to relocate.



Note: Routes with ADTs under 400 may be evaluated on a case by case basis.

Guidelines for Embankment Barrier

2. Complete the Cost-Effective Selection Procedure for objects not in an area recommended for guardrail using the AASHTO formula. The lateral placement form the traveled way to the objects (for both the existing object and the relocated object) should be adjusted as follows for the side slopes.

Cut Slope				**Fill Slope**		
3:1	4:1	5:1	Flat	5:1	4:1	3:1
1.5	1.2	1.1	1.0	0.8	0.7	0

Adjusted lateral distance = (lateral distance – shoulder width) x the slope factor + shoulder width.

(Each slope between the shoulder and the existing object or relocated object should be adjusted by its factor.)

Variables for the Cost Effective Selection Procedure:

The following AASHTO cost factors will be used in the CESP formula until notified by WSDOT.

1. Fatality cost $1,000,000
2. Severe injury cost $200,000
3. Moderate injury cost $12,500
4. Slight injury cost $3,750
5. PDO level 2 cost $3,125
6. PDO level 1 cost $625

Traffic Growth Rate: Use 5% unless otherwise indicated by WSDOT.

Severity Index: 3.6 for 40 mph, 4.2 for 50 mph, 5.0 for 60 mph, and 6.0 for 70 mph.

Project Life: Life of the existing or new pole.

Discount Rate: The rate shall be equal to the weighted rate average cost of capital for each utility.

Cost of Installation: Determined by the utility for the installation being evaluated.

Cost of Repair: Determined by the utility for the installation being evaluated.

Maintenance Cost per Year: Determined by the utility for the installation being evaluated.

Salvage Value: Determined by the utility for the installation being evaluated.

The initial encroachment for frequencies should be as follows:

Highway Type	**Initial Encroachment Frequency (encroachment/mile/year)**
Rural Interstate	0.0009 ADT
Rural Multilane Divided Highway	0.00059 ADT
Wide Rural Two-Lane Highway (Roadbed ≥ 36 ft.)	0.000742 ADT
Narrow Rural Two-Lane Highway (Roadbed < 36 ft.)	0.00121 ADT
Urban Interstate	0.0009 ADT
Urban Multilane Divided Highway	0.0009 ADT
Urban Street	0.00133 ADT

Appendix 6 A Plan for Implementation of the Control Zone Guidelines

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Control Zone 6-3

Mitigated Object 6-3

Location I Objects 6-3

Location II Objects 6-3

Location III Objects 6-3

Alternative Measures 6-3

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Case 1 — New Utility Facility Construction 6-4

Case 2 — Existing Utility Reconstruction 6-5

Case 3 — Utility Relocation Required by WSDOT Improvement Projects 6-5

Responsibilities 6-6

Guide for Completing The Utility Object Relocation Record 6-6

Request for Variance Utility Above-Ground Location I Objects 6-7

Request for Reclassification Utility Above-Ground Location II Objects 6-10

The 5\15 Rule 6-11

Appendix 6 A Plan for Implementation of the Control Zone Guidelines

Goal

To provide a roadway safe from above ground utility objects.

Terms

Control Zone

A calculated distance within the highway right of way in which utility object placement is controlled.

Mitigated Object

An above ground utility object within the control zone which is located in an inaccessible area, located behind a protective device or utilizes breakaway design.

The location and design of mitigation must be acceptable to and approved by WSDOT.

Location I Objects

Unmitigated objects within the control zone located in one of the following areas:

- Outside horizontal curves where advisory speed is 15 mph or more below the posted speed limit.
- Within the turn radius area of public grade I/S.
- Where a barrier, embankment, rock outcropping, ditch, or other roadside feature is likely to direct a vehicle into a utility object.
- Closer than 5 foot beyond the edge of useable shoulder.

Location II Objects

Unmitigated objects located within the control zone which do not meet Location I criteria.

Location III Objects

Objects located outside the control zone, mitigated objects located within the control zone, or Location II objects reclassified to Location III using the "Cost Effective Selection Procedure."

Alternative Measures

Measures used to protect, reduce or eliminate objects which are located within the control zone.

- Locating on private easement outside the highway right of way.
- Putting utility lines underground.
- Reducing the number of utility objects through joint use, increased span lengths and/or placing utility objects on only one side of the roadway.
- Increasing lateral offset distance.
- Mitigating individual objects by locating to an inaccessible area, installing protective devices or using breakaway design.

Control Zone Distance

See "Criteria" on page 8 of the Control Zone Guidelines. See also Appendix 7.

Cost Effective Selection Procedure

See "Attachment A" of the Control Zone Guidelines.

See also "Request for Reclassification" on page 20.

Engineering Analysis

See "Variance" on page 7 of the Control Zone Guidelines.

See also "Request for Variance" on page 18.

Control Zone Objectives

1. Locate all utility objects outside the control zone.
2. If compliance with Objective 1 is not possible, correct the object with the use of an alternative measure.
3. If compliance with Objective 1 and Objective 2 is not possible, individual Location I objects may be granted a variance from policy if justified by a utility provided engineering analysis.
4. If compliance with Objective 1 and Objective 2 is not possible, individual Location II objects may be reclassified to Location III objects if justified by a utility provided engineering analysis and application of the "Cost-Effective Selection Procedure."

Project Application

WSDOT addresses highway safety improvements in 3 basic categories. Sometimes projects are combined so it is possible that some project may include elements from one or more categories contained within them.

