Utilities Manual

M 22-87

Washington State Department of Transportation

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FOREWORD

This manual has been prepared to delineate general practices, policies and procedures which affect the relationship between the Washington State Department of Transportation and those entities with which the Department engages in agreements, franchises, and permits. It is intended to outline activities of both the state and those entities. Special emphasis has been directed toward utilities.

With this information, each participant may become aware of the policies and procedures of other participants. Also, performance expectations will be more uniform and a vehicle for informing the participants of changes in policy is provided.

Still, it is recognized that some projects, because of special circumstances, have in the past and will in the future be inappropriate for the practices outlined in this manual.

The previous Utilities Manual, issued in 1973 and revised through 1980, is hereby superseded. WAC 468-34, "Utility Lines-Franchises and Permits", which was part of the previous manual, has been removed and may be purchased as a separate publication, "Utilities Accommodation Policy", from the Engineering Publications Branch in Olympia (753-6028).

Suggestions for improvement are solicited from users of this manual. These should be addressed to the Engineering Publications Branch, Highways Division, Transportation Building, Olympia, WA 98504.

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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 Olympia Service Center (OSC) 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 Olympia Service Center (OSC) State Design Engineer

a. Executes blanket bonds covering permit and franchise installations, (further delegation is authorized to the OSC 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 OSC 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 OSC Right-of-Way Accommodations 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 OSC Right-of-Way Accommodations 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 OSC 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 requirements, 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 OSC approval are submitted to the OSC 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 OSC 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 Olympia Service Center (OSC) Processing

Upon receipt of a proposed franchise or permit from the Regional Utilities Engineer, the following action is required by the OSC 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 OSC, 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 OSC.

.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 aboveground 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 OSC 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 OSC Utilities Section.

Contact the OSC 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 OSC 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 OSC 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 OSC Utilities Section. All other interested Regional Utilities Engineers will be forwarded a copy by OSC.

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 OSC 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 OSC Utilities Section, if the franchise was approved by OSC.

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 aboveground 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 January 1996 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 aboveground facilities is defined in the Utilities Accommodation Policy under WAC 468-34-320.

Existing aboveground 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 aboveground 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 aboveground 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 aboveground facility may remain or be relocated as aboveground 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 aboveground 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 aboveground 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 aboveground facilities.

b. When construction is anticipated, the Regional Utilities Engineer will request, through the OSC 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 OSC 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 OSC 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.

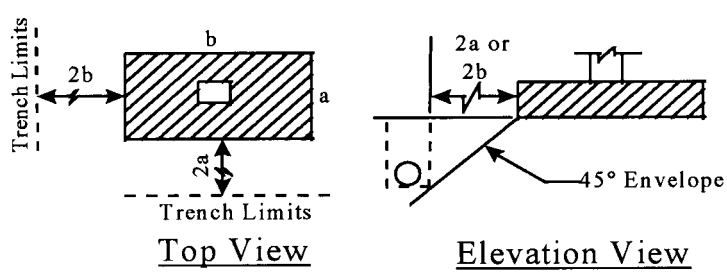
b. On nonlimited access highways within the corporate limits of a city or town, where by statute the city or town issues permits and franchises, the bridge attachment detail must still be approved by the Bridge and Structures Office.

.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 OSC 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.



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 OSC Utilities Section by the OSC 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 OSC 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.

2:F:DP/UM

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
Revised 3/97

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.

DOT Form 224-696 EF
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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 (by 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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Revised 3/98

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 ajdadjajlad mm (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 in kind .

☒ 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.

DOT Form 224-030 EF
Revised 3/98

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)

1535 Northwest Avenue
Address

Belair *WA* *98743*
City State Zip Code

(206) 896-9428
Telephone

X2690 CI,I
Applicant Reference (WO) Number

Jack Doe
Applicant Authorized Signature

Jack Doe
Print or Type Name

Import Manager
Title

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

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

DOT Form 224-698 EF
3/97

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

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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.

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Page 1

Exhibit "A"

Example 1-5

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☐ 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 (by 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.

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Page 2

Exhibit "A"

Example 1-5

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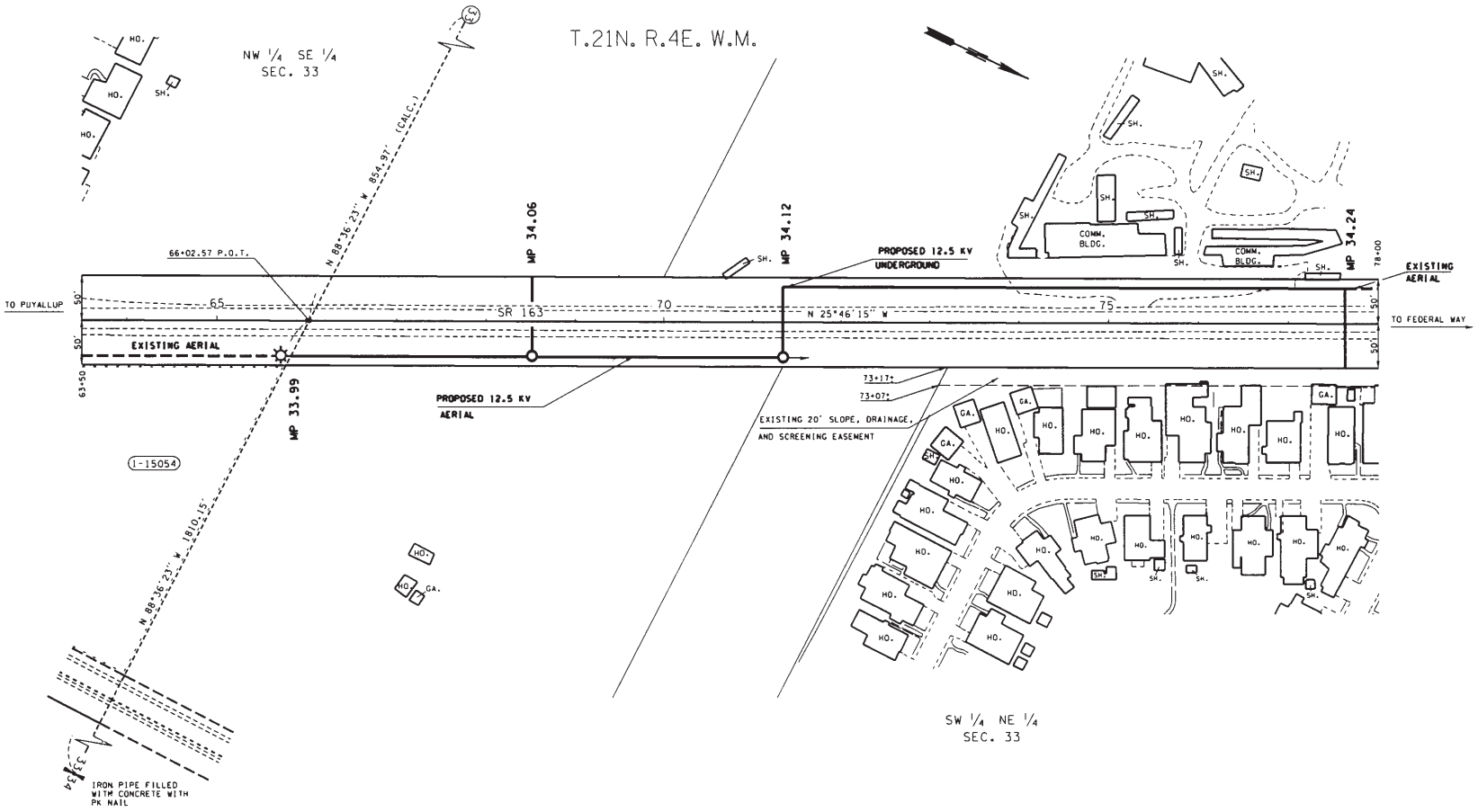


Example 1-6
Exhibit Map

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 with the work covered in the franchise.

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

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

Sincerely,

_____
(WSDOT approval authority)

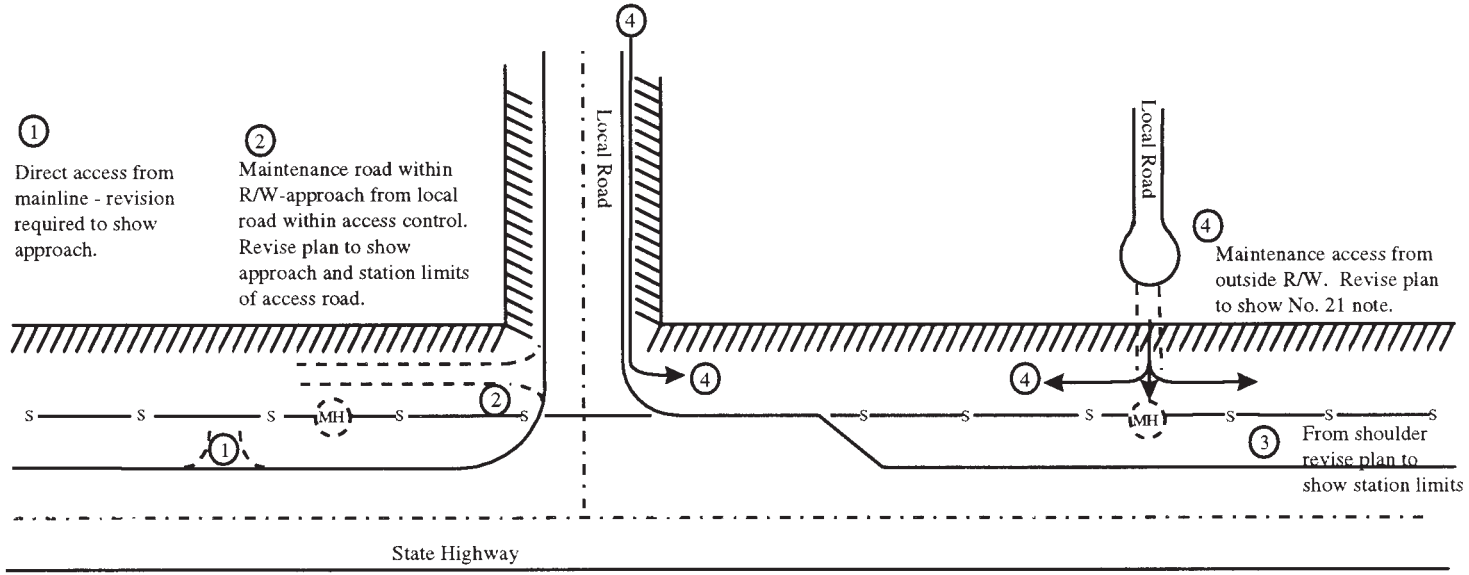
ENDORSEMENT
The undersigned hereby acknowledges, agrees and accepts the provisions, conditions and stipulations as set forth in this letter and the franchise as attached hereto.

_____ _____
Date Signature

_____
Title

Example 1-13

Permits/Franchise Maintenance Access



1 2 3 4

OSC review and approval of the access plan revision is required prior to issuance of the permit or franchise. Include a copy of the draft permit or franchise with the access plan revision request.

Send the plan revision request to the OSC Plans Engineer.

Figure 1-1

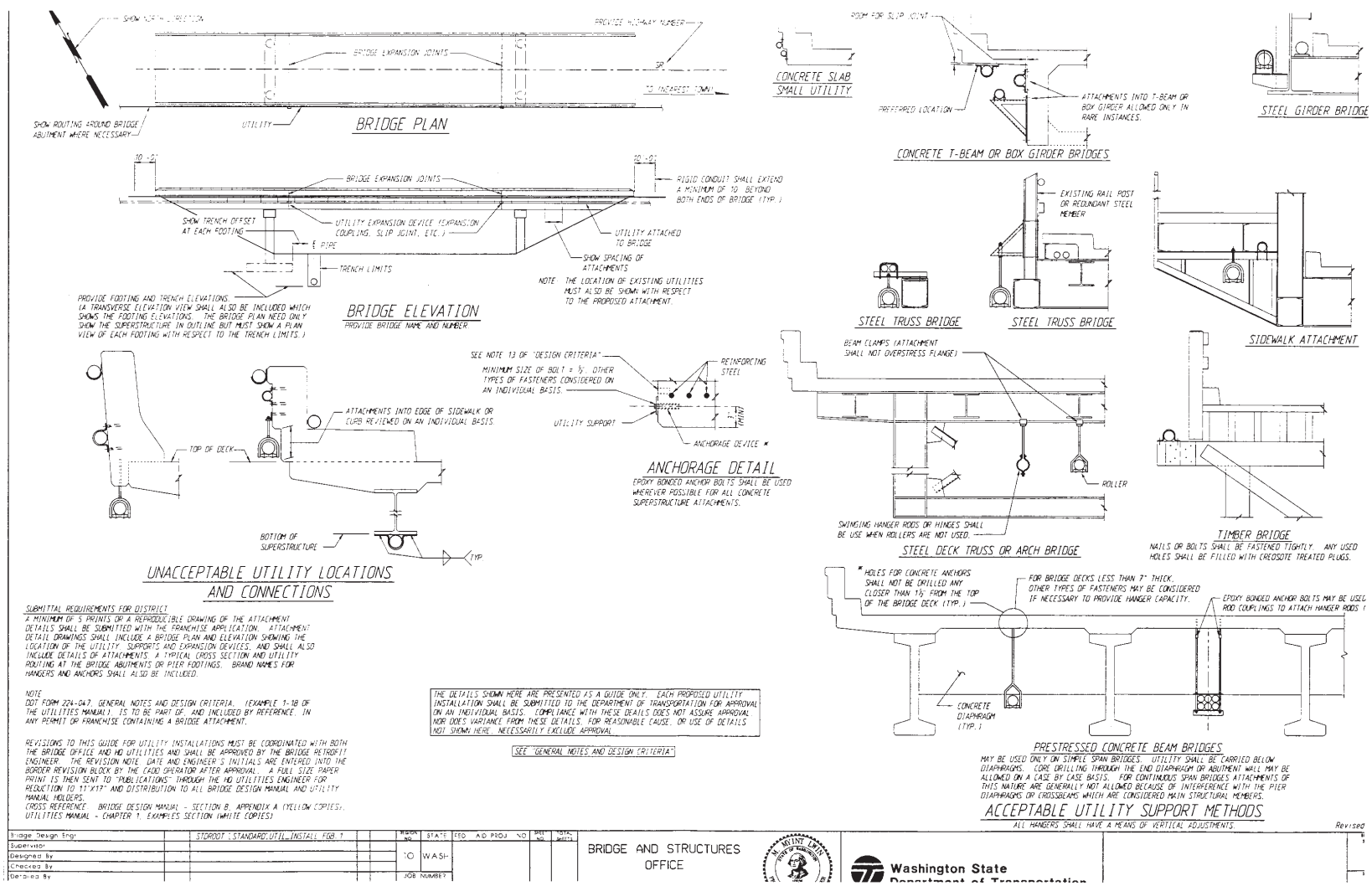

SHOW NORTH - SOUTH DIRECTION
PROVIDE HIGHWAY NUMBER
BRIDGE EXPANSION JOINTS
SR
TO INCREASE TOWN
SHOW ROUTING AROUND BRIDGE ABUTMENT WHERE NECESSARY
UTILITY
BRIDGE PLAN
10'-0"
10'-0"
BRIDGE EXPANSION JOINTS
RIGID CONDUIT SHALL EXTEND A MINIMUM OF 10' BEYOND BOTH ENDS OF BRIDGE (TYP.)
SHOW TRENCH OFFSET AT EACH FOOTING
UTILITY EXPANSION DEVICE (EXPANSION COUPLING, SLIP JOINT, ETC.)
UTILITY ATTACHED TO BRIDGE
℄ PIPE
SHOW SPACING OF ATTACHMENTS
TRENCH LIMITS
NOTE: THE LOCATION OF EXISTING UTILITIES MUST ALSO BE SHOWN WITH RESPECT TO THE PROPOSED ATTACHMENT.
PROVIDE FOOTING AND TRENCH ELEVATIONS. (A TRANSVERSE ELEVATION VIEW SHALL ALSO BE INCLUDED WHICH SHOWS THE FOOTING ELEVATIONS. THE BRIDGE PLAN NEED ONLY SHOW THE SUPERSTRUCTURE IN OUTLINE BUT MUST SHOW A PLAN VIEW OF EACH FOOTING WITH RESPECT TO THE TRENCH LIMITS.)
BRIDGE ELEVATION
PROVIDE BRIDGE NAME AND NUMBER.
TOP OF DECK
ATTACHMENTS INTO EDGE OF SIDEWALK OR CURB REVIEWED ON AN INDIVIDUAL BASIS.
BOTTOM OF SUPERSTRUCTURE
TYP.
UNACCEPTABLE UTILITY LOCATIONS AND CONNECTIONS
SEE NOTE 13 OF "DESIGN CRITERIA"
MINIMUM SIZE OF BOLT = ½". OTHER TYPES OF FASTENERS CONSIDERED ON AN INDIVIDUAL BASIS.
REINFORCING STEEL
UTILITY SUPPORT
7" MIN.
ANCHORAGE DEVICE *
ANCHORAGE DETAIL
EPOXY BONDED ANCHOR BOLTS SHALL BE USED WHEREVER POSSIBLE FOR ALL CONCRETE SUPERSTRUCTURE ATTACHMENTS.
SUBMITTAL REQUIREMENTS FOR DISTRICT:
A MINIMUM OF 5 PRINTS OF A REPRODUCIBLE DRAWING OF THE ATTACHMENT DETAILS SHALL BE SUBMITTED WITH THE FRANCHISE APPLICATION. ATTACHMENT DETAIL DRAWINGS SHALL INCLUDE A BRIDGE PLAN AND ELEVATION SHOWING THE LOCATION OF THE UTILITY, SUPPORTS AND EXPANSION DEVICES, AND SHALL ALSO INCLUDE DETAILS OF ATTACHMENTS, A TYPICAL CROSS SECTION AND UTILITY ROUTING AT THE BRIDGE ABUTMENTS OR PIER FOOTINGS. BRAND NAMES FOR HANGERS AND ANCHORS SHALL ALSO BE INCLUDED.
NOTE
DOT FORM 224-047, GENERAL NOTES AND DESIGN CRITERIA, (EXAMPLE 1-18 OF THE UTILITIES MANUAL), IS TO BE PART OF, AND INCLUDED BY REFERENCE, IN ANY PERMIT OR FRANCHISE CONTAINING A BRIDGE ATTACHMENT.
REVISIONS TO THIS GUIDE FOR UTILITY INSTALLATIONS MUST BE COORDINATED WITH BOTH THE BRIDGE OFFICE AND HQ UTILITIES AND SHALL BE APPROVED BY THE BRIDGE RETROFIT ENGINEER. THE REVISION NOTE, DATE AND ENGINEER'S INITIALS ARE ENTERED INTO THE BORDER REVISION BLOCK BY THE CADD OPERATOR AFTER APPROVAL. A FULL SIZE PAPER PRINT IS THEN SENT TO "PUBLICATIONS" THROUGH THE HQ UTILITIES ENGINEER FOR REDUCTION TO 11"X17" AND DISTRIBUTION TO ALL BRIDGE DESIGN MANUAL AND UTILITY MANUAL HOLDERS.
CROSS REFERENCE: BRIDGE DESIGN MANUAL - SECTION B, APPENDIX A (YELLOW COPIES), UTILITIES MANUAL - CHAPTER 1, EXAMPLES SECTION (WHITE COPIES)
THE DETAILS SHOWN 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 DETAILS DOES NOT ASSURE APPROVAL NOR DOES VARIANCE FROM THESE DETAILS, FOR REASONABLE CAUSE, OR USE OF DETAILS NOT SHOWN HERE, NECESSARILY EXCLUDE APPROVAL.
SEE "GENERAL NOTES AND DESIGN CRITERIA"
CONCRETE SLAB
SMALL UTILITY
ROOM FOR SLIP JOINT
PREFERRED LOCATION
ATTACHMENTS INTO T-BEAM OR BOX GIRDER ALLOWED ONLY IN RARE INSTANCES.
CONCRETE T-BEAM OR BOX GIRDER BRIDGES
STEEL GIRDER BRIDGE
EXISTING RAIL POST OR REDUNDANT STEEL MEMBER
STEEL TRUSS BRIDGE
STEEL TRUSS BRIDGE
SIDEWALK ATTACHMENT
BEAM CLAMPS (ATTACHMENT SHALL NOT OVERSTRESS FLANGE)
ROLLER
SWINGING HANGER RODS OR HINGES SHALL BE USE WHEN ROLLERS ARE NOT USED.
STEEL DECK TRUSS OR ARCH BRIDGE
TIMBER BRIDGE
NAILS OR BOLTS SHALL BE FASTENED TIGHTLY. ANY USED HOLES SHALL BE FILLED WITH CREOSOTE TREATED PLUGS.
* HOLES FOR CONCRETE ANCHORS SHALL NOT BE DRILLED ANY CLOSER THAN 1½" FROM THE TOP OF THE BRIDGE DECK (TYP.)
FOR BRIDGE DECKS LESS THAN 7" THICK, OTHER TYPES OF FASTENERS MAY BE CONSIDERED IF NECESSARY TO PROVIDE HANGER CAPACITY.
EPOXY BONDED ANCHOR BOLTS MAY BE USED ROD COUPLINGS TO ATTACH HANGER RODS
CONCRETE DIAPHRAGM (TYP.)
PRESTRESSED CONCRETE BEAM BRIDGES
MAY BE USED ONLY ON SIMPLE SPAN BRIDGES. UTILITY SHALL BE CARRIED BELOW DIAPHRAGMS. CORE DRILLING THROUGH THE END DIAPHRAGM OR ABUTMENT WALL MAY BE ALLOWED ON A CASE BY CASE BASIS. FOR CONTINUOUS SPAN BRIDGES ATTACHMENTS OF THIS NATURE ARE GENERALLY NOT ALLOWED BECAUSE OF INTERFERENCE WITH THE PIER DIAPHRAGMS OR CROSSBEAMS WHICH ARE CONSIDERED MAIN STRUCTURAL MEMBERS.
ACCEPTABLE UTILITY SUPPORT METHODS
ALL HANGERS SHALL HAVE A MEANS OF VERTICAL ADJUSTMENTS.
Revised
Bridge Design Eng:
Supervisor
Designed By
Checked By
Detailed By
STDROOT:STANDARD:UTIL_INSTALL FIG1_1
STATE
FED. AID PROJ. NO.
TOTAL SHTS
TO WASH-
JOB NUMBER
BRIDGE AND STRUCTURES OFFICE
Washington State Department of Transportation