- Preservation projects where WSDOT addresses only Basic or Spot Safety improvements as defined by our design policies. These projects are typically paving projects.
- Improvement projects where WSDOT specifically addresses specific safety concerns beyond that which would be covered in a Preservation project . These projects may include new signals, turn lanes, roadway widening, etc.
- New construction projects where all Design and Safety elements are constructed to the highest possible standards. These projects may include new or reconstructed interchanges, new highways or additional lanes on existing highways.

Case 1 — New Utility Facility Construction

A. The Utility constructs a new line or extends an existing line within highway right of way.

B. New utility objects will comply with Objectives 1 or 2.

C. No consideration of Objectives 3 or 4 will be given until all alternative measures have been investigated and determined not feasible.

D. The Utility will submit to WSDOT the following data if applicable:
   - Franchise/Franchise amendment/Permit applications.
   - Mitigation requests including plans.
   - Variance requests with engineering analysis.

- Requests for reclassifications together with "Cost-Effective Selection procedure" data and engineering analysis. And a completed copy of the Utility Object Relocation Record listing new utility objects.

Case 2 — Existing Utility Reconstruction

A. The Utility replaces 50 percent or more of the existing poles or towers within any mile. Periodic pole or tower replacement is not included.

B. Utility objects will comply with Objectives 1 or 2.

C. No consideration of Objectives 3 or 4 will be given until all alternative measures have been investigated and determined not feasible.

D. The Utility will submit to WSDOT the following data if applicable:

- Franchise amendment/Permit applications.
- Mitigation requests including plans.
- Variance requests with engineering analysis.
- Requests for reclassifications together with "Cost-Effective Selection procedure" data and engineering analysis.

And a copy of the Utility Object Relocation Record.

Case 3 — Utility Relocation Required by WSDOT Improvement Projects

A. Conditions: WSDOT may address individual safety items.

1. WSDOT will conduct an accident analysis to determine spot safety improvement needs.
2. Any individual Location I or Location II objects which demonstrate a need for adjustment will be adjusted to comply with Objectives 1 or 2 in conjunction with the project.
3. No consideration of Objectives 3 or 4 will be given until all alternative measures have been investigated and determined not feasible.
4. At the time the project preliminary estimate is prepared, WSDOT will notify the Utility of the project and request the Utility to commit to a course of action. (See page 10.)
5. The Utility will submit to WSDOT the following data if applicable:
   - Franchise/Franchise amendment/Permit applications.
   - Mitigation requests including plans.
   - Variance requests with engineering analysis.
   - Requests for reclassifications together with "Cost-Effective Selection procedure" data and engineering analysis.

   And a copy of the Utility Object Relocation Record.

B. Conditions: WSDOT addresses safety items.

1. The Utility will adjust all Location I objects to comply with Objectives 1 or 2. Location II objects will be adjusted to the same extent as other safety work is completed on the project.
2. No consideration of Objectives 3 or 4 will be given until all alternative measures have been investigated and determined not feasible.

3. At the time the project preliminary estimate is approved, WSDOT will notify the Utility of the project scope and the Location I object and Location II object responsibility. (See pages 11 and 12.)
4. When the project Design Summary is completed, WSDOT will request the Utility to adjust all Location I objects and selected Location II objects. (See page 15.)
5. The Utility will submit to WSDOT the following data if applicable:
   - Franchise amendment/permit applications.
   - Mitigation requests including plans.
   - Variance requests with engineering analysis.
   - Requests for reclassifications together with "Cost-Effective Selection procedure" data and engineering analysis.

And a copy of the Utility Object Relocation Record.

Responsibilities

Systematic Mitigation	
Systematic Mitigation	Utility
Location I Variance/Mitigation Documentation	Utility and WSDOT (Region)
Location I Variance/Mitigation Approval	WSDOT (HQ)
Location II Reclass./Mitigation Documentation	Utility and WSDOT (Region)
Location II Reclass./Mitigation Approval	WSDOT (HQ)
Location II Reclass./Approval — The 5-15 Rule	WSDOT (Region)
Engineering Studies	Utility and WSDOT (Region)
Cost Effectiveness Selection Procedure	Utility and WSDOT (Region)
WSDOT Project Notification	WSDOT (Region)
WSDOT Project Control Zone Compliance Letters	WSDOT (Region)

Guide for Completing The Utility Object Relocation Record

A completed Utility Object Relocation Record Form must accompany any utility submittals to WSDOT for CASE 2 — Existing Utility Reconstruction projects, CASE 3 — Utility Relocation required by DOT Projects, or CASE 4 — Utility AMT Construction projects. The following data is required:

Form Headings

Enter the identification information on the top left side of the form.

Enter the applicable project application CASE information on the top center of the form.

Existing Object

To identify the utility object, enter the Mile Post; the pole or object number; left or right of highway centerline; the type of object; and whether it is owned, jointly owned, or leased.

Roadway Data

Enter the data required to calculate the Control Zone distances and the right of way width from centerline. ADT's can be obtained from the District Utilities Office.

Field Measurements

Enter the slope and distance measurements required to calculate the Control Zone distances. (See the Control Zone Distance Calculation Instructions.)

Control Zone Calculations

- From the Control Zone Distance Calculation Instructions, enter the Condition number which was used to calculate the Control Zone distance.
- Enter the calculated Control Zone distance.
- Enter whether the object is a Location I or a Location II. Location III objects need not be entered on the form.

Planned Object Correction

This section is used by the utility to record it's decision on how the utility object will be corrected.

- For utility objects which will be relocated outside the Control Zone in compliance with Objective 1 of the implementation plan, mark the relocated distance in the Relocation. Dist. column.
- For utility objects which will be corrected with the use of an alternative measure in compliance with Objective 2 of the implementation plan, mark the Alt. Meas. column.

  If mitigation is the alternative measure chosen, justification for the use of mitigation and a plan showing proposed mitigation are required for WSDOT review and approval.
- For individual utility Location I objects which cannot be relocated outside the Control Zone or corrected with the use of an alternative measure and for which a variance will be requested, mark the LOC. I variance column. Only in extreme cases will a variance be considered.

  To be considered for a variance, the utility must submit to WSDOT a request for a variance together with the required justification. (See the Request for Variance instructions)
- For individual utility Location II objects which cannot be relocated outside the Control Zone or corrected with the use of an alternative measure and for which a reclassification will be requested, mark the LOC II Reclass. column.

  Only in cases where conditions, such as right of way width, terrain or other features make it impractical to comply with Objectives 1 or 2 will a reclassification be considered.

  To be considered for a reclassification, the utility must submit to WSDOT a request for reclassification together with the required justification (see the Request for Reclassification instructions).

Request for Variance Utility Above-Ground Location I Objects

Compliance with the WSDOT Control Zone Guidelines requires adjustment of Location I objects to meet the following:

Control Zone Objectives

1. Locate all utility objects outside the control zone.
2. If compliance with Objective 1 is not possible, correct the object with the use of an alternative measure.
3. If compliance with Objective 1 and 2 is not possible, individual Location I objects may be granted a variance from policy if justified by a utility provided engineering analysis.

The Utility will adjust Location I objects to comply with Objectives 1 or 2.

However, WSDOT recognizes that conditions may arise which make it impractical to comply with the maximum Control Zone. Examples of the conditions rendering compliance impractical include, for example:

- WSDOT right of way that is not adequate to accommodate utility objects outside the Control Zone, and
- Segments of utility facilities that, due to terrain or other features, do not warrant being located in full compliance with the maximum Control Zone.

  In these situations a variance, if adequately supported, may be granted by WSDOT to allow utility objects to remain or to be installed within the Control Zone. No consideration of a variance will be given until all alternative measures have been investigated and determined not feasible.

  To be considered for a variance, the Utility will submit to WSDOT a request for a variance together with justification presented in an Engineering Analysis. When an object is joint ownership, the request must be submitted jointly by the owners.

The Engineering Analysis must include, as a minimum, the following support data:

- Reasons that Location I objects should not be located outside the Control Zone.

  Evidence that installation in an alternate location outside the Control Zone or right of way is extremely difficult because of installation problems and/ or is unreasonable costly (show detailed cost comparison). Describe alternatives that were considered.

  Pictures and typical cross sections. Cross sections to include location of proposed and existing utility objects with reference to the edge of the traveled way.
- Reasons that Location I objects should not be corrected with the use of an alternative measure.

Locating on private easement outside the highway right of way.

Putting utility line underground.

Increasing the lateral offset of utility objects from the edge of the traveled way.

Mitigating Utility objects by:

- Locating to an inaccessible area, such as toward the top or on the top of cut slopes.
- Installing protective devices, such as berms, guardrails, traffic barriers or impact attenuators.
- Using a breakaway design.

UTILITY OBJECT RELOCATION RECORD
ABOVE GROUND OBJECTS

Utility Name:	
Date:	
SR	
County	
Franchise/Permit No.	

Application

Case 2 MP to MP Existing Utility Reconstruction
Case 3 Title DOT Project Utility Relocation
Case 4 MP to MP Utility AMT Construction

EXISTING OBJECT					ROADWAY DATA			FIELD MEASUREMENTS							CONT. ZONE CALCS.			PLANNED OBJECT CORRECTION				
								Cut Slopes		Fill Slopes		Distance from Lane Edge										
Location MP	Object Number	Lt. Rt.	Type	Owned Leased	Speed	ADT	R/W Width	Fore	Back	Side	Ground	Shldr.	Rdsd.	Object	Cond. No.	CZ Dist.	LOC I or II	Reloc. Dist.	Alt. Meas.	AMT	LOC I Variance	LOC II Reclass

Request for Reclassification Utility Above-Ground Location II Objects

Compliance with the WSDOT Control Zone Guidelines requires adjustment of Location II objects to meet the following:

Control Zone Objectives

1. Locate all utility objects outside the control zone.
2. If compliance with Objective 1 is not possible, correct the object with the use of an alternative measure.
3. If compliance with Objective 1 and 2 is not possible, individual Location II objects may be reclassified to Location III objects if justified by a utility provided engineering analysis and application of the "Cost-Effective Selection Procedure."

The Utility will adjust Location II objects to comply with Objectives 1 or 2.

However, WSDOT recognizes that conditions may arise which make it impractical to comply with the maximum Control Zone.

In these situations a reclassification, if adequately supported, may be granted by WSDOT to allow utility objects to remain or to be installed within the Control Zone. No consideration of a reclassification will be given until all alternative measures have been investigated and determined not feasible.