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

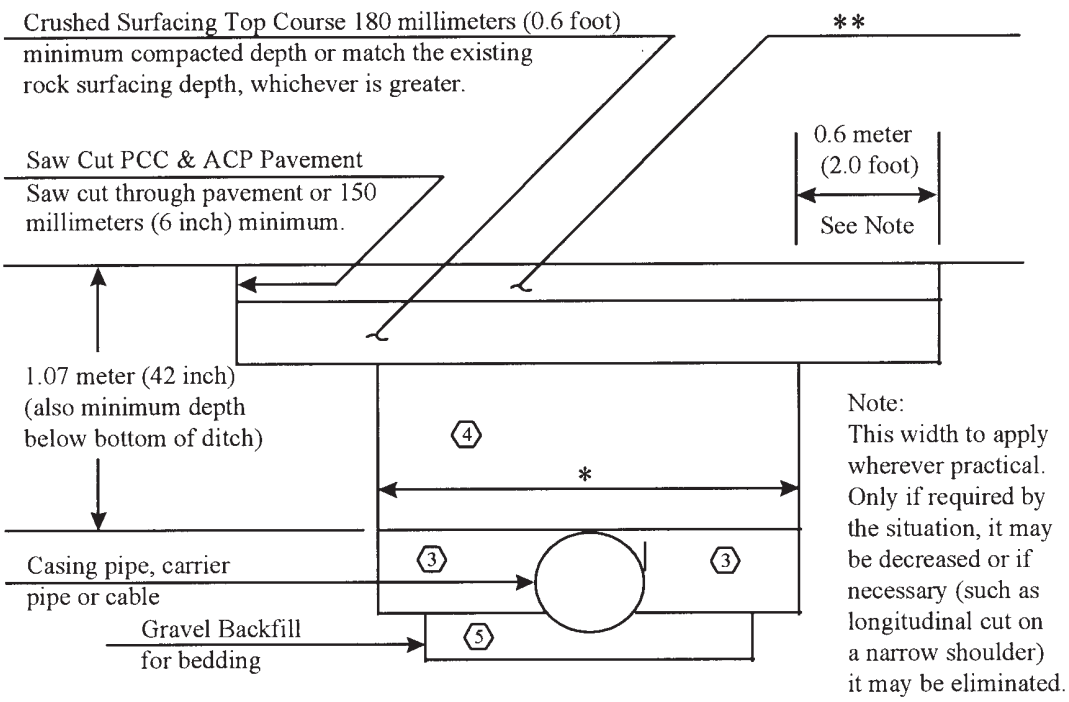
Open Cut Detail (Typical)

** 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 to 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 degree 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 coldmix 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.

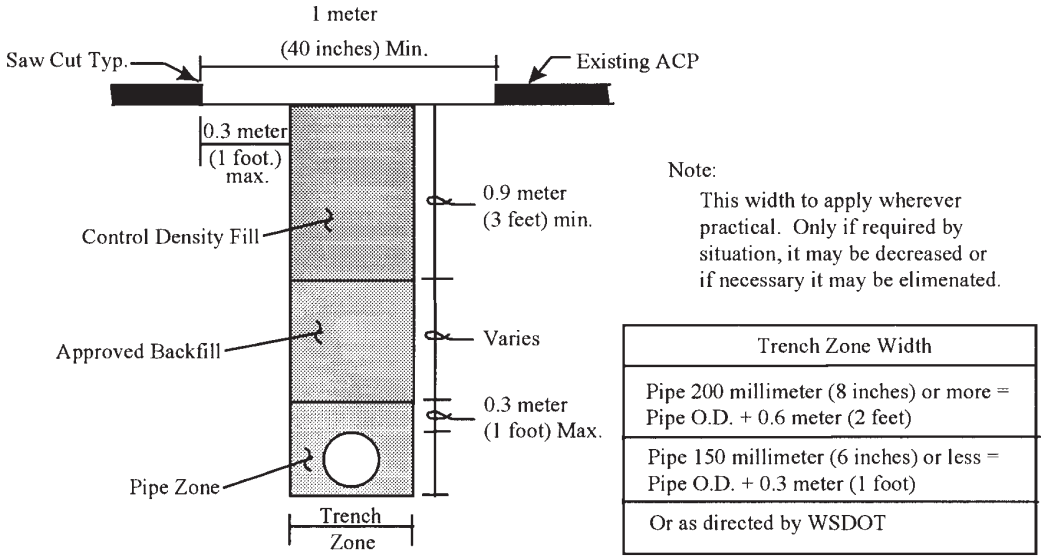
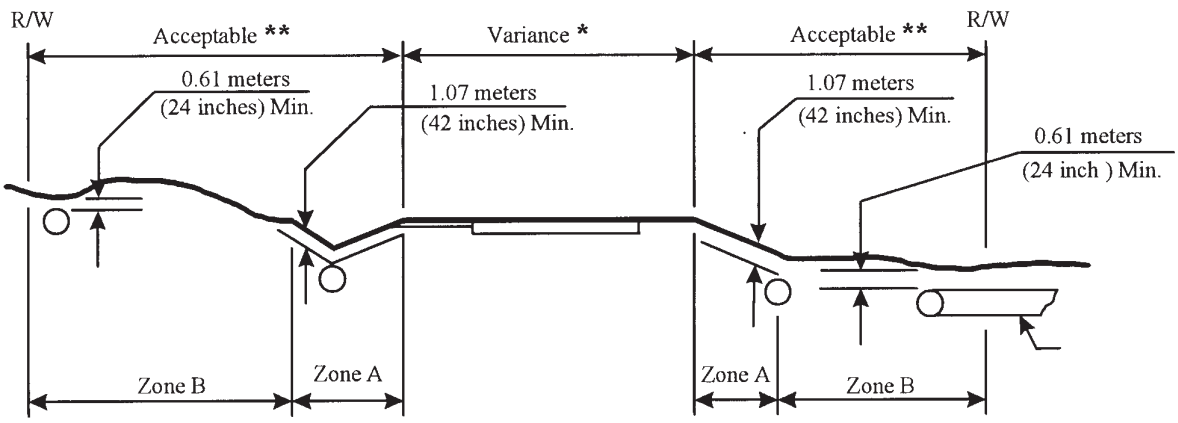


Figure 1-4a

Requirements Involving Underground Utility Encroachments



Typical Longitudinal Detail

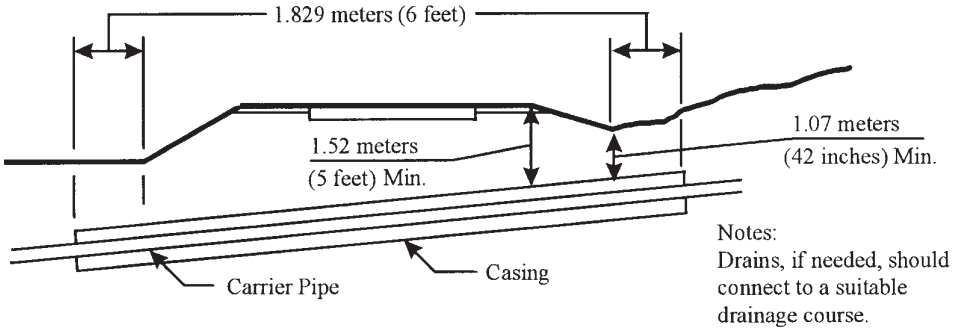
* Shoulders, all traffic lanes and medians

** "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.

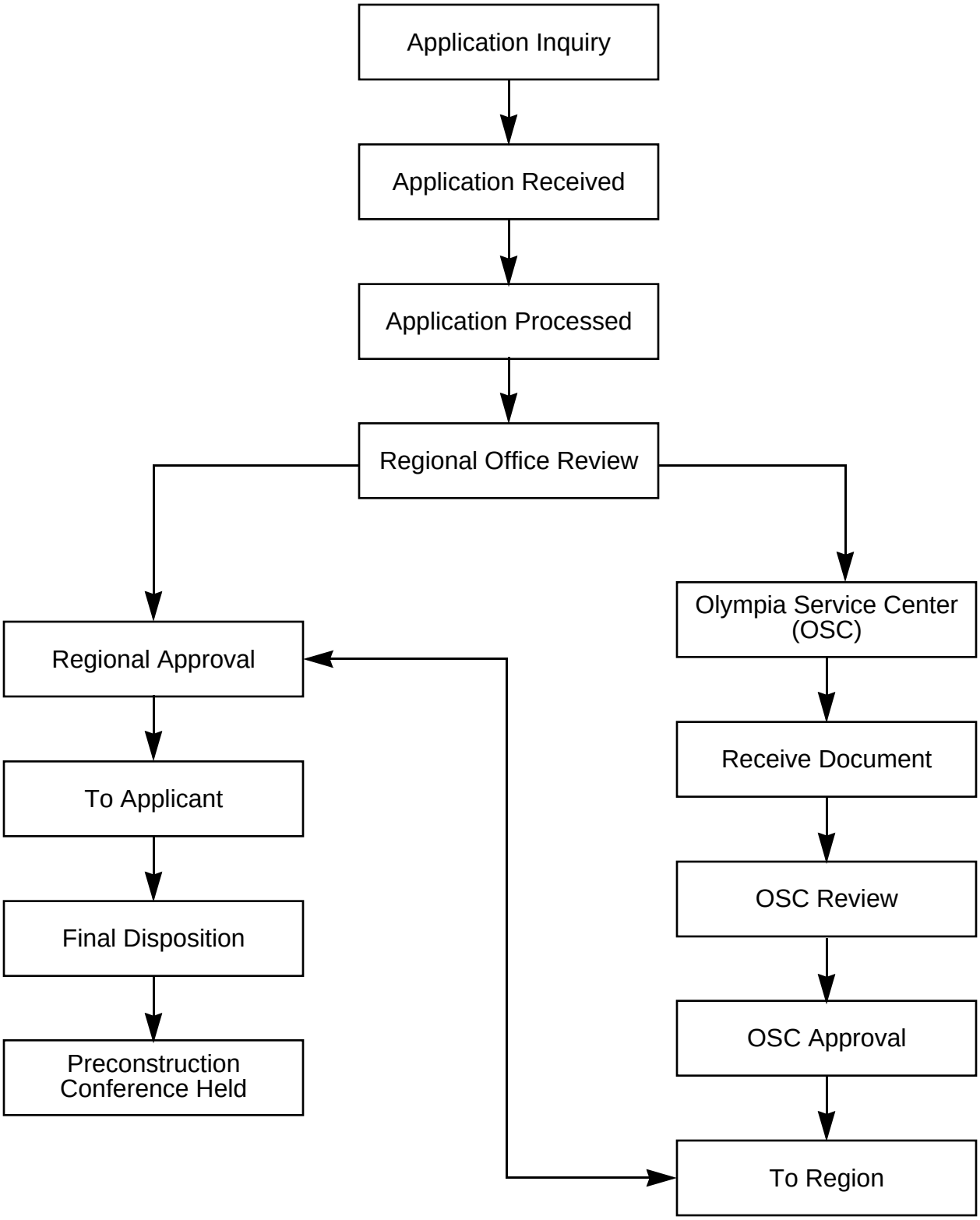


Notes:
Drains, if needed, should connect to a suitable drainage course.

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

Typical Crossing Detail

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.

(a) Final evaluation.

1) Make recommendations.

Schedule for Approval

a. Put on calendar agenda.

b. Prepare correspondence.

Return Document to region for Further Processing

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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.

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Attachment 1-3

Instructions for Completing a Permit or Franchise Application Form pages 1-11

1. Utility Permit and Franchise Application Instructions pages 1-3
2. Utility Permit or Franchise Example page 4
3. General Permit page 2 and 5
4. Category Installation Types pages 6-10
5. Category 4 Confirmation of Compliance Form page 11

Instructions to Complete the Utility Facility Description (UFD) Sheet pages 12-17

1. UFD Examples page 16 and 17

Exhibit Map Example page 18

6:P:DP/UM1
9807-0852

* 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)

Address

City State Zip Code

Telephone

Applicant Reference (WO) Number

Applicant Authorized Signature

Print or Type Name

Title

Dated this _____ day of _____, _____

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

Walikiakum *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:

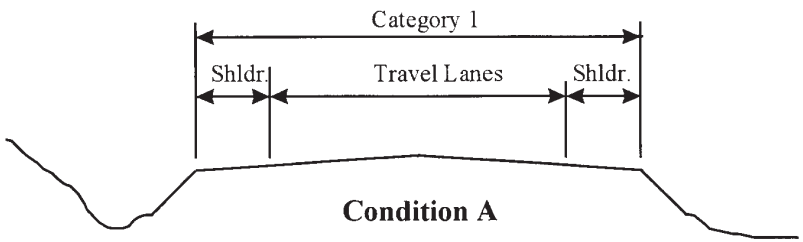
A. Longitudinal installations located within the roadway prism between the outside edges of the shoulders.
B. Longitudinal Installations located within limited access.
C. Installations requiring open cuts of the paved roadway.
D. Installations attached to any bridge or structure.
E. Buried installations 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:

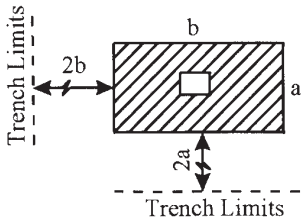
- The Utility Facility Description Form
- Utility developed plans which describe the installation in detail.
- Utility developed data which convincingly justifies the installation.
- Relocation records for above ground object installations.

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

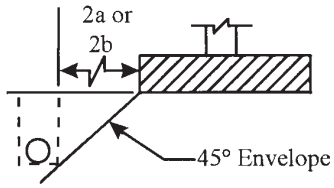
The Bridge and Structures Office shall approve all excavations and borings below the bottom of footing, seal, or pile group which are within a horizontal distance from the edge of a structural footing equal to twice the width of the footing, or below the 45° envelope from the bottom of the footing as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



Condition A



Top View



Elevation View

Category 2 (Possible Impact)

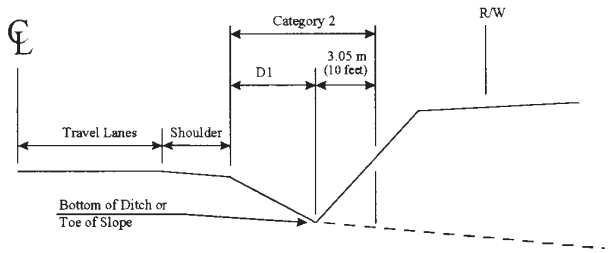
Utility installations within this category include any or all of the following conditions:

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

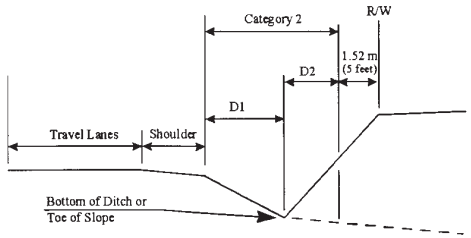
The application will include:

- 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)

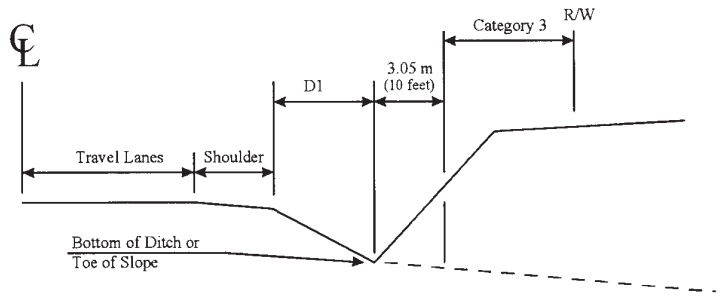
Utility installation within this category include any or all of the following conditions:

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.