To be considered for a reclassification, the utility will submit to WSDOT Cost-Effective Selection Procedure data and justification presented in an Engineering Analysis. When an object is joint ownership, the request must be submitted jointly by the owners.

1. The Cost-Effective Selection Procedure data must include a completed Reclassification Request form together with a computer comparison of the existing utility object location and the relocated utility object location. ROADSIDE — Version 4.1 software will be used for the computer comparison.
2. The Engineering Analysis must include, as a minimum, the following support data.
   - Reasons that Location II objects should not be located outside the Control Zone.

     Evidence that installation in an alternate location outside the Control Zone or right of way is extremely difficult because of installation problems and/or is unreasonable costly (show detailed cost comparison) describe alternatives that were considered.

     Pictures and typical cross sections. Cross-sections to include location of proposed and existing utility objects with reference to the edge of the traveled way.
   - Reasons that Location II objects should not be corrected with the use of an alternative measure.

     Locating on private easement outside the highway right of way.

     Putting utility line underground.

     Reducing the number of utility objects through joint use, increase span lengths and/or placing utility objects on only one side of the road.

     Increasing the lateral offset of utility objects from the edge of the traveled way.

Mitigating utility objects by:

- Locating to an inaccessible area, such as toward the top or on the top of cut slopes.
- Installing protective devices, such as berms, guardrails, traffic barriers or impact attenuators.
- Using a breakaway design.

The 5\15 Rule

Requests for Reclassification of existing or relocated utility objects complying with all the following conditions may modify the Engineering Analysis and Cost- Effective Selection Procedure requirements of the reclassification process.

Conditions:

1. There are no feasible alternative measures for compliance with Control Zone Objective 2.
2. The utility object must be located 15’ or more from the edge of through lane.
3. The utility object must be located within 5’ of the highway right of way line.
4. A utility object, requested for reclassification in place, must not be located within an area of concentrated utility object accidents.
5. A utility object, requested for reclassification in place, must not have a recorded accident history.

In these situations it will be considered cost effective for Location II objects to remain within the highway right of way. The Engineering Analysis will consist of a Utility provided written statement of condition compliance.

Appendix 7 Control Zone Distance Calculation Instructions

Control Zone Distance Calculation 7-1

Cut Section Conditions 1 Through 4

Condition 1 7-4

Condition 2 7-5

Condition 3 7-6

Condition 4 7-7

Fill Sections Conditions 5 and 6

Condition 5 7-8

Condition 6 7-9

Control Zone Distance Calculation Instructions

Control Zone Distance Calculation

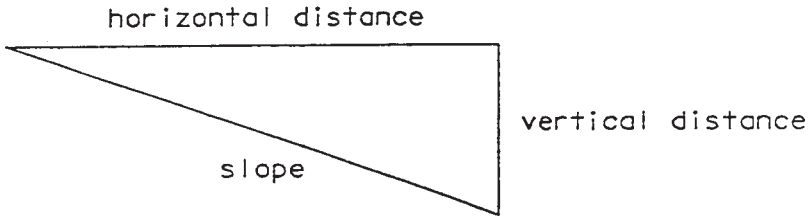
The control zone (CZ) distance varies according to the posted speed, traffic volumes, and side slope of the highway. This control zone distance is measured in feet normal to the highway, beginning at the edge of the traveled way and extending outward perpendicular to the traveled way.

To calculate the control zone distance, select the following condition which best fits the conditions of the highway. Then follow the instructions printed for that example. Use the Utility Object Relocation Record to record field measurements and control zone calculations.

The Control Zone Distance Table is located on page 9 and the Recovery Area Formula is located on page 10, of Appendix 5.

Note:

- All distances are measured from the edge of the thru lane.
- Roadside Width (Rdsd.) is the distance measured from the edge of the thru lane to the beginning of the backslope as in conditions 2, 3, and 4. Also from the edge of the thru lane to the toe of the slope as in condition 6.
- Slope ratios are expressed as 3:1, 4:1, 5:1, meaning 3 feet to 1 foot, 4 feet to 1 foot, and 5 feet to 1 foot. The first number represents the horizontal distance and the second represents the vertical distance.



- The Recovery Area Formula is used ONLY when the cut section foreslope (condition 4), or the fill section sideslope (condition 6) are 3:1 or steeper.
- When auxiliary lanes are present the control zone is either the distance from the edge of the thru lane obtained from the table based on the posted speed, average daily traffic (ADT), and slope, or 10 feet from the outside edge of the auxiliary lane, whichever is furthest. The shoulder width distance will include all auxiliary lane widths.
- Where a curb exists, the control zone is 2 feet beyond the face of the curb for speed zones of 35 mph or less.

Cut Section Conditions 1 Through 4

Condition 1

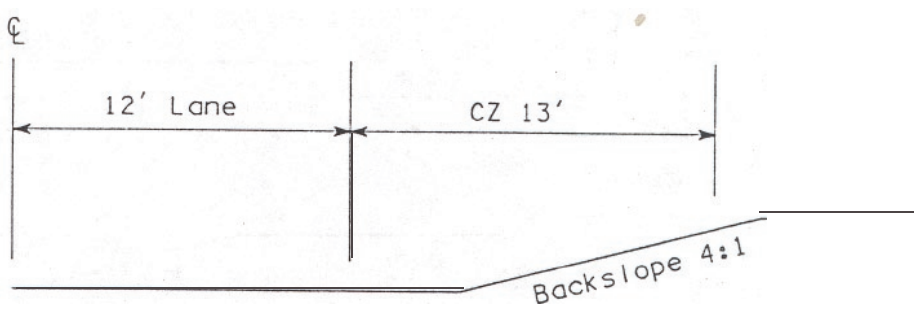
No Ditch

Backslopes of 3:1 or flatter

The control zone is read directly from the table based on posted speed, average daily traffic, and backslope.

STEP 1: Locate posted speed.
STEP 2: Locate ADT.
STEP 3: Locate backslope.
STEP 4: Read CZ directly from table.

Example:



Step 1. Speed 45 mph.
Step 2. Traffic 1900 ADT.
Step 3. Backslope 4: 1.
Step 4. Read 13 feet directly from table.

Control Zone: 13 feet

Condition 2

Ditch Foreslopes of 4:1 *or Flatter*

**** (For all ditch backslopes use 10:1 in calculations) ****

The control zone distance is the greater of:

A. Read directly from the table based on posted speed, average daily traffic (ADT) and a backslope of 10:1

STEP 1: Locate posted speed.

STEP 2: Locate ADT.

STEP 3: Use backslope of 10: 1.

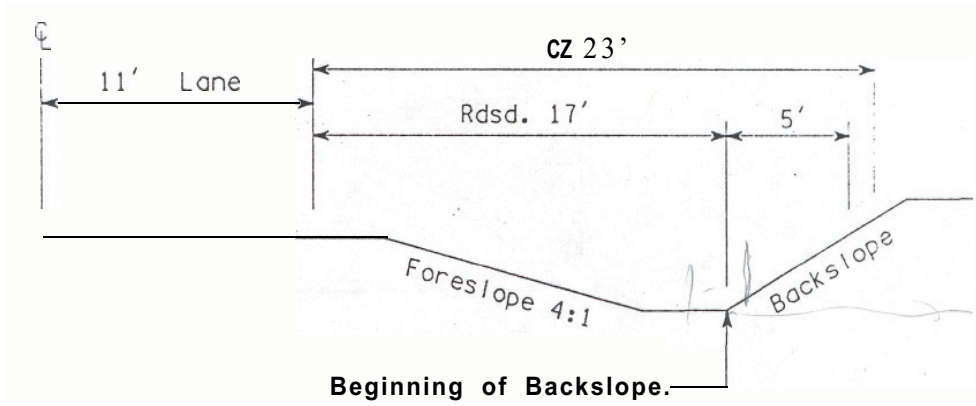
STEP 4: Read directly from table.

B.. Five feet beyond the roadside width.

STEP 1: Locate roadside width.

STEP 2: Add 5 feet to the roadside width.

Example:



A)

Step 1. Speed *55* mph.

Step 2. Traffic 4200 ADT.

Step 3. Foreslope 4:1 or flatter, use a backslope of 10:1 (from table

Step 4. Read 23 feet directly from table.

B)

Step 1. Roadside width is 17 feet

Step 2: 17 feet plus 5 feet = 22 feet.

Solution: Greater of: A) 23 feet B) 22 feet

Control Zone 23 feet

Condition 3

Ditch Foreslope is 3:1 or Steeper

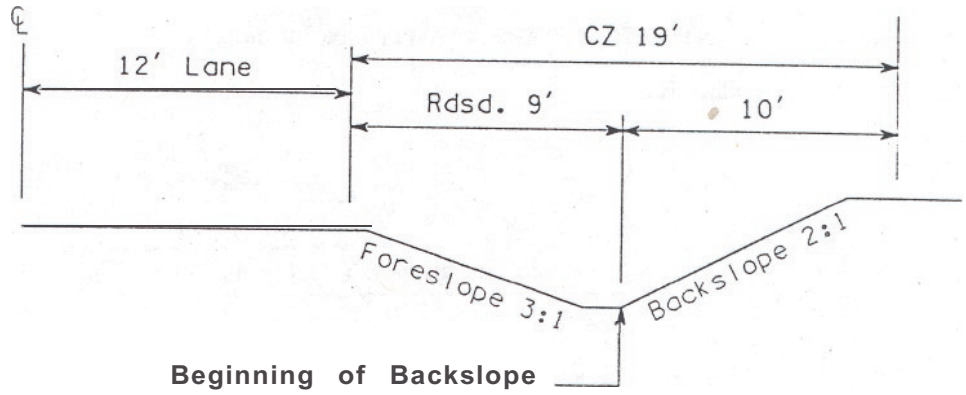
Ditch Backslope is Steeper Than 3:l

The control zone distance is established at 10 feet beyond the roadside width.

STEP 1: Locate the roadside width.

STEP 2: Add 10 feet to the roadside width.

Example:



Step 1. The roadside width is 9 feet.

Step 2. 9 feet plus 10 feet = 19 feet.

Control Zone: 19 feet

Condition 4

Ditch Foreslope is 3:1 or Steeper

Ditch Backslope is 3:1 or Flatter

The control zone distance is the recovery area calculated using the recovery area formula.

RECOVERY AREA = (roadside width) + (control zone distance from table shoulder width)

STEP 1: Locate posted speed.

STEP 2: Locate ADT

STEP 3: Locate backslope.