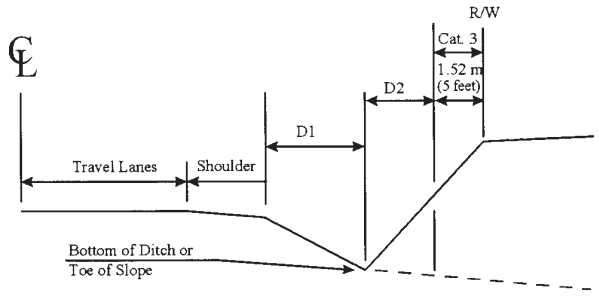
The application will include:

- 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

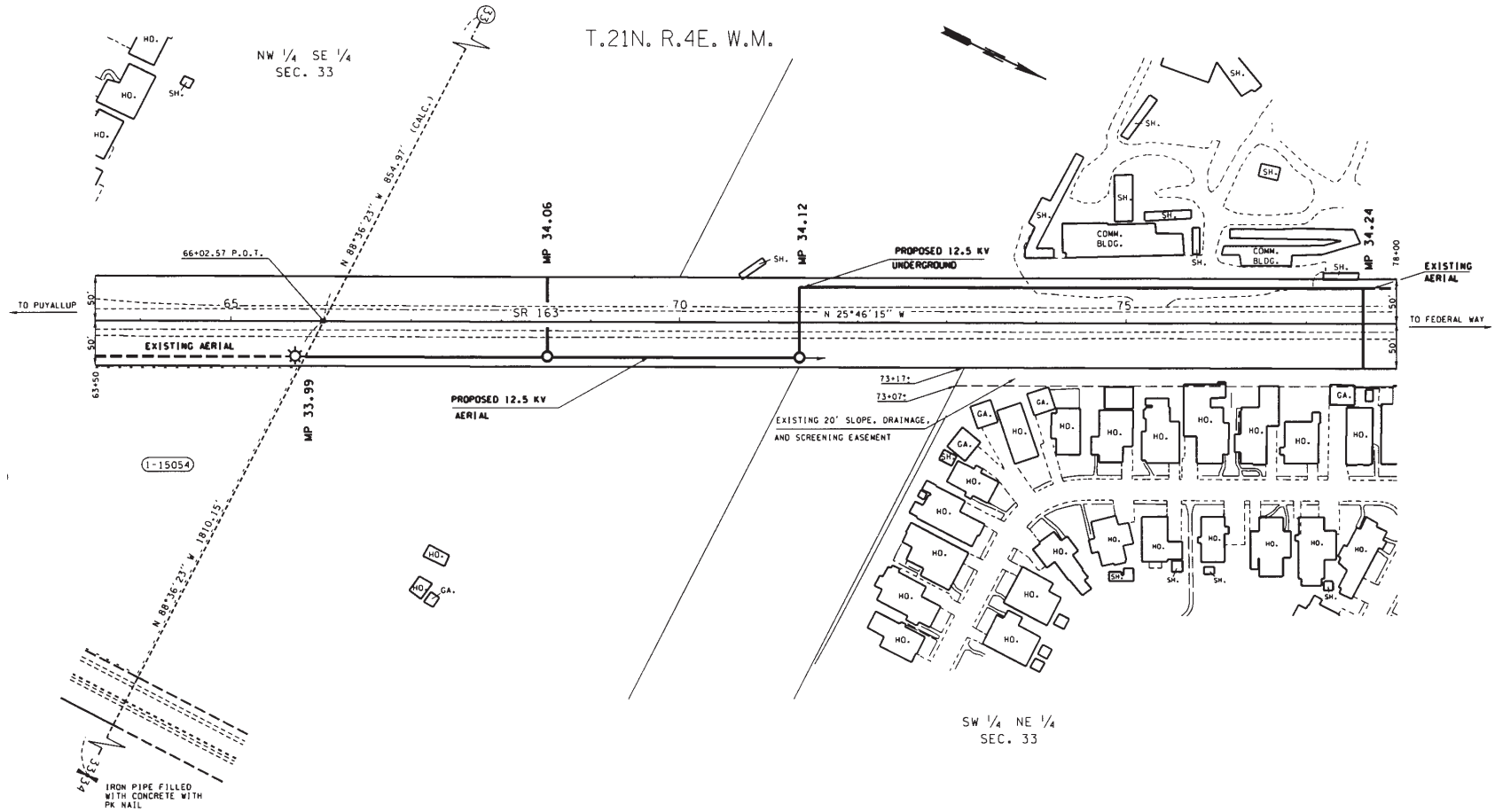

T.21N. R.4E. W.M.
NW 1/4 SE 1/4
SEC. 33
SW 1/4 NE 1/4
SEC. 33
N 88°36'23" W 854.97' (CALC.)
N 88°36'23" W 1810.15'
66+02.57 P.O.T.
MP 34.06
MP 34.12
MP 34.24
MP 33.99
PROPOSED 12.5 KV
UNDERGROUND
PROPOSED 12.5 KV
AERIAL
EXISTING
AERIAL
EXISTING AERIAL
TO PUYALLUP
TO FEDERAL WAY
SR 163
N 25°46'15" W
65
70
75
50'
63+50
78+00
73+17±
73+07±
EXISTING 20' SLOPE, DRAINAGE,
AND SCREENING EASEMENT
COMM.
BLDG.
HO.
SH.
GA.
1-15054
IRON PIPE FILLED
WITH CONCRETE WITH
PK NAIL

Exhibit Map

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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 OSC's Bridge and Structures Division.

Throughout this chapter, OSC refers to the Washington State Department of Transportation, Olympia Service Center.

.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 attributable 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 OSC 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 OSC review and approval, (i.e. a variance to department policy), the agreement will require OSC approval. Once the variance(s) is approved by the OSC 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 OSC 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 OSC 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 OSC 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 OSC 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 OSC Finance and Administration/Accounting Services. A preliminary engineering agreement not utilizing the standard preprinted form is submitted to the OSC 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 OSC 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 OSC 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 OSC 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 OSC 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 OSC Utilities Section review of the agreement and OSC 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 OSC 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 OSC 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 OSC Utilities Section.

.02 Agreement Processing for OSC Review and/or Approval

(a) Standard Form — OSC 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 OSC 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 OSC 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 OSC 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 OSC 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 OSC 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) OSC Approval

The OSC 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 OSC Utilities Section’s review and approval is completed, unless preapproved by the OSC Design Office.

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

Upon final execution, the OSC 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 OSC Review

The OSC 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 OSC Utilities Section review and approval is completed, unless preapproved by the OSC 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 OSC 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 OSC 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.), cross-arm — 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 = $\frac{\text{(b)}}{\text{(a)}}$ = _____%

   Utility Obligation = $\frac{\text{(c)}}{\text{(a)}}$ = _____%

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 OSC 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.

	Highway Owned by State	Highway Not Owned by State
The readjustment of utilities by utility forces at State expense (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 contractor 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:

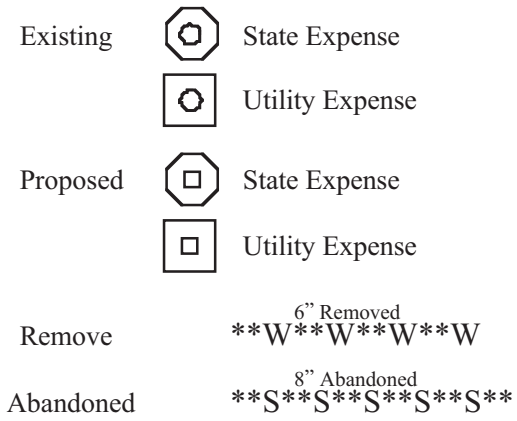
UT 0000	Preliminary Engineering	$ 3,000
UT 0000, Supplement 1	Construction	25,000
UT 0000, Supplement 2	Additional Construction	5,000
Total to Date		$33,000

.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:



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 OSC review and/or approval.

(a) Request a UT (Utility) agreement number from OSC 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 OSC 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 OSC Utilities Section's review and approval is completed, unless preapproved by the OSC 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 OSC 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 OSC 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 OSC approval, submit a completed DOT Form 130-005EF "Agreement Edit Information" when the agreement is sent to the OSC Utilities Section for review. Complete all appropriate sections, including the "Social Security" or "Federal Employers Identification Number" sections.

Reviews coordinated by the OSC 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 OSC 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 OSC.

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 OSC 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 OSC 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 OSC Utilities Section for AG approval, the OSC 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 OSC 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 associated with a highway project. If the project PS&E is being reviewed at OSC, a copy is forwarded to the OSC Project Development Section.

Note: The following sections, 2-7.03(b)2 through 2-7.04, do not apply for Region approved agreements.

2. **OSC Approval.** Region submits both the utility and State executed originals (State and utility) to the OSC 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 OSC, if not submitted previously, as noted in Section 2-7.02(a).

.04 OSC 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 OSC 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 OSC 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 OSC Utilities Section. The OSC Utilities Section requests FHWA concurrence in award of the contract. Upon notification of FHWA concurrence from the OSC 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 OSC 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 OSC 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 OSC 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.

2:P:DP/DM2
9807-0852

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 of 2

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

By Robert Smith

Title Manager, Field Operations

Date November 19, 1997

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By John Doe

Title Region Administrator

The funding for this project was approved under Work Order AA 1111
on the 5th 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 5th day of November, 1997.

Utility Engineer Bill Johnson

DOT [illegible]

Example 2-1, page 2 of 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).**

Example 2-2, Exhibit "A", page 1 of 4

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.

Example 2-2, Exhibit "A", page 2 of 4

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.

Example 2-2, Exhibit "A", page 3 of 4

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.

Example 2-2, Exhibit "A", page 4 of 4

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.

Example 2-2, Exhibit "B", page 1 of 6

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	= $_____

Example 2-2, Exhibit "B", page 2 of 6

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.

Example 2-2, Exhibit "B", page 3 of 6

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**

Example 2-2, Exhibit "B", page 4 of 6

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**

Example 2-2, Exhibit "B", page 5 of 6

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**

Example 2-2, Exhibit "B", page 6 of 6

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 24th 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 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]

Example 2-3, DOT Form 224-053EF, page 1 of 3

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.

Example 2-3, DOT Form 224-053EF, page 2 of 3

DOT [illegible]

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	**STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**
By [illegible]	By [illegible]
Title Manager, Field Operations	Title Region Administrator
Date [illegible]	

Example 2-3, DOT Form 224-053EF, page 3 of 3

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.

DOT [illegible]

Example 2-3, DOT Form 224-061EF, page 1 of 2

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	**STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**
By Robert Smith	By John Doe
Title Manager, Field Operations	Title Region Administrator
Date November 19, 1997	

DOT [redacted]

Example 2-3, DOT Form 224-061EF, page 2 of 2

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 27th 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 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.

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Emample 2-4, DOT Form 224-062EF, page 1 of 2

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	

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Example 2-4, DOT Form 224-062EF, page 2 of 2

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.

Example 2-4, Exhibit "B", page 1 of 2 (Metric)

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.

Example 2-4, Exhibit "B", page 2 of 2

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 27th 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

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Example 2-5, DOT Form 224-074EF, page 1 of 2

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	STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION
By Robert Smith	By John Doe
Title Manager, Field Operations	Title Right of Way Accommodations Engineer
Date November 12, 1997	

DOT [illegible]

Example 2-5, DOT Form 224-074EF, page 2 of 2

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

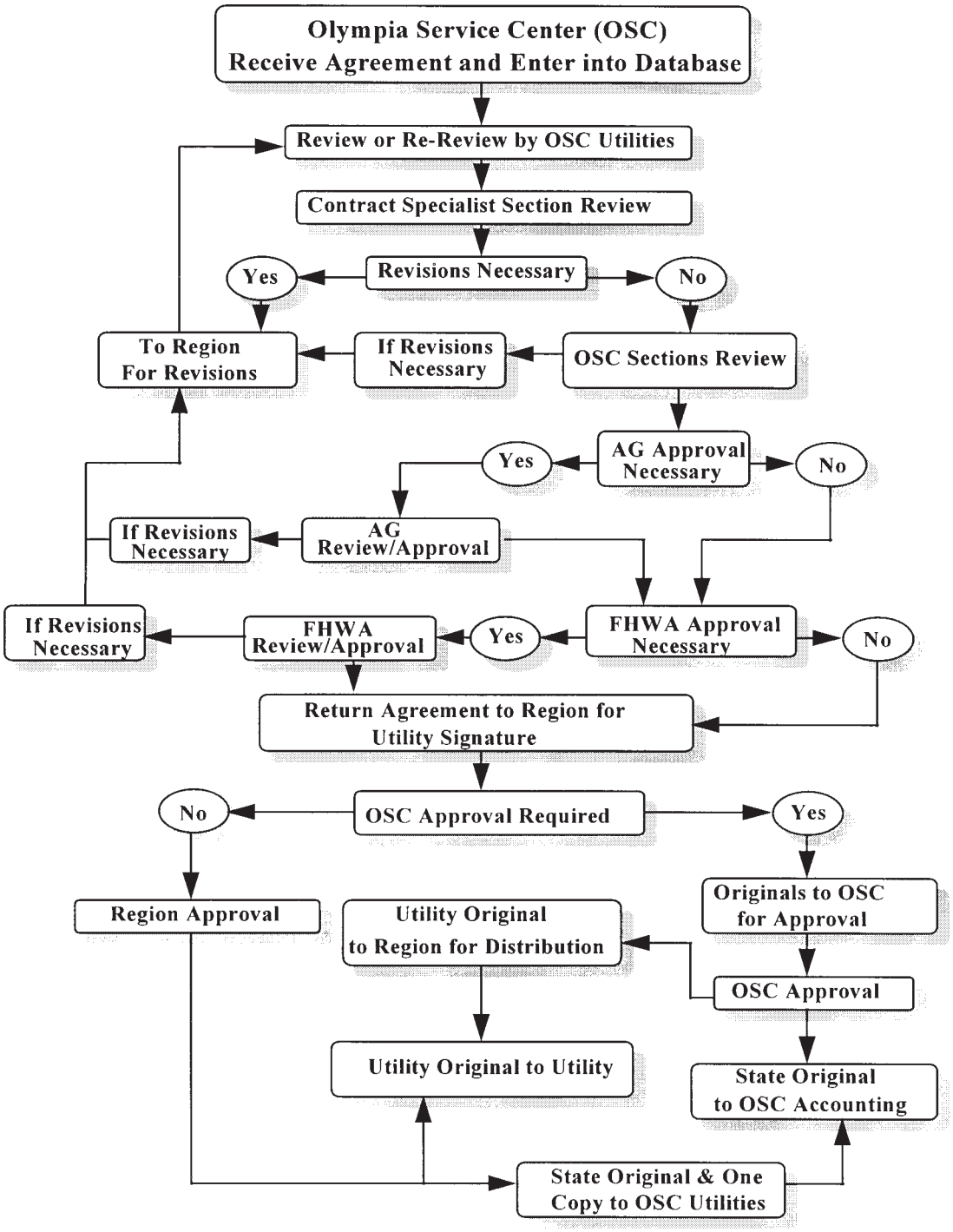
Date: _____

By: _____
Assistant Attorney General

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____

Example 2-6, Supplemental Agreements, Page 1 of 1



Flow Chart for Olympia Service Center 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, 1995

Transmital Checklist for Olympia Service Center Processed Agreements

CONTENTS

CHAPTER 3
RAILROADS

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Example 3-1 Railroad/Highway Grade Crossing Diagnostic Team Review Check List

Example 3-2 Washington Utilities and Transportation Commission
Petition for Construction or Improvement of a Grade Crossing

Example 3-3 Site Plan

Example 3-4 Highway-Railroad Grade Crossing Agreement (DOT Form 224-060)

Example 3-5 Washington Utilities and Transportation Commission
Petition for Abandonment and Closure of a Railroad Crossing

Example 3-6 Railway Protective Services Agreement (DOT Form 224-078)

CHAPTER 3
RAILROADS

3-1 GENERAL: Railroad negotiations require extended time and effort to complete and therefore need the earliest possible attention of District and Headquarters personnel. For projects, such as bridge widening projects or highway grade crossing projects, it usually takes six months to complete an agreement. For projects that impact the railways facilities, it is not uncommon for the agreement process to take two years.

Since the railroad is reimbursed for their costs involved with a highway project including preliminary engineering for the purpose of reviewing plans, etc., preliminary engineering (PE) funds to reimburse the railroad should be requested by the District at the same time the District requests PE funds for preparing the design report.

Each railroad has its own requirements as to construction, maintenance, haul road crossings, test hole digging, easements and clearances. It takes considerable time to obtain approval of these items from the different railroads; therefore, it is necessary that the District contact the Utilities/Railroad Engineer as early as possible to find out the specific requirements of the railroad involved.

When the work defined in the railroad agreement is performed by the state's contractor and/or the railroad company provides protective services, follow the contruction administration procedures found in the Construction Manual M41-01.

When the work defined in the agreement is performed by railroad forces or their contractor, follow the construction administration procedures found in this chapter.

Cities with a population exceeding 15,000 (first class cities) have jurisdiction over crossings on State Routes, subject to the Washington State Department of Transportation's (WSDOT's) approval. These cities are responsible for the installation, maintenance, operation, and control of railroad crossing traffic control devices, in accordance with RCW 47.24.92(913). First class cities are not controlled by the Washington Utilities and Transportation Commission (WUTC) and therefore a WUTC petition is not required.

3-2 HEADQUARTERS RAILROAD RESPONSIBILITY: The Utilities/Railroad Engineer 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 Authorizing preliminary engineering for the railroad.

.04 Reviewing and processing railroad agreements.

.05 Authorizing the railroad to begin work (following funding authorization).

.06 Assisting Districts in railroad matters.

.07 Preparing and distributing the Railroad Status Report.

.08 Assisting in railroad right of way matters. Primary responsibility for this function belongs to Headquarters Land Management.

3-3 **DISTRICT RAILROAD RESPONSIBILITY:** The District Administrator has assigned the District Utilities Engineer as the individual in the District responsible for railroad matters. The District Utilities Engineer is responsible for the following items:

.01 Advising the Utilities/Railroad Engineer of any project with railroad involvement at the project prospectus stage of the the project.

.02 Requesting fund authorizations for preliminary engineering, advance material procurement and construction, and maintaining work order files. A copy of the fund authorization should be sent to the Utilities/Railroad Engineer.

.03 Maintaining a record/files of District railroad involvements.

.04 Maintaining working contact with the Utilities/Railroad Engineer.

.05 Furnishing the Utilities/Railroad Engineer with complete information and plans (two copies of all plans, maps, attachments) for use in contacting the railroad in order to secure necessary agreements, approvals and information. The Utilities/Railroad Engineer keeps the Districts informed of any follow-up action required, including meeting with railroad officials if requested or required.

.06 When designated by the District Administrator, the Utilities Engineer is responsible to perform the construction administration of the agreement in accordance with Section 3-10.

3-4 **REPORTS AND MEETINGS:** A status report of railroad involvements is updated monthly to list all railroad involvements, excluding railroad right of way matters.

.01 Each District should review the Railroad Status Report and update any information as necessary. Particular attention should be directed to railroad work priority based on critical dates, such as the project advertising date.

.02 The Utilities/Railroad Engineer is responsible for arranging meetings when requested by the railroads or highway management.

3-5 **AGREEMENTS:** Formal agreements with the railroad are required on all projects involving railroads, except formal agreements are usually not required on a bridge painting project and an overlay project. When a formal agreement is necessary, the Utilities/Railroad Engineer will negotiate an agreement with the railroad for the work required.

.01 For bridge painting projects and overlay projects, refer to Sections 3-7 and 3-8.06.

.02 Formal railroad agreements are usually prepared by the Utilities/Railroad Engineer, then submitted to the railroad for finalization and execution. Authorization of preliminary engineering for the railroad is included in the submittal. The agreement is prepared in accordance with applicable sections of:

(a) FHPM 1-4-3, "Reimbursement for Railroad Work."

(b) FHPM 1-7-2, "Administration of Negotiated Contracts."

(c) FHPM 6-6-2-1, "Railroad-Highway Projects."

(d) FHPM 6-6-2-2, "Railroad-Highway Insurance Protection Required of Contractors."

(e) M 24-01, "Manual on Uniform Traffic Control Devices for Streets and Highways," Part VIII-Traffic Control Systems for Railroad-Highway Grade Crossings.

(f) M 22-01, "Design Manual," Chapter 930, Railroad Grade Crossings.

(g) Applicable State laws, including but not limited to: RCW 81.53 "Railroads - Crossings."

(h) FHWA "Traffic Control Devices Handbook."

.03 The following procedures outline the review, approval, and execution phases of railroad agreements after development, preparation, and negotiation of the agreement have been completed:

(a) Upon receipt of two originally signed agreements and final plans, specifications, and estimate (PS&E) as attached exhibits from the railroad company, the Utilities/Railroad Section reviews it for format and engineering acceptability.

1. One copy of the agreement is sent to a contract specialist for a review of financial acceptability.

2. The two originally signed agreements are sent to the Department's Chief Counsel for review and approval of agreement format and content as a legal and binding contract between the parties involved.

3. One copy of the agreement is sent to the FHWA for its approval on all projects on the Interstate Highway System and noncertification acceptance (CA) projects. Projects other than Interstate and non-CA may be eligible for Federal participation but do not require approval of the agreement by the FHWA; authorization is covered by certification acceptance procedures.

4. One copy of the agreement is sent to the District for review and concurrence.

5. One copy of the agreement is sent to Headquarters Plans for its information when related to the PS&E review for a project.

6. One copy of the agreement is sent to Headquarters Land Management when the agreement contains a right of entry clause or other language affecting right of way requirements.

.03 Upon satisfactory coordination of all reviews, the agreement is processed by the Utilities/Railroad Section for execution on behalf of the Department and then distributed as follows:

(a) Executed original to Finance and Budget Management for retention as the Departmental record of the agreement together with the Agreement Edit Information sheet.

(b) Duplicate original to the railroad.

(c) One copy to FHWA for projects involving Federal-aid on the Interstate Highway System and non-CA projects.

(d) One copy to the District responsible for the work involved. Upon receipt of an executed copy of the agreement, the District prepares and submits the "Work Order Authorization" to Program Management.

.04 Program Management provides the District and the Utilities/Railroad Section a copy of the executed "Work Order Authorization."

.05 Following receipt of the executed "Work Order Authorzation" and WUTC approved petition (required only when the project involves improvement to a railroad-highway grade crossing), the Utilities/Railroad Engineer authorizes the railroad company, in writing, to proceed with the work in accordance with the terms and conditions of the agreement. Copies of the authorization to proceed are sent to Finance and Budget Management Division, Program Management, and the District.

3-6 **GRADE SEPARATION STRUCTURE:** The District should contact the Utilities/Railroad Engineer as early as possible for each project that affects railroad facilities. The Utilities/Railroad Engineer will coordinate with the Bridge and Structures Branch.

.01 Sufficient information and plans must be provided by the District and Headquarters Bridge and Structures to permit the Utilities/Railroad Engineer to develop an agreement or ask the railroad company, in writing, to proceed with development of an agreement or to provide specific information.

.02 Any agreement developed is processed in accordance with Section 3-5. Headquarters Bridge and Structures is asked to review the agreement for acceptability.

3-7 **MAINTENANCE OF HIGHWAY OVERCROSSINGS:** If a bridge is covered by a construction maintenance agreement, the State has access to the structure for maintenance purposes as defined in the agreement. If access is needed from beneath the structure, which may be railroad property, that is dealt with by a separate instrument.

If an agreement does not exist for a particular structure, the State requests a temporary occupancy permit from the railroad.

.01 When working out a project for a bridge painter, the District works with the railroad roadmaster to determine the method of access and the extent of protective services that the railroad will require. The District sends this information to the Utilities/Railroad Engineer for coordination with the railroad.

.02 Minimum temporary clearances are 21 feet vertical (above the top of the rail) and 8 1/2 feet horizontal (measured from the track center line). This is a requirement of WUTC.

3-8 **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 when warranted.

.01 Grade crossing projects can be initiated by the WSDOT, a railroad company, or WUTC.

.02 Grade crossing projects are normally selected for improvement through one of the following methods:

(a) Part of a 3R project containing railroad crossing work.

(b) Federal categorical program (Program 130 Funding). Each biennium a diagnostic team reviews potential grade crossing improvement projects. Following that review, the crossings are prioritized by Program Management. Prioritization is based on ratings received for each crossing based on accident history and site evaluation (see EXAMPLE 3-1). Accident history may be actual or theoretical. Theoretical rating is based upon exposure (vehicle ADT, train ADT, and type of existing protection). Site evaluation consists of sight distance, skew angle, distractions in the vicinity of the crossing, and consideration of the transport of hazardous materials where there is a potential for danger to a large number of people. It is also important that grade crossing profiles accommodate vehicles with low vertical clearances. It is desirable that the surface of the highway be not more than 3 inches higher or 6 inches lower than the top of the nearest rail at a point 30 feet from the rail, measured at right angle thereto, unless the track superelevation dictates otherwise.

.03 Selected projects are processed in accordance with the following procedures:

(a) If a request for an on-site inspection is made, the Utilities/Railroad Engineer arranges for and conducts the inspection with representatives of the District, FHWA, the railroad, and WUTC.

(b) Once a project is selected, preliminary engineering funds for the reimbursement of the railroads engineering costs is requested by the District along with the fund request for state force work. The District submits a design report (not required for projects that are only upgrading signals from 8-inch to 12-inch roundals). If the grade crossing is within the limits of a proposed project, it is made part of the formal design report being prepared for the State's project. The design report for a project to

construct/improve crossing protection (e.g., signals, gates, illumination, rubber crossing, etc.) may consist of a transmittal letter and plan of the crossing. These projects are normally independent of any State work and are funded under FA Program 130. In either case, the following items are to be addressed (most of these items can be shown on a site plan along with the highway lane and shoulder widths, channelization, curbs, sidewalks, etc.):

1. Type (cantilever or shoulder mount) of existing and/or proposed signals; lens size of existing signals.

2. Lateral distance to existing or proposed signals/gates.

3. Lateral distance of cantilever arm and lights in relation to traffic lanes.

4. Condition (rideability) of crossing surface.

5. Minimum vertical clearance of cantilever type signals.

6. Existing or proposed guardrail location and type.

7. Fixed objects that are within the clear zone and in close proximity of the grade crossing (50 feet).

8. Horizontal and vertical alignment of the highway and railroad. A site plan (EXAMPLE 3-3) will fulfill the horizontal requirements. Profiles of the highway and railroad for a distance of 500 feet in each direction from the crossing are required only if there is a change in vertical alignment.

9. Illumination (Design Manual, Chapter 840).

10. Sight distance.

11. Environmental clearances (NEPA date, SEPA date).

12. Property right of the crossing. Superior right--railroad or State? A right of way certification will be required from Headquarters Land Management prior to construction funding approval.

(c) District submits to the Utilities/Railroad Section a completed original of form UTC-RR013, (EXAMPLE 3-2). All of the form must be completed with exception of section 11. Form UTC-RR013 is comprised of Petition, Interrogatories, and Waiver of Hearing by Respondent. The District must also include, as appropriate, two copies of the following information:

1. Plan showing grade crossing with both highway and railroad alignment and right of way widths. Include angle of railroad to highway.

2. Profile of highway for minimum of 500 feet each side of crossing. Projects requiring a change in railroad grade must also include a profile of the railroad for a minimum distance of 500 feet each side of the crossing.

3. Typical roadway cross-section of the improvement showing lane and shoulder widths as well as surfacing materials and depths.

(d) When the approved design report is received, along with approved work order authorization for the PE and advance ordering of materials, the Utilities/Railroad Section prepares the standard form agreement (EXAMPLE 3-4), to include estimate of cost, site plan (from the design report), and vicinity map. The District is responsible for requesting additional PE funds and funds for advance material procurement when the design report is approved.

(e) The Utilities/Railroad Section submits the standard form agreement (form UTC RR013) and letter of authorization to proceed with preliminary engineering and advance material procurement to the railroad company and asks them to complete the agreement and final PS&E for providing protection/improvement at the crossing, to sign the agreement, complete section 11 of the form, execute the Waiver of Hearing, and file form UTC RR013 with the WUTC for approval and granting of the order for the project.

1. If the railroad will not execute the Waiver of Hearing, the Utilities/Railroad Engineer arranges for a conference including all necessary people to resolve the problem. If this fails, the Petition is filed without execution by the railroad and WUTC is requested to serve the Petition on the railroad and hold a hearing if necessary.

(f) Upon receipt of the railroad agreement with the final PS&E attached as exhibits by the Utilities/Railroad Section, it is processed in accordance with Section 3-5.

.04 Deteriorated public grade crossings are the maintenance responsibility of the railroad. The area of railroad responsibility is 1 foot outside the rails and includes the area in between. On two or more lines the railroad responsibility consists of 1 foot outside the outermost rails and includes the area between the lines. When advised of the deteriorated condition of a public grade crossing, the Utilities/Railroad Engineer will notify the railroad, requesting that they inspect the crossing and perform maintenance to bring the crossing up to acceptable standards.

.05 Because the railroad is required to maintain the track crossing as noted above, the State does not dictate to the railroad which type or supplier shall be used for the rubber crossing material. However, when requesting a rubber crossing from the railroad, WSDOT must inform the railroad whether a detour route is available or whether the road must stay open to traffic with only one half of the roadway closed at a time. This may determine the type of rubber crossing ordered by the railroad.

.06 For coordination of State or railroad work at highway-railroad grade crossings within the limits of a paving contract or for minor widening projects (if acceptable to the roadmaster), the following procedures apply:

(a) The District contacts the railroad roadmaster and arranges for a field review of the crossing.

(b) If the parties agree that the crossing needs work, and the roadmaster agrees to coordinate railroad work with the State's project, the following can be accomplished without a formal agreement:

1. Work by the State at State expense:

   a. Provide standard railroad insurance requirements in the State's contract.

   b. Pave the crossing (approximate depth 8 inches above top of tie).

2. Work by railroad at railroad expense:

   a. Remove asphalt, planking, etc.

   b. Rehabilitate crossing as determined necessary by the railroad, such as replace ties, replace or add ballast, replace rail, provide inner flangeway rail (outer flangeway rail optional).

   c. Provide flaggers, as necessary, during State's paving of the crossing.

(c) Following general agreement on the above, the District advises the Utilities/Railroad Engineer, through the District Utilities Engineer, of the following:

1. Crossing location (provide two copies of a vicinity or plan sheet showing crossing).

2. Identify crossing by SRMP and DOT number.

3. Date of field review.

4. Name of roadmaster.

5. Comments/result of meeting.

6. Project description, nature of work at crossing.

(d) The Utilities/Railroad Engineer notifies the railroad (Public Works Engineer), advises them of the proposed arrangements, and requests formal approval.

(e) Following receipt of formal approval, the Utilities/Railroad Engineer advises the District Utilities Engineer.

0.7 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 may be required in connection with construction of highway projects located wholly or partly within railroad right of way.

.01 As part of the PS&E development, the District contacts the Utilities/Railroad Section and requests assistance in obtaining the railroad company's requirements for insurance and flagging on a particular project. The District must furnish sufficient information and appropriate plans to enable the railroad to evaluate the extent of potential damage/risk to railroad property and facilities.

.02 Following notification of the railroad's insurance and flagging requirements, the Utilities/Railroad Engineer will so notify the District, Headquarters Plans, and Finance and Budget Management.

.03 When the flagging costs will exceed the amount the contractor is responsible for as shown in the PS&E General Special Provision, the standard form agreement (EXAMPLE 3-6) is prepared following the grade crossing agreement process.

3-10 CONSTRUCTION ADMINISTRATIVE RESPONSIBILITY FOR RAILROAD-HIGHWAY GRADE CROSSING PROJECTS: The District Administrator is responsible for all work associated with a railroad agreement, from date of authorization for the railroad to proceed with the work through final completion of the work, subsequent closing of the agreement, and completion of final audit. Records in the form of a diary and supplemental reports of work performed by the railroad must be maintained by the District to ensure sufficient justification for payment. The records must be sufficient to withstand the test of audit. Upon receipt of the executed agreement, the District Administrator appoints either a Project Engineer or other office to supervise the work to be accomplished, and notifies the Utilities/Railroad Engineer of this appointment.

.01 The Headquarters Utilities/Railroad Engineer will notify the District Utilities Engineer of the construction schedule received from the Railroad. The District Utilities Engineer will notify the office that will oversee the construction of railroad work with instructions to contact the Railroad's project representative to confirm the construction schedule and to maintain a line of communication at the project level.

.02 The office which will oversee the construction is required to document the work performed by the railroad to ensure that the railroad's billing can be verified, thereby leaving an audit trail. This documentation may be performed by random oversight which is defined as on-site reviews two or three times a week while the railroad is working.

(a) The documentation should be a record in the form of a diary and supplemental reports of the work performed by the railroad. This record shall be sufficiently complete to establish a record of the following:

1. Number and general type of labor and supervision, and number of hours chargeable to the agreement work.

2. Number and type of major items of equipment used and number of hours chargeable to the agreement work.

3. Description of work accomplished.

4. Major items of material installed.

5. Major items of material removed and disposition: i.e., salvage, scrap, junk.

6. Details concerning any changes or extra work or other conditions affecting the work.

.03 Progress billings for work completed are mailed in triplicate from the railroad company to the Headquarters Utilities/Railroad Engineer who sends them to the District Utilities Engineer. The District Utilities Engineer arranges for payment directly to the railroad following assurance that the billing is consistent with work completed.

.04 Within 30 days of project completion, the Railroad will by letter, notify the Utility/Railroad Engineer that construction is completed.

.05 The Utilities/Railroad Engineer requests final billing from the railroad and sends copies of the notice to the District, Finance and Budget Management, FHWA, and WUTC.

3-11 CONSTRUCTION DRAWINGS: Railroad structures built by the State's contractor require the railroad company's approval of the construction plans, drawings, procedures, and changes thereto. Such approvals may include steel fabrication shop drawings, welding procedures, falsework plans, etc.

.01 The Utilities/Railroad Engineer provides liaison between the Bridge Construction Plans Engineer and the railroad company.

.02 The Bridge Construction Plans Engineer provides the required number of copies of plans, drawings, and procedures to the Utilities/Railroad Engineer for acquiring railroad approval.

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.

.01 Headquarters Land Management is responsible for obtaining property rights from the railroads. The Utilities/Railroad Engineer assists as needed.

(a) On projects involving acquisition of rights of way over, across, and upon railroad operating lands, nonoperating and/or abandoned properties, appropriate appraisal techniques as determined by Land Management are used to determine the amount to be offered to the railroad, with the minimum offering being $500.

3-13 PIPE, POLE, OR WIRE LINE OCCUPANCY PERMIT: These permits are completed on railroad application forms by the District and submitted by the District to the railroad. The District should emphasize to the railroad the mutual benefits for the requested crossing, in which case there would be no charge for the permit.

.01 The District keeps track of the various permits issued by assigning each one a District service agreement number.

3-14 ABANDONED RAILROAD GRADE CROSSINGS: Upon notification that a railroad line has been abandoned (taken out of service), tracks and signals at a grade crossing should be removed as soon as possible.

.01 Notification of railroad abandonment may come:

(a) As a letter to the Department from the railroad company advising of the abandonment.

(b) As a result of the District requesting that the Utilities/Railroad Engineer ask the railroad company of the status of what appears to be an abandoned or unused railroad track and right of way.

.02 Upon notification from the railroad company, the Utilities/Railroad Engineer advises the District of any abandoned railroad crossings or trackage.

.03 WUTC requires that form F-202 (EXAMPLE 3-5), be filed with it for any proposed railroad grade crossing abandonment and closure. This includes crossings that are being reconstructed on new alignment and separations that are constructed to replace a grade crossing.

(a) The District submits to the Utilities/Railroad Section a completed original of form F-202, including sufficient detail to indicate why the crossing must be closed.

(b) The Utilities/Railroad Section submits the completed form to the railroad company for execution of the Waiver of Hearing and requests that they file the Petition, Interrogatories and Waiver of Hearing with WUTC for approval.

(c) If the railroad company will not execute the Waiver of Hearing, procedures in Section 3-8.03(e)1 are followed.

.04 As a general rule, the railroad company is responsible for removal of railroad-owned facilities such as tracks and ties, and for railroad-owned signals. The State is responsible for removal of signals, if State-owned, and other work associated with improvement of the crossing. Ownership of the signals vests in the railroad or the state whichever one paid for the signals as specified in the formal agreement under which the signals were installed. Removal of an abandoned grade crossing may be eligible for Program 130 Federal Safety funds.

.05 The District is responsible for evaluating future right of way needs and initiating a fee acquisition request to purchase abandoned railroad right of way. This request is submitted to Headquarters Land Management.

3-15 ABANDONED RAILROAD GRADE SEPARATIONS: Upon notification that a railroad line has been abandoned (taken out of service), grade separation structures may need to be removed as soon as possible.

.01 Notification of railroad abandonment may come:

(a) As a letter to the Department from the railroad company advising of the abandonment.

(b) As a result of the District requesting that the Utilities/Railroad Engineer ask the railroad company of the status of what appears to be an abandoned or unused railroad grade separation.

.02 Upon notification from the railroad company, the Utilities/Railroad Engineer advises the District of any abandoned railroad grade separations and whether removal is the Department's or the railroad's responsibility.

.03 The Utilities/Railroad Engineer contacts other District Utilities Engineers and asks them whether the structure can be reused elsewhere by the State or by a local agency.