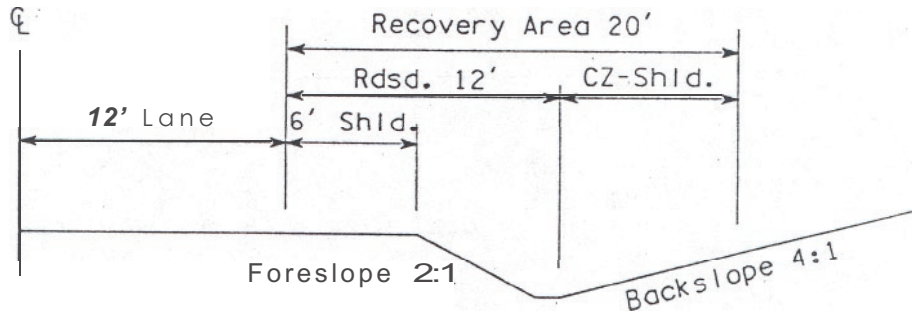
STEP 4: Read CZ distance from table

STEP 5: Locate roadside width.

STEP 6: Locate shoulder width.

STEP 7: Use recovery area formula.

Example:



Step: 1. Speed 40 mph.

Step 2: Traffic 3000 ADT

Step 3: Backslope 4: 1.

Step 4: Read from table CZ is 14 feet.

Step 5: Roadside width, 12 feet.

Step 6: Shoulder width, 6 feet.

Step 7: (12 feet + (14 feet - 6 feet) = 20 feet.

Control Zone: 20 feet

Fill Sections Conditions 5 and 6

Condition 5

The Sideslope is 4:1 or Flatter

The control zone distance is read directly from the table based on posted speed, average daily traffic (ADT), and sideslope.

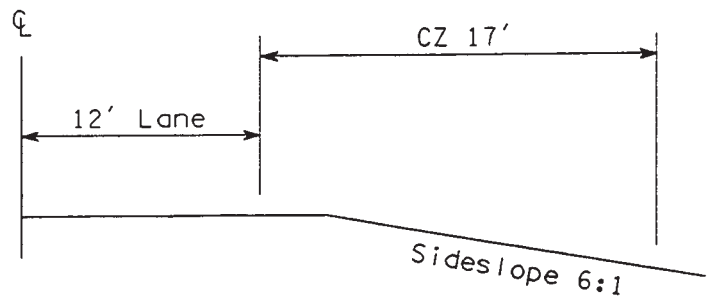
STEP 1: Locate posted speed.

STEP 2: Locate ADT.

STEP 3: Locate sideslope.

STEP 4: Read CZ directly from table.

Example:



Step 1. Speed 50 mph.

Step 2. Traffic 320 ADT.

Step 3. Sideslope 6:1

Step 4. Read 17 feet directly from table.

Control Zone: 17 feet.

Condition 6

Sideslope is 3:1 or Steeper

The control zone distance is the recovery area, calculated using the recovery area formula.

For installations where the sideslope is steeper than 3:1 and the fill height is greater than 10 feet consult the Guidelines for Embankment Barrier Chart. If embankment barrier is not recommended the Control Zone is the Roadside Width.

RECOVERY AREA = (roadside width) + (control zone distance from table - shoulder width)

STEP 1: Locate posted speed.

STEP 2: Locate ADT.

STEP 3: Locate existing ground sideslope.

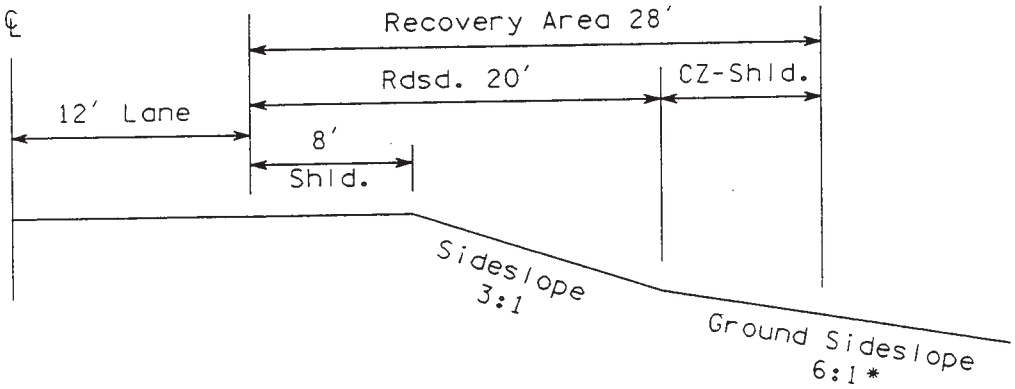
STEP 4: Read CZ distance from table.

STEP 5: Locate roadside width.

STEP 6: Locate shoulder width.

STEP 7: Use recovery area formula.

Example:



Step 1: Speed 40 mph.

Step 2: Traffic 3000 ADT.

Step 3: Existing ground sideslope, 6:1.

Step 4: Read from table, CZ is 16 feet.

Step 5: Roadside width, 20 feet.

Step 6: Shoulder width, 8 feet.

Step 7: (20 feet) + (16 feet - 8 feet) = 28 feet.

Control Zone: 28 feet.

• For positive(+) ground side slopes use Condition 3 or 4.