.04 When the Department is responsible for the removal, the District schedules and budgets a bridge removal project. When the railroad is responsible for removal, the District coordinates removal work with the railroad.

.05 As a general rule, the railroad company is responsible for removal of railroad-owned facilities such as tracks and ties, and for railroad-owned signals and bridges. The State is responsible for removal of signals, if State-owned.

.06 As a general rule, if the railroad company constructed the structure, they are required to remove it. If the State constructed the structure, the State is required to remove it, unless the construction and maintenance agreement with the railroad company specifies that the railroad owns the structure.

3-16 TEMPORARY RAILROAD CROSSINGS: Temporary at-grade crossings of a railroad line are often required as the result of a highway construction project. The use of a temporary crossing is normally attributable to construction of a separation structure or for use by the State's contractor as a haul road.

.01 The District submits the request for a temporary crossing to the Utilities/Railroad Section.

.02 The Utilities/Railroad Engineer forwards all requests to the railroad for approval. The railroad may prepare a permit or agreement covering the terms and conditions for use of the temporary crossing.

.03 Upon receipt of the railroad's requirements for use of the temporary crossing, the Utilities/Railroad Engineer requests that the District provide the necessary data in order to proceed with obtaining the permit or agreement. The Utilities/Railroad Engineer then processes the data in accordance with Section 3-5.

3-17 RAILROAD BILLINGS: The railroad submits its billings directly to the Headquarters Utilities/Railroad Engineer, who forwards them to the District Utilities Engineer. The District Utilities Engineer or the office assigned to administer the agreement is responsible for ensuring that the costs billed by the railroad are accurate and in conformance with the agreement. The preliminary and construction engineering costs should be clearly indentified on the billing. Also ensure that costs billed for railroad flagging are properly segregated and deducted from the contract and paid as an accounts payable disbursement, or, if the costs are not the responsibility of the contractor, that they are charged against the appropriate agreement.

Any payment of invoices for railroad flagging, for monies that have been deducted from the contractor, should be clearly marked as "railroad flagging, accounts payable disbursement."

1:D:UM3

HIGHWAY-RAILROAD GRADE CROSSING DIAGNOSTIC TEAM REVIEW

DATE OF REVIEW

LOCATION DATA

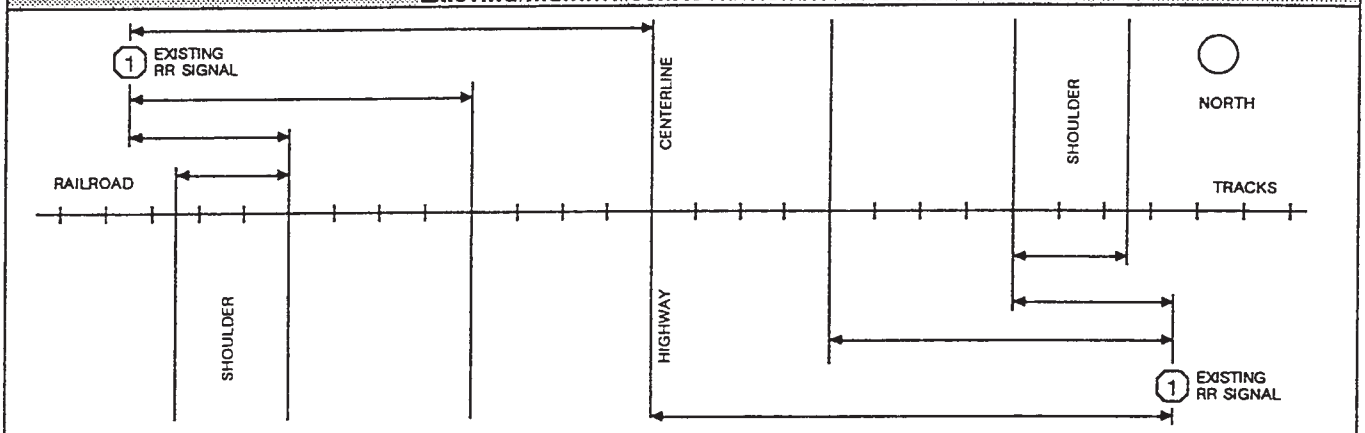
SR	CS	SRMP	DISTRICT	GRADE CROSSING IDENTIFICATION		
AAR/DOT NO.		WUTC NO.		RAILROAD	RRMP	RR STA.
BRANCH/LINE NAME						

OPERATIONAL CHARACTERISTICS

HIGHWAY ADT	PERCENT TRUCKS	TRAIN ADT	NIGHT THROUGH	SWITCHING	TRAIN SPEED	AMTRAK MOVEMENTS PER DAY

FIVE-YEAR ACCIDENT DATA				EXISTING CROSSING SURFACE		
TOTAL ACCIDENTS	PD	PI	FATALITIES	RAIL	TYPE	CONDITION

EXISTING HIGHWAY CONFIGURATION AT CROSSING



RECOMMENDATIONS

Are improvements to the crossing recommended? ☐ YES ☐ NO

If NO, explain: _____

If YES, what improvements?

☐ Sight Improvement _____

☐ Crossing Surface _____

☐ Roadway Approaches _____

☐ Highway Traffic Signals _____

☐ Crossing Signals _____

☐ Crossing Closure _____

☐ Illumination _____

☐ Other _____

DOT 224-088 (4/88)

Example 3-1
M22-87
Revised 5/90

APPROACH DATA

SPEED LIMIT _____

GRADIENT

☐ UP ☐ DOWN ☐ LEVEL

CURVATURE

☐ RT ☐ LEFT ☐ STRAIGHT

NO OF DRIVEWAYS WITHIN 200' _____

DISTANCE TO NEXT INTERSECTION _____

ADVANCE WARNING

☐ SIGN

☐ FLASHERS

☐ NONE

VEGETATION IN QUADRANT

☐ HEAVY

☐ LIGHT

☐ NONE

HIGHWAY NO. _____

GRADE CROSSING ID NO. _____

INDICATE NORTH

VEGETATION IN QUADRANT

☐ HEAVY

☐ LIGHT

☐ NONE

NO. OF TRACKS

INDICATE APPROXIMATE CROSSING ANGLE ON DASHED LINE

SIGNAL TYPE

☐ CROSS BUCK

☐ REF. CROSS BUCK

☐ STOP SIGN

☐ FLASHER

☐ BELLS

☐ WIGWAGS

☐ AUTOMATIC GATES

☐ ILLUMINATION

VEGETATION IN QUADRANT

☐ HEAVY

☐ LIGHT

☐ NONE

VEGETATION IN QUADRANT

☐ HEAVY

☐ LIGHT

☐ NONE

ADVANCE WARNING

☐ SIGNS

☐ FLASHERS

☐ NONE

SR NO.

APPROACH DATA

SPEED LIMIT _____

GRADIENT

☐ UP ☐ DOWN ☐ LEVEL

CURVATURE

☐ RT ☐ LEFT ☐ STRAIGHT

NO OF DRIVEWAYS WITHIN 200' _____

DISTANCE TO NEXT INTERSECTION _____

Example 3-1

SR _____

LOOKING _____

_____

_____

_____

_____

LOOKING _____

_____

_____

_____

_____

LOOKING _____

_____

_____

_____

_____

DOT 224-088 (4/88)

Example 3-1

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

State of Washington Department of Transportation	Petitioner	No. _____ **PETITION**
vs.		Roadway Name SR 2
		W.U.T.C. Crossing No. 1X 101.1
Burlington Northern Railroad Company	Respondent	D.O.T. Crossing No. 66-106E

Application is hereby made to the Washington Utilities and Transportation Commission for an order (check one or more of the following)

[x] directing the reconstruction (construction–reconstruction–relocation) of a grade crossing;

[ ] directing installation of automatic grade crossing signal or other warning device (other than crossbucks) at a **new crossing**;

[x] directing upgrading (replacing–changing–upgrading) the method and manner of warning devices at an **existing crossing**;

[ ] allocating funds from the "grade crossing protective fund" for _____ (installation and/or maintenance) _____ of active warning devices;

[x] authorizing the construction of the project, funding to be pursuant to the Surface Transportation Assistance Act in cooperation with the Washington State Department of Transportation ~~State Aid Division~~,

at the railroad grade crossing described in the following interrogatories and answers which are hereby made a part of this petition. The application filed herein seeks the relief(s) specified above by (check one of the following)

[ ] hearing and order. [x] order without hearing.

[ ] Yes [X] No Has application for funding, pursuant to Surface Transportation Assistance Act been made to the State Aid Office for this project?

[ ] Yes [ ] No If answer is yes to the question above, has the funding requested under the Surface Transportation Assistance Act been denied?

State of Washington

Department of Transportation

_____

(Petitioner)

Utilities/Railroad Engineer
Transportation Building

(Street Address)

Olympia, Washington 98504 MS KF-01

(City–State–Zip Code)

(See instructions on page 7)

INTERROGATORIES

State name of highway and railway at crossing intersection:

Existing or proposed highway SR 2 mile post 197.34

Existing or proposed railway BNRR mile post _____

Located in SE ¼ of the NE ¼ of Sec. 17, Twp. 25N, Range 29E W.M.

WUTC crossing number 1X 101.1 DOT crossing number 66-106E

Street _____ (if applicable) Town _____ (if applicable) County Grant

2. (Complete this section with information from the Design Report.)

Character of crossing (indicate with X or numbers where applicable):

(a) Common Carrier ( ) Logging or Industrial ( )

(b) Main Line ( ) Branch Line ( ) Siding or Spur ( )

(c) Total number of tracks at crossing ( )
(Note: A track separated 100 feet or more from another track constitutes a separate crossing.)

(d) Operating maximum train speed

Passenger ( ) MPH
Freight ( ) MPH

Legal maximum train speed

Passenger ( ) MPH
Freight ( ) MPH

(e) Actual or estimated train traffic in each 24 hours.

Passenger Trains ( ) Freight Trains ( )
(Note: Round trip counted as two trains.
Include number of switch movements, if any.)

3.

Character of Roadway:

(a) State Highway–Classification Principal Arterial

(b) County Highway–Classification _____

(c) City Street–Classification _____

(d) Number of traffic lanes existing in each direction (1)
Number of additional traffic lanes proposed (0)

(e) Posted vehicle speed limit
Automobiles 55 MPH Trucks 55 MPH

(f) Estimated vehicle traffic in each 24 hours:

Current total 850, including 105 trucks and 6 school bus trips.

Projected total in 20 years 1700, including 213 trucks and 8 school bus trips.

4.

(a) If temporary, state for what purpose crossing is to be used and for how long.

N/A

(b) If temporary grade crossing, will you remove the crossing at completion of operations?

N/A

5.

Attach one or more prints showing a vicinity map and a layout of railway and highway as well as profiles of each, showing in addition to profile, per cent of grade, for 500 feet, of highway and railway when approaching crossing from all four directions. On this print spot and identify obstructions of view located in all four quadrants. Provide a traffic control layout showing the location of the existing and proposed signing of the intersection.

6.

(a) State whether or not a safer location for a grade crossing exists within a reasonable distance in either direction from the proposed point of crossing and if so, what reason, if any, why such safer location should not be adopted, even though it be necessary to relocate a portion of the highway—or railway if proposed new construction.

No safer location within a reasonable distance.

(b) Are there any hillsides, earth, or other embankments, buildings, trees, orchards, side tracks (on which cars might be spotted), loading platforms, etc., in the near vicinity not practicable to move, which will obstruct view and which can be avoided by locating proposed crossing a reasonable distance therefrom by diverting the highway (or railway alignment if proposed construction), and would it be practicable to do so?

Terrain obstructions in the vicinity will be removed.

7.

(a) Is it practicable to construct and use an over or under crossing at the intersection of said railway and highway? If not, state why.

No. Traffic volumes do not warrant the cost of a separation.

(b) Does the railway line at any point in the vicinity of the proposed crossing pass over a fill or trestle or through a cut where it is practicable to construct an under or over crossing, even though it be necessary to relocate a portion of the highway to reach such point?

No.

(c) If a suitable place for an under or over crossing exists in the vicinity of the proposed crossing, state the distance and direction from the proposed crossing and approximate cost of construction, and what, if any, reason exists why same should not be constructed.

N/A

8.

(a) State approximate distance to nearest public or private crossing in each direction of railroad involved herein.

1.7 miles west 2.2 miles east

(b) If an existing crossing in near vicinity, or more than one crossing is proposed, is it practicable to divert highways served and to be served by existing and proposed crossings thus eliminating necessity for more than one crossing?

N/A

(c) If so, state approximate cost of highway relocation to effect such changes.

N/A

(d) Will the proposed crossing eliminate the need for an existing crossing or crossings in the vicinity? If so, state direction and approximate distance to such crossing or crossings.

N/A

(e) If this crossing is authorized, do you propose to close the existing crossing or crossings as indicated in item "d" above?

N/A

9.

(a) Is it practicable to provide a 25 foot level grade crossing on both sides from center line of railway at point of crossing?

Yes

(b) If not, state in feet level grade practicable to obtain.

(c) Is it practicable to obtain an approach grade to such level grade of not to exceed five per cent? If not, state why and percent approach grade possible.

Yes

10.

Do you know of any reason not appearing in any of the answers to these interrogatories why the proposed crossing should not be made at grade or at the point proposed by you? If so, please state same fully.

No

Interrogatories 11 and 12 are to be completed only if this petition involves installation, replacement or changing of automatic grade crossing signal or other warning device, other than sawbucks.

11.

(a) State, in detail, the number and type of automatic signals or other warning devices (other than sawbucks) proposed to be installed. (This portion should be filled in only after conference between the railroad and the petitioning local governmental agency.

Install automatic flashing light traffic control devices, cantilever type, with motion sensing equipment.

(b) State an estimate of the cost for installing the signals or other devices proposed, as obtained from the respondent railroad company . . . . . $ _____

(c) State a cost estimate for maintaining the signals or devices for 12 months, as obtained from the respondent railroad company . . . . . $ _____

(d) If this is an existing crossing, what will the proposed protection replace in the way of existing devices?

(e) As the petitioner, are you prepared to pay or will you promise to pay to the respondent railroad company, your share of the cost of installing the warning devices proposed as provided by law?

Yes X No _____

12.

Furnish a brief statement of why the Public Safety requires the installation of the automatic signals or other devices as proposed.

This installation of automatic signals will increase the safety to the traveling public.

Example 3-2

WAIVER OF HEARING BY RESPONDENT

Having investigated the conditions existing at and in the vicinity of the point where it is proposed (check one or more, as appropriate)

☐ to _____ the grade crossing described within,
(construct–reconstruct–relocate)
and being satisfied that such conditions are substantially as described in the within interrogatories and answers thereto, and that the application should be granted,

☐ to _____ automatic grade crossing signals or other
(install new–upgrade–replace)
warning devices described herein, and being satisfied that conditions are substantially as related within the interrogatories and answers thereto, and that signals or devices described in interrogatory 11(a) should be installed, and the cost of installation should be ..... $ _____

☐ subject to approval of an apportionment pursuant to the Surface Transportation Assistance Act by the Washington State Department of Transportation State Aid Division,

☐ (other; specify)

hearing in this proceeding is hereby waived and an agreed order may be entered by the Washington Utilities and Transportation Commission without further notice.

Dated at _____, Washington, on the ___ day of _____, 19___.

_____
Respondent

By _____

INSTRUCTIONS

General

Petition forms with the **interrogatories fully and correctly** answered should be filed with the Washington Utilities and Transportation Commission, Highways–Licenses Building, Olympia, Washington 98504. Blank forms may be obtained from the same address. All pleadings herein shall conform with section 5 (WAC 480–08–050) of the Commission's Rules of Practice and Procedure.

Number of Copies

File the original and one copy if the "Waiver of Hearing by Respondent" is filled out. If petitioner intends that the Commission serve the respondent, the original and two copies should be filed. If the petitioner makes service upon the respondent, an affidavit of service in conformity with the requirements of section 6.5 (WAC 480–08–060(5)) of the Commission's Rules of Practice and Procedure must be filed.

Parties Who May Petition

In general, the following may file or respond to a petition: The highway authorities (city, county or state), the railroad companies, and some state agencies with lawful authority to construct and maintain public highways (RCW 81.53.030). In situations where there may be more than one party of interest as either a petitioner or a respondent, all parties should be joined. Petitions submitted by counties must be signed by at least two members of the Board of County Commissioners.

Waiver of Hearing by Respondent

The proceeding can usually be expedited by submitting the application to the respondent and securing the execution of the "Waiver of Hearing by Respondent" at the bottom of the form. As an alternative, respondent may file a separate "Answer". If the pleadings show that the respondent has no objection, an order may be entered without hearing at the discretion of the Commission, unless the public interest appears to require hearing and unless hearing is required under the terms of section 81.53.060 RCW. In all other cases, the petition will be set for hearing.

Crossing Construction

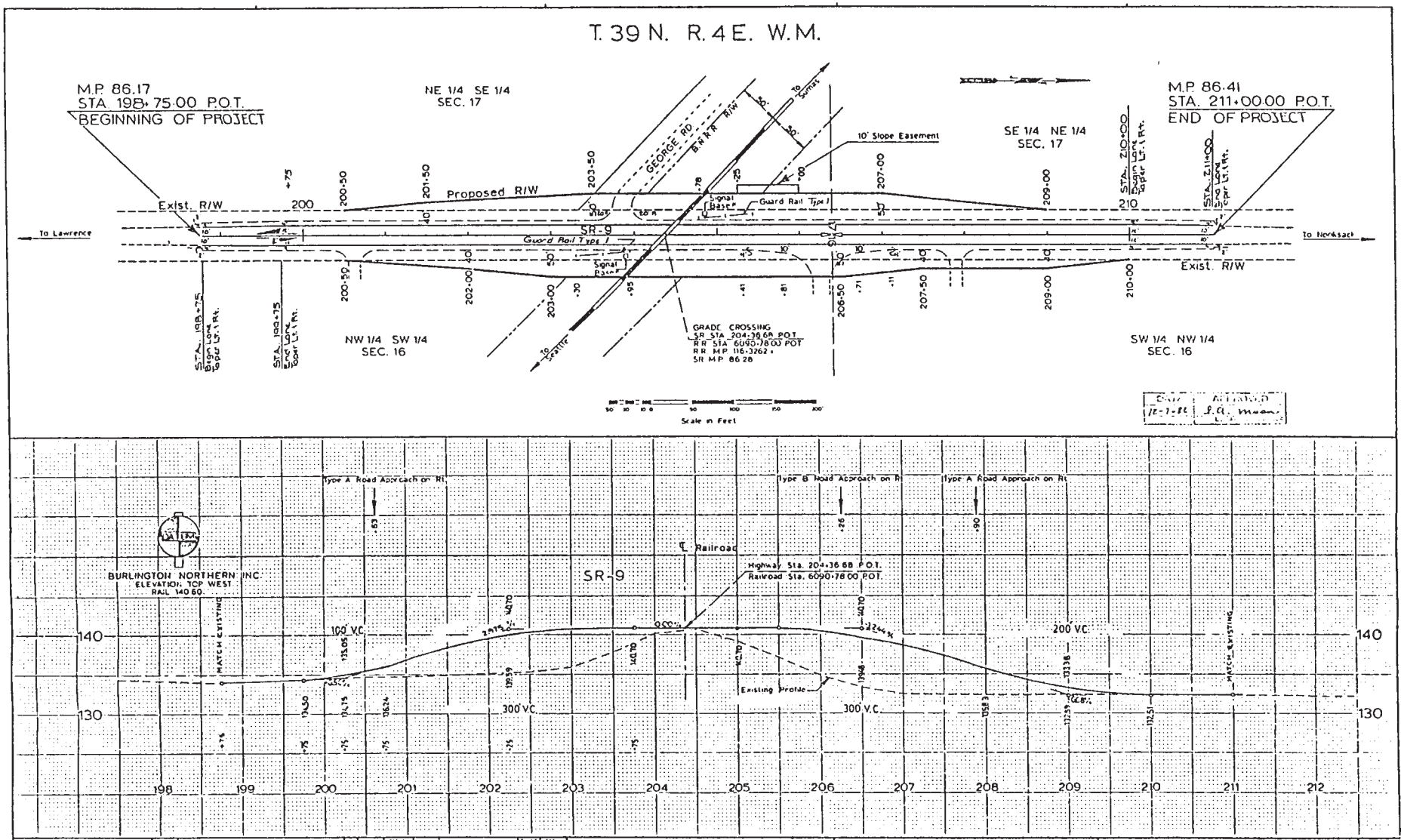
Applications for crossing over state highways should be submitted in duplicate to the District Highway Engineer in the locality for his recommendation to be attached and forwarded to the State Department of Transportation Secretary, Olympia.

Petitioner, after having been granted authority by the Commission to construct a crossing, must acquire right of way or easement from respondent inasmuch as the order of the Commission merely relates to public safety and grants only the right to cross, subject to acquiring a right of way or easement from respondent.

Time for Replying to a Petition

A petition not answered within 20 days of the date of service, shall be deemed denied and will be set for hearing. If a qualified or conditional answer is filed by the respondent, the petitioner may file a "Reply" within 10 days of the date the "Answer" is served.

(PLEASE DISCARD THIS SHEET BEFORE FILING PETITION)



Example 3-3
M22-87
Revised 5/90

HIGHWAY-RAILROAD GRADE CROSSING AGREEMENT

RAILROAD COMPANY AND ADDRESS

WSDOT BILLING ADDRESS

AGREEMENT NUMBER

STATE ROUTE	CONTROL SECTION NUMBER	DISTRICT NUMBER

SECTION/LOCATION

ESTIMATED COST

RAILWAY'S REFERENCE

DESCRIPTION OF IMPROVEMENTS AND DIVISION OF WORK

A. Work to be performed by the RAILWAY, or its contractor, at STATE expense (included in the Estimate of Cost):

1.

B. Work to be performed by the RAILWAY, or its contractor, at RAILWAY expense (not included in the Estimate of Cost):

1.

C. Work to be performed by the STATE, or its contractor, at STATE expense (not included in the Estimate of Cost):

1.

Example 3-4
M22-87
Revised 5/90

THIS AGREEMENT, made and entered into this _____ day of _____, 19 _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE", and the above named Railroad Company, hereinafter called the "RAILWAY".

WHEREAS, the STATE desires that the above described improvements be constructed at the referenced location, and

WHEREAS, it is deemed to be in the best public interest for the RAILWAY, as owners of the track or tracks, to perform specific work as herein described, and

WHEREAS, the STATE is obligated to reimburse the RAILWAY for all or part of the costs incurred by the RAILWAY in undertaking specific work as herein described.

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

This AGREEMENT will be governed by the applicable sections of Title 23, U.S. Code, Highways; Federal-Aid Highway Program manuals, Volume 1, Chapter 4, Section 3; Volume 1, chapter 7, Section 2 and amendments thereto. These references are incorporated hereby and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

II
DIVISION OF WORK

The STATE and the RAILWAY will perform the work as set forth in the above "Description of Improvements and Division of Work".

The RAILWAY will provide all the work, labor, materials and services to install warning devices and/or perform other work as described and set forth in the "Description of Improvements and Division of Work". A site plan labeled Exhibit "B", attached hereto and by this reference made a part of this AGREEMENT, further described the proposed improvements.

The RAILWAY agrees that it will follow the provisions of Article 1 when selecting the services of a consultant or contractor or both. The RAILWAY's contract with the consultant or contractor or both is subject to approval by the STATE.

If work is to be performed by the STATE as described in this AGREEMENT, the RAILWAY hereby grants the STATE permission to enter upon the RAILWAY'S property for the purpose of performing said work.

III
AUTHORITY TO BEGIN WORK

The RAILWAY 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 RAILWAY agrees to notify the STATE approximately one week prior to beginning work on the site.

IV
PAYMENT

The STATE, in consideration of the faithful performance of the work to be done by the RAILWAY, agrees to pay the RAILWAY actual direct and related indirect costs accumulated in accordance with a work order accounting procedure as prescribed and approved by the ICC Uniform System of Accounts, or its equivalent.

An itemized estimate of cost for work to be performed by the RAILWAY at the STATE's expense is shown on Exhibit "A," attached hereto and by this reference made a part of this agreement.

Following execution of this AGREEMENT, progress bills may be submitted to the STATE to cover costs incurred and the STATE shall pay such progress billings promptly upon receipt. Progress bills are not to be submitted more frequently than one (1) per month. Billings should clearly identify preliminary engineering charges from construction and construction engineering charges.

Final and detailed billing on all incurred costs shall be made by the RAILWAY and furnished to the STATE within one hundred twency (120) days of project completion, and the STATE shall pay all eligible amounts of such bill, less progress payments previously made.

It is agreed that payment of any billing 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 RAILWAY, the RAILWAY agrees to refund such overpayment to the STATE.

During the progress of construction and for a period not less than three years from the date of final payment to the RAILWAY, the records and accounts pertaining to the construction of the project and and accounting therefor 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

Example 3-4

litigation, claim or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

V
PROTECTIVE SERVICES

All work herein provided for to be done by the STATE or its contractors, if any, on the RAILWAY's right of way, shall be performed by the STATE or its contractors in a manner as not to interfere with the movement of trains or traffic upon the tracks of the RAILWAY. The STATE or its contractors, shall use all care and precaution necessary to avoid accident, damage, or interference to the RAILWAY's tracks or to the trains or traffic using it tracks and notify the RAILWAY a sufficient time in advance whenever it is about to perform work adjacent to any track to enable the RAILWAY to furnish flagging and such other protective services and devices as might be necessary to ensure safety of railway operations, and the RAILWAY shall have the right to furnish all such flagging or protective services and devices as in its judgment are necessary, and the STATE shall reimburse the RAILWAY for the cost thereof. Whenever safeguarding of trains or traffic of the RAILWAY is mentioned in this AGREEMENT, it is intended to cover and include all users of the RAILWAY's tracks having permission for such use.

The RAILWAY will submit bills for such flagging and other protective services and devices used during progress of the work contemplated by this AGREEMENT. The RAILWAY will submit a final billing for flagging and other protective services and devices within one hundred twenty (120) days after notification by the STATE of completion of project, said one hundred twenty (120) days to commence upon receipt, by the RAILWAY , of the said notification of completion of the project.

VI
INSURANCE

The contract between the STATE and its contractor for construction work herein provided, if any, shall require the contractor to protect and hold harmless the RAILWAY and any other railroad company occupying or using the RAILWAY's right of way or line of railroad against all loss, liability and damage arising from activities of the contractor, its forces or any of its subcontractors or agents. Such indemnity provision shall be in accordance with RCW 4.24.115 as amended by ch. 305, Laws of 1986. The contract shall further provide that the contractor shall:

1. Furnish to the RAILWAY a Railroad Protective Insurance Policy in the form provided by FHPM 6-6-2-2. The combined single limit of said policy shall not be less than Two Million Dollars ($2,000,000) for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of the loss or destruction of or injury or damage to property in any one occurrence during the policy period, and subject to that limit a total (or aggregate) limit of not less than Six Million Dollars ($6,000,000) for all damages during the policy period. Said insurance policy is to be executed by a corporation qualified to write the same in the state in which the work is to be performed, shall be in the form and substance satisfactory to the RAILWAY and shall be delivered to an approved by the RAILWAY prior to the entry upon or use of its property by the contractor.

2. Carry regular Contractor's Public Liability and Property Damage Insurance as specified in FHPM 6-6-2-2 providing for a limit of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or death of one person, and, subject to the limit for each person, a total limit of not less than Two Million Dollars ($2,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and providing for a limit of not less than One Million Dollars ($1,000,000) for all damages to or destruction of property in any one occurrence and subject to that limit a total (or aggregate) limit of not less than Two Million Dollars ($2,000,000) for all damages to or destruction of property during the policy period. A certificate of insurance providing proof of Contractor's Public Liability and Property Damage Insurance, executed by a corporation qualified to write the same in the State of Washington and in form and substance satisfactory to the RAILWAY, shall be delivered to and approved by the RAILWAY prior to the entry upon or use of the RAILWAY's property by the contractor.

If the STATE, its contractor, subcontractor or agents, in the performance of the work herein provided for or by the failure to do or perform anything for which it is responsible under the provisions hereof, shall damage or destroy any property of the RAILWAY, such damage or destruction shall be corrected by the STATE in the event its contractor or the insurance carriers fail to repair or restore the same.

For any work performed in the State of Washington, nothing in this agreement is intended to be construed as a requirement for an indemnification against the sole negligence of the RAILWAY, its officers, employees or agents. Moreover, for any work performed in the State of Washington, the contractor shall specifically and expressly agree to indemnify the RAILWAY and any other railroad company occupying or using the RAILWAY's right-of-way or line of railroad against all loss, liability and damages, including environmental damage, hazardous materials damage, or penalties or fines that may be assessed, caused by or resulting from the contractor's negligence, provided, however, if such loss, liability, damage, penalties or fines are caused by or result from the concurrent negligence of (a) the RAILWAY or the RAILWAY's officers, employees or agents, and (b) the contractor or the contractor's employees, agents of subcontractors, such indemnity shall be valid and enforceable only to the extent of the negligence of the contractor or the contractor's employees, agents or subcontractors.

The contractor shall further agree that it has a duty to defend at its own expense, in the name and on behalf of the RAILWAY, all claims or suits for injuries or death of persons or damage to property arising or growing out of the work carried on under this

Example 3-4

agreement, for which the RAILWAY is liable or is alleged to be liable. However, upon a final determination in court of law in which a percentage of negligence is attributed to the RAILWAY, the RAILWAY agrees to reimburse the contractor in the same percentage for the costs involved in defending the suit.

VII
SALVAGE

All material removed by the RAILWAY, which has been replaced at STATE expense, shall be reclaimed or disposed of by the RAILWAY and shall be credited to the STATE in accordance with Federal-Aid Highway Program Manual, Volume 1, Chapter 4, Section 3. The RAILWAY 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 this project, an estimate of the salvage credit will be included in the estimate of cost.

VIII
MAINTENANCE OF FACILITY

Upon completion of the project, the STATE, at its sole cost and expense, shall maintain all improvements, other appurtenances, advance warning signs, standard pavement markings and guardrails with the exception of the crossing which will be maintained by the RAILWAY and STATE as provided by law.

Upon completion of the installation of said signals, the RAILWAY, at its sole cost and expense, shall operate and maintain said signals, provided however that the RAILWAY shall be entitled to receive reimbursement for any or all of the cost of such maintenance as may be made available by reason of any law, order, regulation or otherwise providing for the reimbursement of said costs.

IX
REPAIR OR REPLACEMENT OF DAMAGED FACILITY

In the event the signal system installed under this AGREEMENT is partially or wholly destroyed and the cost of repair or replacement cannot be recovered from the person or persons responsible for such destruction, then, in that event the cost of repair or replacement shall be borne by the STATE and the RAILWAY at the same ratio under which the signals were installed.

In the event that either highway or railway changes will necessitate revisions of the signals by rearrangement, replacement or additions at the said location, the party whose changes cause said revisions will bear the entire cost of the same without obligation to the other.

X
DISPOSITION OF SIGNALS NO LONGER REQUIRED

If for any reason signals shall no longer be required at said grade crossing, the RAILWAY, on the approval of the STATE, may remove said signals. If in the opinion of the RAILWAY said signals are not obsolete, they may, as agreed to by the STATE and RAILWAY under a separate agreement, be reinstalled at some other State Highway - railroad grade crossing. If no other crossing is agreed upon by the STATE and the RAILWAY, and prescribed by public authority, the STATE will be credited with the salvage value for material not previously replaced by the RAILWAY during maintenance, less cost of removal.

Ownership of the signals vests in the RAILWAY or STATE, whichever one paid for the signals as shown on the face of this agreement.

XI
PROJECT COMPLETION

Within 30 days of project completion the RAILWAY will by letter notify the STATE that construction is completed.

This Agreement shall inure to the benefit of and be binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

RAILWAY

By: _____

Title: _____

Date: _____

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____

RAILWAY PROTECTIVE SERVICES AGREEMENT			RAILROAD COMPANY AND ADDRESS
AGREEMENT NUMBER			
STATE ROUTE NUMBER	CONTROL SECTION NUMBER	DISTRICT NUMBER	SECTION / LOCATION
ESTIMATED AMOUNT $			
RAILWAY's REFERENCE			

This agreement made and entered into this _____ day _____, 19 _____, by and between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE", and the above named Railroad Company, hereinafter called the "RAILWAY".

WHEREAS, the STATE desires to construct the above described improvements at the referenced location, and

WHEREAS, it is deemed to be in the best public interest for the RAILWAY, as owners of the track or tracks, to perform flagging or other protective services as necessary to assure safety of the RAILWAY operations during the construction of the states project, and

WHEREAS, the STATE is obligated to reimburse the RAILWAY for all or part of the cost incurred by the RAILWAY in undertaking specific work as herein described.

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

This AGREEMENT will be governed by the applicable sections of Title 23, U.S. Code, Highways; Federal-Aid Highway Program Manuals, Volume 6, Chapter 6, Section 2, Subsections 1 and 2; and Volume 1, Chapter 4, Section 3; and amendments thereto. These references are incorporated hereby and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

II
WORK TO BE PERFORMED

The STATE and/or its contractor will perform the work noted above under section/location and as shown on the site plan labeled Exhibit "B", attached hereto and by this reference made a part of this AGREEMENT.

The RAILWAY hereby grants the STATE permission to enter upon the RAILWAY's property for the purpose of performing said work.

III
PROTECTIVE SERVICES

All work herein provided for to be done by the STATE or its contractors, on the RAILWAY's right of way, shall be performed by the STATE or its contractors in such a manner as not to interfere with the movement of trains or traffic upon the tracks of the RAILWAY. The STATE or its contractors shall use all care and precaution necessary to avoid accident, damage, or interference to the RAILWAY's tracks or to the trains or traffic using its tracks and notify the RAILWAY a sufficient time in advance whenever it is about to perform work adjacent to any track to enable the RAILWAY to furnish flagging and such other protective services and devices as might be necessary to ensure safety of railway operations, and the RAILWAY shall have the right to furnish all such flagging or protective services and devices as in its judgement are necessary, and the STATE shall reimburse the RAILWAY for the cost thereof. Whenever safeguarding of trains or traffic of the RAILWAY is mentioned in this AGREEMENT, it is intended to cover and include all users of the RAILWAY's tracks having permission for such use.

IV
PAYMENT

The STATE, in consideration of the faithful performance of the protective services work to be done by the RAILWAY, agrees to pay the RAILWAY actual direct and related indirect costs accumulated in accordance with a work order accounting procedure as prescribed and approved by the ICC Uniform System of Accounts, or its equivalent.

An itemized estimate of cost for the work to be performed by the RAILWAY at the STATE's expense is shown on Exhibit "A," attached hereto and by this reference made a part of this AGREEMENT.

Following the execution of this AGREEMENT, progress bills may be submitted to the STATE to cover costs incurred and the STATE shall pay such progress billings promptly upon receipt. Progress bills are not to be submitted more frequently than one (1) per month.

The RAILWAY will submit a final billing for flagging and other protective services and devices within one hundred twenty (120) days after notification by the STATE of completion of the project, said one hundred twenty (120) days to commence upon receipt, by the RAILWAY, of said notification of completion of the project.

It is agreed that payment of any billing 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 RAILWAY, the RAILWAY agrees to refund such overpayment to the STATE.

During the progress of construction and for a period not less than three years form the date of final payment to the RAILWAY, 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 three-year retention period.

V
INSURANCE

The contract between the STATE and its contractor for construction work herein provided, if any, shall require the contractor to protect and hold harmless the RAILWAY and any other railroad company occupying or using the RAILWAY's right of way or line of railroad against all loss, liability and damage arising from activities of the contractor, its forces or any of its subcontractors or agents. Such indemnity provision shall be in accordance with RCW 4.24.115 as amended by Ch. 305, Laws of 1986. The contract shall further provide that the contractor shall:

1. Furnish to the RAILWAY a Railroad Protective Insurance Policy with the combined single limit of not less than Two Million Dollars ($2,000,000) for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of the loss or destruction of or injury or damage to property in any one occurrence during the policy period, and subject to that limit a total (or aggregate) limit of not less than Six Million Dollars ($6,000,000) for all damages during the policy period. Said insurance policy is to be executed by a corporation qualified to write the same in the STATE in which the work is to be performed, shall be in the form and substance satisfactory to the RAILWAY and shall be delivered to and approved by the RAILWAY prior to the entry upon or use of its property by the contractor.

2. Carry regular Contractor's Public Liability and Property Damage Insurance providing for a limit of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than Two Million Dollars ($2,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and providing for a limit of not less than One Million Dollars ($1,000,000) for all damages to or destruction of property in any one occurrence and subject to that limit a total (or aggregate) limit of not less than Two Million Dollars ($2,000,000) for all damages to or destruction of property during the policy period. A certificate of insurance providing proof of contractor's Public Liability and Property Damage Insurance, executed by a corporation qualified to write the same in the State of Washington and in form and substance satisfactory to the RAILWAY, shall be delivered to and approved by the RAILWAY prior to the entry upon or use of the RAILWAY's property by the contractor.

If the STATE, its contractor, subcontractors or agents, in the performance of the work herein provided for or by the failure to do or perform anything for which it is responsible under the provisions hereof, shall damage or destroy any property of the RAILWAY, such damage or destruction shall be corrected by the STATE in the event its contractor or the insurance carriers fail to repair or restore the same.