Control Zone Distances for State Highways Outside Incorporated Cities**

(In feet from edge of traveled way***)

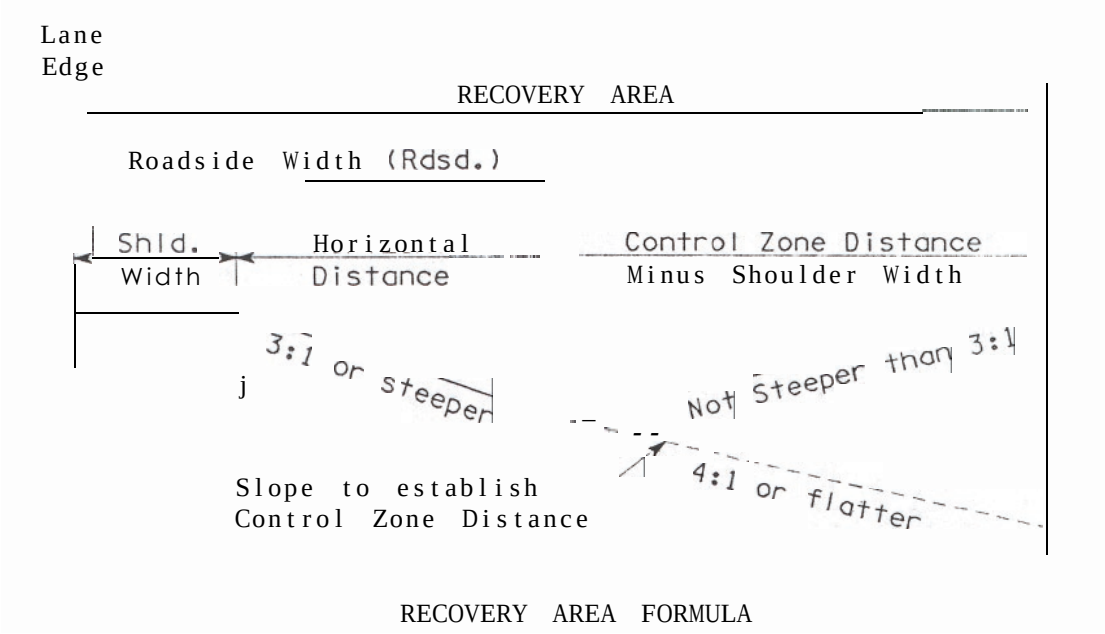
Posted Speed mph	Average Daily Traffic	Cut Section (Back Slope) (H:V)						Fill Section (H:V)					
		3:1	4:1	5:1	6:1	8:1	10:1	3:1	4:1	5:1	6:1	8:1	10:1
35 or Less		The Control Zone-distance is 10 feet											
40	Under 250	10	10	10	10	10	10	*	13	12	11	11	10
	251-800	11	11	11	11	11	11	*	14	14	13	12	11
	801-2000	12	12	12	12	12	12	*	16	15	14	13	12
	2001-6000	14	14	14	14	14	14	*	17	17	16	15	14
	Over 6000	15	15	15	15	15	15	*	19	18	17	16	15
45	Under 250	11	11	11	11	11	11	*	16	14	13	12	11
	251-800	12	12	13	13	13	13	*	18	16	14	14	13
	801-2000	13	13	14	14	14	14	*	20	17	16	15	14
	2001-6000	15	15	16	16	16	16	*	22	19	17	17	16
	Over 6000	16	16	17	17	17	17	*	24	21	19	18	17
50	Under 250	11	12	13	13	13	13	*	19	16	15	13	13
	251-800	13	14	14	15	15	15	*	22	18	17	15	15
	801-2000	14	15	16	17	17	17	*	24	20	18	17	17
	2001-6000	16	17	17	18	18	18	*	27	22	20	18	18
	Over 6000	17	18	19	20	20	20	*	29	24	22	20	20
55	Under 250	12	14	15	16	16	17	*	25	21	19	17	17
	251-800	14	16	17	18	18	19	*	28	23	21	20	19
	801-2000	15	17	19	20	20	21	*	31	26	23	22	21
	2001-6000	17	19	21	22	22	23	*	34	29	26	24	23
	Over 6000	18	21	23	24	24	25	*	37	31	28	26	25
60	Under 250	13	16	17	18	19	19	*	30	25	23	21	20
	251-800	15	18	20	20	21	22	*	34	28	26	23	23
	801-2000	17	20	22	22	23	24	*	37	31	28	26	25
	2001-6000	18	22	24	25	26	27	*	41	34	31	29	28
	Over 6000	20	24	26	27	28	29	*	45	37	34	31	30
65	Under 250	15	18	19	20	21	21	*	33	27	25	23	22
	251-800	17	20	22	22	24	24	*	38	31	29	26	25
	801-2000	19	22	24	25	26	27	*	41	34	31	29	28
	2001-6000	20	25	27	27	29	30	*	46	37	35	32	31
	Over 6000	22	27	29	30	31	32	*	50	41	38	34	33
70	Under 250	16	19	21	21	23	23	*	36	29	27	25	24
	251-800	18	22	23	24	26	26	*	41	33	31	28	27
	801-2000	20	24	26	27	28	29	*	45	37	34	31	30
	2001-6000	22	27	29	29	31	32	*	50	40	38	34	33
	Over 6000	24	29	31	32	34	35	*	54	44	41	37	36

* When the fill section slope is steeper than 4H:1V but not steeper than 3H:1V, the Control Zone distance is modified by the recovery area formula and is referred to as the recovery area. The basic philosophy behind the recovery area formula is that a vehicle can traverse these slopes but cannot recover (control steering) and, therefore, the horizontal distance of these slopes is added to the Control Zone distance to form the recovery area.