For any work performed in the State of Washington, nothing in this AGREEMENT is intended to be construed as a requirement for an indemnification against the sole negligence of the Railway, its officers, employees or agents. Moreover, for any work performed in the State of Washington, the contractor shall specifically and expressly agree to indemnify the Railway and any other railroad company occupying or using the Railway's right-of-way or line of railroad against all loss, liability and damages, including environmental damage, hazardous materials damage, or penalties of fines that maybe assessed, caused by or resulting form the contractor's negligence, provided, however, if such loss, liability, damage, penalties or fines are cased by or result from the concurrent negligence of (a) the Railway or the Railway's officers, employees or agents, and (b) the contractor or the contractor's employees, agents or subcontractors, such indemnity shall be valid and enforceable only to the extent of the negligence of the contractor or the contractor's employees,, agents or subcontractors.

The contractor shall further agree that it has a duty to defend at its own expense, in the name and on behalf of the Railway, all claims or suits for injuries or death of persons or damage to property arising or growing out of the work carried on under this agreement, for which the Railway is liable or is alleged to be liable. However, upon a final determination in court of law in which a percentage of negligence is attributed to the Railway, the Railway agrees to reimburse the contractor in the same percentage for the cost involved in defending the suit.

This AGREEMENT shall inure to the benefit of and be binding on the parties hereto, their successors and assigns.

Except as modified by this agreement, the original agreement of _____,. shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first above written.

RAILWAY

By: _____

Title: _____

Date: _____

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____

DOT 224-078 Revised 2/90

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Attachment 4-1 **Flow Chart for Olympia Service Center Utilities Section Local Agency and Developer Agreement Processing**

Attachment 4-2 **Local Agency and Developer Agreement Approval Process**

Attachment 4-3 **Agreement Transmittal Checklist**

1:P:DP/UM4
9807-0852

4-1 General

The Washington State Department of Transportation (State) frequently encounters situations where Utility, Railroad, United States government, or Turnback agreements are not suitable. This chapter covers such situations and includes haul road/ detour, service, developer, local agency, private party, and transit agreements.

Timely completion of these agreements is important. Especially critical are those agreements that provide for work on a State project with reimbursement by a second party. These agreements are completed before the project is advertised for bids.

As noted throughout this chapter, OSC refers to the Washington State Department of Transportation, Olympia Service Center.

.01 The definitions applicable to this chapter include:

(a) **Advance Payment.** That portion of an estimated cost of work which a party to an agreement is required to pay to the State in advance of work performed by the State to cover costs incurred in the initial stages of the project.

(b) **Altered Standard Form Agreement.** An agreement utilizing a preprinted standard form that has been altered in any manner. These agreements require approval as to form by the Attorney General prior to execution by either party.

(c) **Construction.** The actual building of the facility and all related work.

(d) **Contingencies.** An amount set up in an agreement to cover unforeseen cost overruns. It is only billed if actually expended.

(e) **Detour or Haul Road Agreement.** An agreement with a municipality for State use of a county road or city street to detour traffic or haul materials associated with a highway improvement project.

(f) **Developer Agreement.** An agreement with a developer, at the developer's expense, for mitigating improvement work to State highway facilities such as structures, intersections, channelization, or roadway widening. Currently, the agreement number prefix is **UC**.

(g) **Estimate of Cost.** The estimated cost of the work to be performed based on the latest information available at the time the agreement is prepared.

(h) **Indirect Cost Rate (Administrative Overhead).** The percentage of indirect cost applied to the total cost of work performed by the State for others under an agreement. The rate is established by Instructional Letter IL 13-21. Each year the rate is adjusted based on the preceding year and is effective from October 1 of the current year through September 30 of the following year. The percentage rate effective at the time the work is performed is applied.

(i) **Local Agency Agreement.** An agreement with a municipality for roadway design, engineering studies, construction, maintenance, or other services. The work may be done by the municipality or by the State. Currently the agreement number prefix is **GC,** combined with a third letter defined by OSC accounting**.**

(j) **Nonstandard Form Agreement.** A hand written agreement, developed to meet the specific needs of a particular project. These agreements require approval as to form by the Attorney General prior to execution by either party.

(k) **Overhead Costs.** Those costs charged by a municipality 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.

(l) **Payable Cost.** The estimated dollar amount the State will pay to the other party to an agreement for work performed. This amount is entered on the Agreement Edit Information (AEI) form.

(m) **Preliminary Engineering.** Work associated with locating, surveying, plan preparation, estimates, and other related preparatory activities in advance of construction operations.

(n) **Private Party Agreement.** An agreement with nonpublic entities or individuals, that does not fit into the developer agreement category. These are normally written in agreement format; however, in some instances may consist of an exchange of letters. Currently, the agreement number prefix is **UC**.

(o) **Reciprocating Agreement for Administrative Overhead Charges.** An agreement between a local municipality and the State where each agree not to charge for overhead costs when performing work or service for the other. Currently, the agreement number prefix is **OH.**

(p) **Reimbursable Cost.** The dollar amount a party to an agreement will pay the State for work performed by the State. This amount is entered on the Agreement Edit Information (AEI) form.

(q) **Service Agreement.** An agreement with a private or publicly owned utility to provide the Department with service such as water, power, sewer, or telephone.

(r) **Standard Form Agreement.** A preprinted standard form agreement containing language that complies with applicable State law and WSDOT policy for the needs of a typical project.

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

(t) **Supplemental Agreement.** A method to modify the contents of an existing agreement. This may be needed due to added work, deletion of work, or modifications of the terms of an agreement. The agreement will contain the same number as the existing agreement followed by the word "Supplement" and a subsequent number for each supplement thereafter. Example: **GCA 1234, Supplement 1**.

(u) **Transit Agreement.** An agreement with a public transit agency or other municipal corporation for construction of park-and-ride or carpool lots, including maintenance and operation of the facilities. Currently, the agreement number prefix is **GC,** combined with a third letter defined by OSC accounting**.**

4-2 Detour or Haul Road Agreement

A detour or haul road agreement is entered into with a county or city when the State proposes to use a county road or city street for detouring traffic or hauling materials associated with a highway improvement project.

.01 Agreement Preparation

A preprinted agreement, DOT Form 224-014EF (Example 4-1), titled "Local Agency Haul Road/Detour Agreement," has been developed for the above purpose. Region preparation and processing of the agreement consists of:

(a) Assignment of an agreement number. The number is prefixed HD, HR, or HRD, depending on the Region, followed by a Region number designation (1,2,3,4,5,6). This is followed by numbers continuing in sequence.

(b) Completion of the blanks in the heading of the agreement. These consist of organization and address, agreement number, section/location, state route number, control section number, Region, description of roads or streets, intended use (haul road or detour road), and vehicle restrictions (if none, write "none").

(c) Following execution of the agreement by all parties and entering of the agreement date on the first page of the form, the Region is responsible for:

1. Retaining the original executed agreement on file.
2. Forwarding a copy (duplicate original if required by the local agency) of the fully executed agreement to the local agency for their files.
3. Providing an executed copy of the agreement to the OSC Project Development Office, if they review the PS&E.

.02 Approval Authority

The haul road/detour agreement, using DOT Form 224-014EF, provides for approval by the Region Administrator. Altered standard form and nonstandard form agreements require approval as to form by the Attorney General and execution of the agreement through the OSC Utilities Office.

4-3 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 OSC 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 OSC Utilities Section for review. The OSC Utilities Section will obtain approval as to form by the Attorney General's Office. Upon notification of approval by the OSC 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 OSC 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 OSC 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 OSC 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 OSC 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. OSC 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 OSC).

(c) One copy to the OSC 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 OSC 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.

4-4 Developer Agreements

An agreement is required when work is done within State right of way by a developer or by the State at a developer's expense (or partial expense). This work pertains to highway purposes involving construction of a structure or appurtenance (excluding utilities) that cannot readily be removed from the right of way and/or where construction affects permanent traffic pattern changes, for example, bridges, retaining walls, grade intersections, street widening, channelization, etc. Due to the

potential complexity of Category II and Category III connection proposals and required mitigation measures that may involve construction on the state highway, WSDOT may require a developer agreement in addition to a construction permit. Access connection categories are defined in WAC 468-51-040.

.01 Approval Authority

See Attachment 4-1 for a flow chart depicting the OSC Utilities Section agreement processing and Attachment 4-2 for a flow chart depicting the agreement approval process. The approval of developer agreements shall be in accordance with the following:

(a) The OSC Design Office executes developer agreements that are not specifically delegated to the Region Administrator under Section 4-4.01(b).

(b) The Region Administrator executes developer agreements that meet all of the following requirements:

1. The work involved is on a non-limited access highway.
2. The agreement is prepared using one of the preprinted agreement forms available and the form is not altered in any way.
3. Reimbursable costs for State work does exceed $250,000.
4. Any construction, reconstruction, or modification of the roadway, including intersection construction, for which an approved channelization/intersection plan and/or roadway section has been processed and approved.
5. Signal plans, where appropriate, which have been approved by the delegated approval authority.
6. The right of way plan revisions, when applicable, have been processed and approved.
7. An agreement not meeting the requirements of No. 2 of this section (4-4.01(b)) has been submitted for review through the OSC Utilities Section and returned for regional approval.

.02 Approval as to Form

Any direct or indirect alteration, addition, or deletion to the preprinted standard form, or use of a handwritten agreement, will require approval as to form by the Attorney General's Office through the OSC Utilities Section. The Attorney General's Office will review the agreement for compliance with applicable state law and policy and either approve the agreement or return the agreement unsigned to the OSC Utilities Section with comments.

.03 Land Donations and/or Easements

Land donations and/or easements by the developer to the State for highway purposes must have the following items completed before the proposed agreement is executed by the Region Administrator or before the agreement is submitted to OSC for the review and/or approval process:

(a) The Region has obtained a Donation Deed or easement covering the additional right of way as shown on the developer's plan, and

(b) The Donation Deed or easement has been submitted to OSC Real Estate Services for final processing and recording, and

(c) A Red-Line request for plan revision has been submitted to the OSC Project Development Office.

.04 Financial Responsibility

The agreement must clearly state the financial responsibility of each party to the agreement. Where costs are shared on a percentage or other basis, the method/procedure used to arrive at the shared responsibility must be defined in the estimate exhibit of the agreement. If the standard agreement form is not used, define the shared responsibility in the body of the agreement, as well as in the estimate exhibit.

When work is performed by the State or its contractor for a developer, include the estimate of the developer's participating costs with the state/federal funds in the construction program.

.05 Easement Requirements

When developer work is within modified, partial, or full limited access control highways, an easement is required from the abutting property owner to the State, when necessary, to construct or reconstruct an access connection and/or construct, reconstruct, and maintain traffic control devices and appurtenances. Example: By agreement, a developer is granted the right to construct an access connection and the agreement work includes signal detector loops outside or partially outside State right of way within the access connection. The State must have an easement from the property owner for construction, reconstruction, or maintenance of these loops and associated appurtenances.

.06 Agreement Preparation

Developer agreements, whether Region or OSC approved, are prepared and processed as follows:

(a) Region requests a UC agreement number from the OSC Finance and Administration/Accounting Services.

(b) An original and duplicate original are prepared by the Region for the State and the developer respectively. A second duplicate original is required when a third party to the agreement is required. For example, a third party duplicate original would be required when using DOT Form 224-063EF, which requires signature by a local agency. Additional copies are prepared depending upon the review requirements to be performed by the Region or the OSC Utilities Section. The agreement originals and review copies are provided with jackets (40-pound bond paper backing). Label each jacket of the original and duplicate original(s) with the respective party, such as **State Original**, **Developer Original**, and if applicable, **County (or City) Original.** Refer to the Table of Contents of this section for a listing of available forms.

The following are included as exhibits in the agreement when applicable:

1. Approved channelization plan
2. Approved signalization plan

3. Revised and approved right of way plan, if available
4. Project plans
5. A detailed estimate of cost when the work is done by the State at developer expense. The estimate of cost must include standard bid items, when available, together with quantities and costs. The estimate must also include costs for mobilization, sales tax, engineering, contingencies, and indirect cost rate.

(c) If a land (right of way) donation or easement is involved, the Region is required to follow the steps outlined in Section 4-4.03.

(d) The developer's signature (and local agency's if required) on the agreement is not obtained until after all reviews are complete and the necessary approved exhibits are incorporated as part of the agreement. Other requirements such as right of way donations and easement needs, as described in Sections 4-4.03 and 4-4.05 respectively, are also completed.

(e) When the agreement is for work by the State, a copy of the executed agreement is sent to the OSC Project Development Office ,if the PS&E is reviewed by that office. This is done as early as possible and prior to the project advertising date. A separate group is set up in the PS&E, refer-referencing the agreement number to isolate the work performed under the agreement.

.07 Regional Execution

Developer agreements executed by the Region are processed as follows:

<u>Region approval not requiring OSC review prior to execution.</u>

Note: The agreement is a nonstandard form (handwritten) or if the standard form has been altered or revised in any manner, either directly of indirectly, the agreement will require processing as noted later under "Region approval requiring OSC review prior to execution."

(a) The Region sends the agreement (original and duplicate originals) to each party to the agreement (developer and local agency), in turn, for signature.

(b) The Regional Administrator executes and dates the agreement after all parties have signed all originals and after all donations of land are completed.

(c) The Region forwards one original of the executed agreement to each of the parties. Except as noted below, the State original is sent to OSC Finance and Administration/Accounting Services, along with a completed copy of the Agreement Edit Information form, DOT Form 130-005EF. The Region also sends a copy of the executed agreement is also sent to the OSC Utilities Section, along with the Agreement Transmittal Checklist for their files. An electronic copy of the Agreement Transmittal Checklist is available through the OSC Utilities Section.

Note: If the agreement requires OSC action, such as a nonstandard form (handwritten) or altered standard form requiring approval as to form, or if the agreement requires FHWA review and/or approval, and/or OSC review,

return the executed state original and one copy, along with a signed Agreement Edit Information Sheet, DOT Form 130-005EF, to the OSC Utilities Section. The OSC Utilities Section will forward the state original to the OSC Finance and Administration/Accounting Services.

Region execution requiring OSC review prior to execution.

(a) The Region submits the agreement originals and four copies (five, if Interstate) of altered standard form or nonstandard form agreements to the OSC Utilities Section along with a completed and signed Agreement Edit Information Sheet, DOT Form 130-005EF, and a completed Agreement Transmittal Checklist. An electronic copy of the Agreement Transmittal Checklist is available through the OSC Utilities Section.

Note: Unaltered, not executed standard form agreement originals are retained by the Region pending review by OSC.

(b) OSC obtains review comments from all interested parties and required approvals from the Attorney General's Office and FHWA.

(c) The originals are returned to the Region to obtain the developer's and local agency's (when applicable) signatures. Following all other signatures, the Regional Administrator executes and dates the agreement originals.

(d) Upon final execution of the agreement, the Region forwards one original of the executed agreement to each of the parties. The state original and one copy is sent to the OSC Utilities Section. The OSC Utilities Section will attach the Agreement Edit Information, DOT Form 130-005EF, update their files, and forward the original to the OSC Finance and Administration/Accounting Services.

.08 OSC Review and Execution

Developer agreements that are reviewed and executed by the OSC Design Office are prepared and processed as follows:

(a) The Region submits the original and four copies (five, if Interstate) of the agreement to the OSC Utilities Section along with a completed and signed Agreement Edit Information Sheet, DOT Form 130-005EF, and a completed Agreement Transmittal Checklist. An electronic copy of the Agreement Transmittal Checklist is available through the OSC Utilities Section.

(b) OSC obtains reviews from all interested parties and required approvals from the Attorney General's Office and the FHWA, if required.

(c) The originals are returned to the Region to obtain all signature approvals, except the State approval.

(d) Following these signature approvals through the Region, the originals are returned to the OSC Utilities Section for Design Office signature execution.

(e) All duplicate originals are returned to the Region for distribution following OSC Design Office signature execution.

(f) The OSC Utilities Office will forward the State original to the Finance and Administration/Accounting Services along with the Agreement Edit Information Form (130-005EF).

.09 Agreement Records and Closure

The Region is responsible for maintaining the records associated with the agreement until the agreement is officially closed. The Region is also responsible for all required and necessary actions to determine when an agreement closure can be completed.

4-5 Local Agency Agreements

When work that a local agency is financially responsible for is included in the State's contract, the State enters into an agreement with the local agency. This work may require participation by the local agency due to state law, local ordinance, etc., or may be at the local agency's request due to the benefit derived. Agreements with a local agency may cover such items as design, construction, and maintenance. The work may consist of engineering studies for intersection improvements, channelization, sidewalks, signal and emergency preemption systems, etc.

Agreements may also be entered into where the local agency has a project where the State has requests that the agency perform work for the State at State expense. (See Section 4-7, Transit Agreements, when State funds are expended for park and ride lots or car pool lots).

.01 Approval Authority

See Attachment 4-1 for a flow chart depicting the OSC Utilities Section agreement processing and Attachment 4-2 for a flow chart depicting the agreement approval process. The approval of local agency agreements shall be in accordance with the following:

(a) The OSC Design Office executes local agency agreements that are not specifically delegated to the Regional Administrator under Section 4-5.01(b).

(b) The Regional Administrator executes local agency agreements that meet the following applicable requirements:

1. The work involved is on a non-limited access highway.
2. The agreement is prepared using one of the preprinted standard agreement forms and the form is not altered in any way.
3. The estimate of cost for the work being performed does not exceed $250,000.
4. Any construction, reconstruction, or modification of the roadway, including intersections, shall require an approved channelization plan and/or roadway section.
5. Signal plans, where appropriate, have been approved by the delegated approval authority.
6. The right of way plan revisions, when applicable, have been processed and approved.

7. An agreement not meeting the requirements of No. 2 of this section (4-5.01(b)) has been submitted for review through the OSC Utilities Section and returned for regional approval.

.02 Approval as to Form

Any direct or indirect alteration, addition, or deletion to the preprinted standard form, or use of other than the preprinted standard form (handwritten) will require approval as to form through the OSC Utilities Section by the Attorney General's Office. The Attorney General's Office will review the agreement for compliance with applicable state law and policy and either approve the agreement or return the agreement unsigned to the OSC Utilities Section with comments.

.03 Agreement Preparation

If the work is to be done by the State, it is important to start the agreement process early enough to ensure that it is complete and fully executed to coincide with the PS&E package review and processing. This will reduce the potential for delaying the project advertising date and allow the work covered in the agreement to be incorporated into the PS&E for the project. The agreement must be fully executed prior to any work being authorized.

Local agency agreements, whether for Region or OSC approval, are prepared and processed as follows:

(a) Region requests a GCA agreement number from the OSC Finance and Administration/Accounting Services.

(b) Region prepares the agreement, complete with the required exhibits. Use of the appropriate preprinted form agreements, as shown in examples 4-6 and 4-7, is recommended, depending on conditions. An altered standard form or nonstandard form (handwritten) agreement requires approval as to form as noted in Section 4-5.02.

Prepare additional copies, depending on the review requirements to be performed by the Region or the OSC Utilities Section. Provide the agreement originals and review copies with jackets (40-pound bond paper backing). Label each jacket for the original and duplicate original(s) with the respective party, such as **State Original** and **Local Agency Original.**

The following are included as exhibits in the agreement when applicable:

1. Approved channelization plan
2. Approved signalization plan
3. Right of way plan (revised and approved)
4. Project plans
5. A detailed estimate of cost. If the work is being done by the State, the estimate of cost must include standard bid items when available together with quantities and costs. The estimate must also include costs for mobilization, sales tax, engineering, contingencies, and the indirect cost rate.