** This figure also applies to limited access state highways in cities and median areas on managed access state highways in cities. See Design Manual 700.04 for guidance on managed access state highways within incorporated cities.

*** **traveled way** The portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning.

Control Zone Distance Table



Recovery Area + Roadside Width + (Control Zone Distance - Shoulder Width)

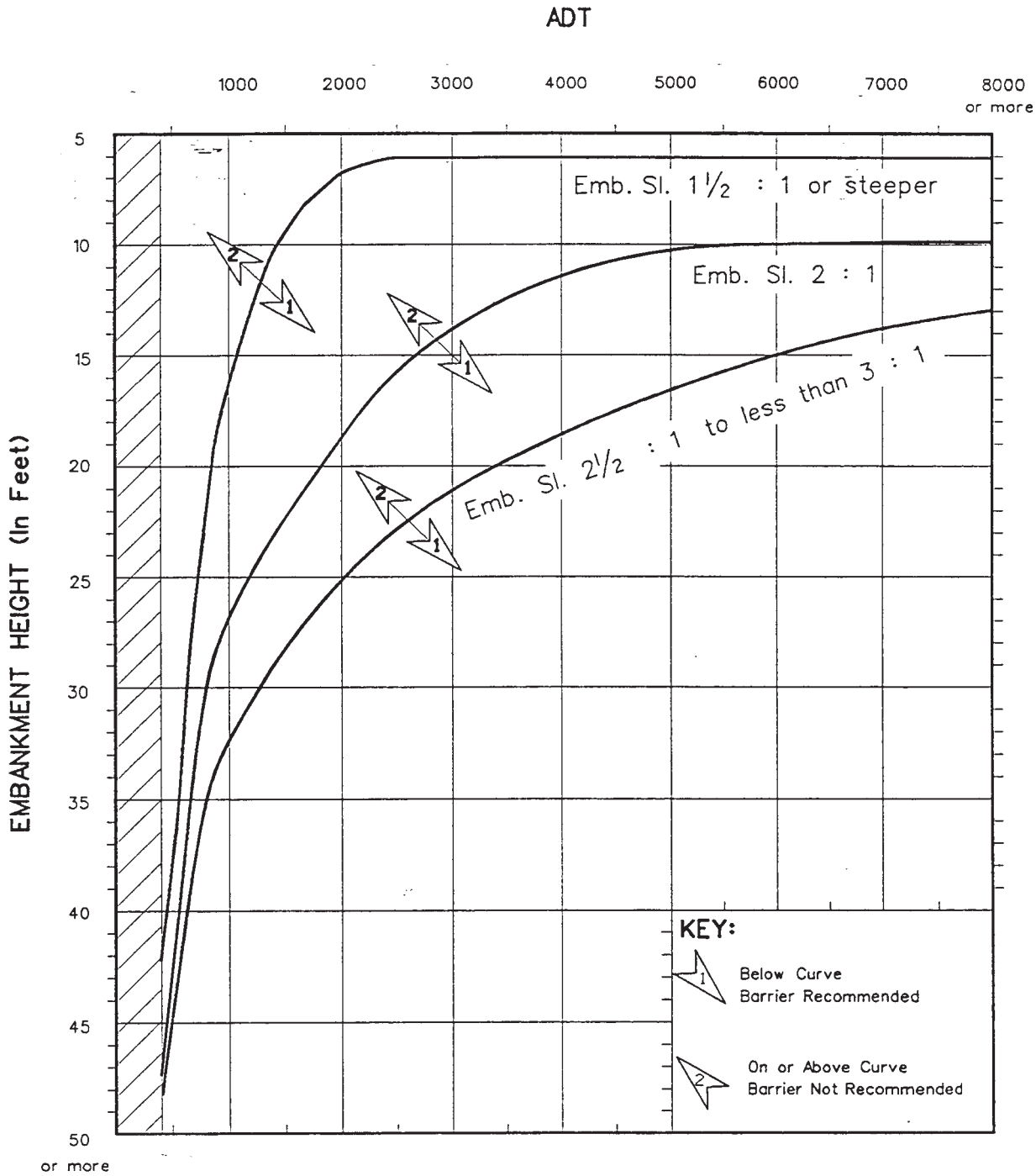
UTILITY OBJECT RELOCATION RECORD
ABOVE GROUND OBJECTS

Utility Name:	
Date:	
SR	
County	
Franchise/Permit No.	

Application

Case 2 MP to MP Existing Utility Reconstruction
Case 3 Title DOT Project Utility Relocation
Case 4 MP to MP Utility AMT Construction

EXISTING OBJECT					*ROADWAY DATA*			*FIELD MEASUREMENTS*							*CONT. ZONE CALCS.*			*PLANNED OBJECT CORRECTION*				
Location MP	*Object Number*	*Lt. Rt.*	*Type*	*Owned Leased*	*Speed*	*ADT*	*R/W Width*	*Cut Slopes*		*Fill Slopes*		*Distance from lane edge*			*Cond. No.*	*CZ Dist.*	*LOC I or II*	*Reloc. Dist.*	*Alt. Meas.*	*AMT*	*LOC I Variance*	*LOC II Reclass*
								Fore	*Back*	*Side*	*Ground*	*Shldr.*	*Rdsd.*	*Object*								



NOTE: Routes with ADTs under 400 may be evaluated on a case by case basis.