(c) The local agency's signature is not obtained on the agreement until after all reviews are complete and the necessary approved exhibits are incorporated as part of the agreement.

(d) When the agreement is for work by the State, a copy of the executed agreement is sent to the OSC Project Development Office if the PS&E is reviewed by that office. This is done as early as possible and prior to the project being advertised for bids. A separate group is set up in the PS&E, referencing the agreement number, to isolate the work performed under the agreement.

.04 Local Agency Participating Agreement

The work performed by the State for the local agency is described by written statement in the Description of Work section when using the preprinted form (see Example 4-6). It is backed up by a detailed cost estimate and exhibits using plan sheets which identify the local agency's items of work. When developing a nonstandard form (handwritten) agreement, the work performed is referenced in the WHEREAS statements and specifically identified in the body of the agreement and the attached exhibits.

(a) Advance Payment

The Advance Payment amount, normally 15 percent of the cost of the work involved, must be included in the agreement except when the local agency's portion of work is completed within two months from the start of construction or the local agency's participation is estimated at less than $5,000. The Region must document the reason for excluding the Advance Payment provision.

(b) Estimate of Cost

Exhibit A, Estimate of Cost must detail the items and cost of the work and include applicable costs for mobilization, sales tax, engineering, contingencies, and the indirect cost rate. Engineering and contingency percentages must be in compliance with the *Plans Preparation Manual*, M 22-31. Standard bid item numbers, when available, are included as part of the estimate and must conform to those in the standard bid item table, using the same description and method of payment.

1. Indirect Cost Rate (Administrative Overhead)

Apply the current indirect cost rate toward the local agency's bottom line costs in the agreement when the work is performed by the State, unless a Reciprocating Agreement for Administrative Overhead Charges exists between the local agency and the State.

The following note is identified on the last page of Exhibit A, 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.

This percentage rate is adjusted each year by the OSC Finance and Administration/Accounting Services and is effective from October 1 of the current year through September 30 of the following year.

If an Administrative Overhead (OH) agreement exists between the local agency and the State, the following note is identified on the last page of Exhibit A, where the total costs for the agreement are summarized:

Note: The indirect cost will not be applied per Administrative Overhead Agreement OH ____.

2. Mobilization

   This item is included in the estimate where the work is performed by the State, and the local agency is responsible for the costs (or a share of the costs).

   Mobilization is charged to the local agency based on a proration of the cost of the work in the agreement (local agency's share) to the total cost of the project. This proration is applied to the actual bid prices received for the awarded State contract.

   The following note is identified on the last page of Exhibit A, where the total costs for the agreement are summarized.

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

3. Engineering and Contingencies

   Engineering, like mobilization, shall be computed based on a proration of the total cost of the agreement to the total cost of the project. The engineering percentage rate 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 A as being prorated.

   The following note is identified on the last page of Exhibit A, 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. It is shown as a separate percentage item on Exhibit A and not combined as a one-line item with engineering.

5. Participation Basis

   The cost estimate exhibit must also show the basis for participation by the local agency. If the participation is on a percentage basis, the calculations used to establish the percentages must be shown. When participation is based on traffic counts at an intersection, the intersection schematic is made part of the agreement as an exhibit.

4. Funding

   Work performed by the State for the local agency requires that the local agency's estimate of participating costs be included with the state/federal funds in the construction program.

.05 State Participating Agreement

The preprinted agreement, DOT Form 224-067EF, is used when the local agency is doing the work and the State is participating in their project.

The work performed by the local agency for the State is described by a written statement in the Description of Work section when using the preprinted form (see Example 4-7), backed up by a detailed cost estimate and exhibits using plan sheets that identify the State's items of work. When developing a non-standard form (handwritten) agreement, the work performed is referenced in the WHEREAS statements and specifically identified in the body of the agreement and the attached exhibits.

(a) Estimate of Cost

Exhibit A, Estimate of Cost. The estimate of cost must detail the items and the cost of the work.

(b) Participation Basis

The cost estimate exhibit must also identify and show the basis for participation by the State. If the participation is on a percentage basis, the calculations used to establish the percentages must be shown. When participation is based on traffic counts at an intersection, the intersection schematic is made part of the agreement as an exhibit.

.06 Regional Execution

Local agency agreements executed by the Region are processed as follows:

<u>Region Approval not requiring OSC review prior to execution.</u>

Note: If the agreement is a nonstandard form (handwritten) or if the standard form has been altered or revised in any manner, either directly of indirectly, the agreement will require processing as noted later under Region Approval requiring OSC review prior to execution.

(a) The Region sends the agreement (original and duplicate originals) to the local agency for signature.

(b) The Regional Administrator executes the agreement after the local agency has signed all originals.

(c) The Region forwards one original of the executed agreement to the local agency. Except as noted below, the State original is sent to OSC Finance and Administration/Accounting Services, along with a completed copy of the Agreement Edit Information form DOT Form 130-005EF. A copy of the executed agreement is also sent to the OSC Utilities Section for their files along with the Agreement Transmittal Checklist. An electronic copy of the Agreement Transmittal Checklist is available through the OSC Utilities Section.

Note: If the agreement requires OSC action, such as a nonstandard form (handwritten) or altered standard form requiring approval as to form, or if the agreement requires FHWA review and/or approval, and/or OSC review, return the executed state original and one copy to the OSC Utilities Section. The OSC Utilities Section will forward the state original to the OSC Finance and Administration/Accounting Services.

Region approval requiring OSC review prior to execution.

(a) The Region submits the agreement originals (altered standard form or nonstandard form agreement) and four copies (five, if Interstate) to the OSC Utilities Section along with a completed and signed Agreement Edit Information Sheet, DOT Form 130-005EF, and a completed Agreement Transmittal Checklist. An electronic copy of the Agreement Transmittal Checklist is available through the OSC Utilities Section.

Note: Unaltered, not executed, standard form originals are retained by the Region pending review of the copies by OSC.

(b) OSC obtains review comments from all interested parties and required approvals by the Attorney General's Office and FHWA.

(c) OSC then returns the originals to the Region to obtain all approvals. Following all approvals, the Regional Administrator executes the agreement.

(d) Upon final execution of the agreement, the Region forwards one original of the executed agreement to each of the parties. The State original and one copy is sent to the OSC Utilities Section. The OSC Utilities Section will attach the Agreement Edit Information, DOT Form 130-005EF, update their files, and forward the State original to the OSC Finance and Administration/Accounting Services.

.07 OSC Execution

Local agency agreements reviewed and executed by the OSC Design Office are prepared and processed as follows:

The Region submits the original and four copies (five, if Interstate) of the agreement to the OSC Utilities Section along with a completed and signed Agreement Edit Information Sheet, DOT Form 130-005EF, and a completed Agreement Transmittal Checklist.

Note: Unaltered, not executed, standard form originals are retained by the Region pending review of the copies by OSC.

(b) The OSC Utilities Section obtains reviews from all interested parties and required approvals by the Attorney General's Office and FHWA.

(c) The originals are then returned to the Region to obtain all approvals to the agreement except State approval.

(d) Following these approvals, the originals are returned to the OSC Utilities Section for Design Office approval.

(e) Following OSC Design Office approval, all duplicate originals are returned to the Region for distribution.

(f) The OSC Utilities Office will forward the State original to the Finance and Administration/Accounting Services along with the Agreement Edit Information sheet, DOT Form 130-005 EF.

.08 Deletion of Work (Out Clause)

Some local agencies may be reluctant to sign an actual cost agreement, unless the agreement contains an Out Clause. This clause allows the local agency to direct the State to delete the local agency's items of work from the contract if the actual bid prices exceed the estimate of cost by a specified percentage.

(a) Agreements containing an Out Clause are discouraged, since the deletion of items from a contract normally results in additional effort and cost on the part of the State.

(b) If processing an agreement without the Out Clause is unacceptable to the local agency, the following guidelines apply:

1. If the estimate of cost is under $10,000 the agreement may not contain an Out Clause. The local agency agrees to pay the actual cost based on contract bid prices.

   Although not encouraged, the State may agree to a lump sum payment based on a State-approved estimate of cost. Use of this procedure must be adequately justified.

(c) The only work that may be considered for an Out Clause is work the local agency has requested be performed under the State's construction contract.

1. Estimate of cost, $10,000 and over: The agreement may contain an Out Clause stating that if the actual bid costs exceed the local agency's estimate of cost by more than 15 percent then the local agency may direct the State to delete the work from the State contract. The agreement should also address the cost to the local agency for preliminary engineering, in the event the local agency chooses to invoke the Out Clause. When the Out Clause is included in the agreement, a general special provision must be included in the contract, alerting all bidders to the possible deletion of specific work as listed under a separate group heading.

2. If the local agency portion of the work under the agreement exceeds 20 percent of the actual total contract bid price or if the local agency is responsible for the costs under state law or the Washington Administrative Code WAC 468-18-040(5)(d), the Out Clause is null and void and may not be invoked.

.09 Acceptance of Work

It is important that the Region secure a Letter of Acceptance from the local agency immediately after completion of the work. Any delay in the State receiving this letter from the local agency may result in the State bearing the responsibility for claims that, under the terms of the agreement, should not be the State's.

.10 Agreement Records and Closure

The Region is responsible for maintaining the records associated with the agreement until the agreement is officially closed. The Region is also responsible for all required and necessary actions to determine when an expeditious agreement closure can be completed.

.11 Supplemental Agreements

Supplemental agreements, when required, are prepared as nonstandard form agreements (see Example 4-8). The supplement must be identified in the title as construction or preliminary engineering, whichever is appropriate. The supplement, at a minimum, must contain all the following:

(a) The preamble, identifying it as a supplemental agreement between the respective parties, including the agreement number and supplement number.

(b) The date of execution and agreement number of the original agreement and any previous supplements.

(c) The reason or need for the supplement and the justification for it.

(d) What changes the supplement is making, with appropriate references to those exhibits that change or any that 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 full force and effect (except where the supplement entirely supersedes the previous agreement).

(f) Revised exhibits that are necessary to show the changes that are 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 must be 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.

4-6 Private Party Agreements

Occasionally, agreements that do not fit into the developer agreement category are needed to cover situations with nonpublic entities or individuals. These private party agreements are generally written in an agreement format; however, in some instances they may consist of an exchange of letters. Each situation must be evaluated and the agreement tailored to fit the particular need.

.01 Private party agreements require a UC agreement number which the Region obtains from OSC Finance and Administration/Accounting Services.

All private party agreements require approval as to form by the Assistant Attorney General and approval by the OSC Design Office.

The original and four copies (five, if Interstate) are submitted to the OSC Utilities Section for review and approval.

.02 Private party agreements involving costs that are reimbursable to the State must include an estimate of cost, an applicable performance bond requirement, and appropriate plan sheets for the work involved.

4-7 Transit Agreement

An agreement is entered into with a public transit agency or other municipal corporation whenever any funds are expended by the State for park and ride or carpool lots. Maintenance and Operations agreements are entered into also, which may not directly involve funding.

.01 Approval Authority

The OSC Design Office executes all agreements for park and ride and carpool lots with public transit agencies and municipal corporations.

.02 Agreement Preparation

The Region is responsible for preparing the agreement and is required to take the following action:

(a) Request a GCA agreement number from OSC Finance and Administration/ Accounting Services.

(b) Prepare the agreement, complete with the appropriate exhibits, in standard agreement format.

(c) The agreement provides for all of the terms and conditions contained in the current Memorandum of Understanding with the transit agency, if applicable, or other applicable policies or procedures.

.03 Agreement Processing

All transit benefit and carpool agreements require submission of the original and four copies (five, if Interstate) to the OSC Utilities Section for processing.

(a) The Agreement Edit Information Sheet, DOT Form 130-005EF, is completed, signed, and submitted with the agreement.

(b) The agreement is reviewed for accounting acceptability by affected OSC offices and FHWA (if Interstate), and for approval as to form by the Assistant Attorney General.

(c) Following review and approval by the Assistant Attorney General, the original and duplicate original are returned to the Region for signature by transit agency (or other municipal corporation).

(d) After signing by the transit agency or other municipal corporation, the originals are returned to the OSC Utilities Section for final execution by the OSC Design Office.

(e) Following final execution by the OSC Design Office, the transit agency or municipal corporation original is returned to the Region for forwarding to the agency for their records.

(f) The OSC Utilities Office will forward the State original to Finance and Administration/Accounting Services, along with the Agreement Edit Information Form (130-005EF).

.04 Authorization to Proceed

If the agreement provides for the State to reimburse a transit agency or other municipal corporation for work done by that agency, said agency shall not be allowed to start any phase of work involved until notified in writing by the Region to proceed with the work. The Region may issue the authorization only after receipt of the following:

(a) A fully executed agreement.

(b) An approved Work Order Authorization (DOT Form 120-020).

(c) Verification by Region Real Estate Services that involved right of way is clear.

2:P:DP/UM4
9807-0852

Washington State Department of Transportation

Local Agency Haul Road/Detour Agreement	Organization and Address King County 123 South 4th Avenue Seattle, WA. 98765
Agreement Number HRD10001	Section / Location Junction SR 7 to Leahy
State Route Number: 222 / Control Section Number: 0123	
Region Northwest Region	Description of Roads or Streets South 19th Street from Howser Avenue to Wilson Creek Bridge.
Intended Use (Haul Road or Detour Road) Detour Road	
Vehicle Restrictions None	

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, (hereinafter the "STATE") and the above named organization, (hereinafter the "LOCAL AGENCY").

WHEREAS, the STATE is planning the construction or improvement of a section of state highway as shown above, and

WHEREAS, in the construction of the project it is planned to use, for the purpose noted above, those LOCAL AGENCY roads or streets described above and as further detailed in red on the attached Exhibit "A", and

WHEREAS, it is anticipated that as a result of the use of these roads or streets, additional maintenance expense may be incurred by the LOCAL AGENCY.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I

The LOCAL AGENCY hereby agrees to the STATE's use of the roads or streets covered by this AGREEMENT subject to the conditions contained herein.

II

Immediately prior to the beginning of the STATE's use of the above described roads or streets, the parties to this AGREEMENT shall make a joint condition inspection and the STATE shall prepare a memorandum record of the condition of said roads or streets. The memorandum record shall include a statement of the extent and frequency of routine maintenance operations normally carried out by the LOCAL AGENCY on said roads or streets and may include photographs showing condition of the existing roadway.

III

The STATE agrees to reimburse the LOCAL AGENCY for the cost of additional routine maintenance and repairs, operations in excess of those enumerated in the record made under the provisions of Section II, made necessary by the STATE's project. The reimbursement for such additional routine maintenance and repairs shall be limited to the actual cost of such operations supported by proper records. Such costs are to be exclusive of all administrative and overhead costs and all charges for small tools.

DOT [illegible]

IV

Upon completion of use of the roads or streets covered by this AGREEMENT, a joint inspection shall be made by the parties to determine the condition of said roads or streets. All maintenance and/or repairs shall be based upon the conditions of these roads or streets at the time of this completion inspection, taking into account the memorandum record made under Section II.

V

It is expressly understood that the STATE shall be responsible only for that extra maintenance and repairs of the LOCAL AGENCY's roads or streets occasioned by the project use. In the event of a dispute over the terms of this AGREEMENT and/or the extent of maintenance or repair work required to be performed, the dispute shall be submitted to the Secretary of Transportation for determination. In determining this responsibility the Secretary shall give consideration to the memorandum record provided for in Section II. The conclusions of the Secretary as to the extent and amount of such maintenance shall be final and conclusive as to all parties to this AGREEMENT.

VI

The LOCAL AGENCY agrees not to restrict below legal limits the size, weight, or speed of vehicles using the roads or streets covered by this AGREEMENT except as stated above under Vehicle Restrictions.

Example 4-1, page 1 of 2

VII

No liability shall attach to the STATE or the LOCAL AGENCY by reason of entering into this AGREEMENT except as expressly provided herein.

VIII

The LOCAL AGENCY agrees not to restrict below legal limits the size, weight, or speed of vehicles using the roads or streets covered by this AGREEMENT except as stated above under Vehicle Restrictions.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

LOCAL AGENCY

By *Robert Smith*

Title Chief, Right of Way Operations

Date *November 18, 1997*

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By *John Doe*

Title Region Administrator

DOT [illegible]

Example 4-1, page 2 of 2

(Name of Utility)
(Address)
(City)

Re: CS ____ SR ____
(Project Title)
(Type of Service)
Service Agreement Number _____

To Whom it May Concern:

The Department of Transportation is planning the construction of (type of facility being installed) on the subject project for which a (type of service) source is necessary. Previous discussions have been held with your personnel to discuss the appropriate service locations as shown on the attached plans.

Please provide detailed estimates and cost breakdown for providing (type of service) at the following locations:

Location/Description:
_____
_____

You may request reimbursement for your work on a lump sum basis , or we will agree to pay the actual direct and related indirect costs. In either case, a detailed estimate of cost should be provided.

Please reply using a letter similar in form to the attached sample and referring directly to the cost estimate and desired method of reimbursement for the requested service.

If you find the description of the work requested herein acceptable and will perform the work, the Department will consider your response bearing a duly authorized signature to be an offer to perform the service and the cost indicated. Your response should be restricted to a discussion of this service request only. The Department will review the proposal and if acceptable, will execute the Service Agreement by countersigning your written offer. A copy of the countersigned letter will be returned for your records.

If you have any questions regarding this matter, I may be contacted at _(telephone number)_ .

Sincerely

Region Utilities Engineer

Example 4-2, sheet 1 of 2

(Date)

Washington State Department of Transportation
(Address)
(City)

CS ____ SR ____
(Project)
(Type of Service)
Service Agreement Number _____

Attn.: Region Utilities Engineer

In answer to you letter dated _____, the (Name of Utility) agrees to provide (type of service) at the subject project locations for the following estimated costs:

(Detailed estimate of cost breakdown)

We request that reimbursement for these services be made (specify if by lump sum payment or on an actual direct and related indirect basis).

Sincerely

_____
Name and Title

State of Washington
Department of Transportation

_____
Name and Title

_____
Date

Example 4-2, sheet 2 of 2

Washington State
Department of Transportation

Developer Agreement Construction by Developer At Developer Expense			Developer and Address Blue Moon Development Corporation 6789 Aurora Avenue South Seattle, WA. 98765
Agreement Number UC 0000			Section / Location Junction SR 7 to Leahy
State Route No. 222	Control Section No. 0123	Region Northwest	Description of Work Widen shoulders, channelization, access connection with curb, gutter and sidewalks.
Surety Bond $20,000	Work Hours 9:30 am to 3:00 pm		

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, hereinafter called the "STATE", and the above named organization, hereinafter called the "DEVELOPER".

WHEREAS, the DEVELOPER wishes to construct an intersection and/or related improvements within the STATE's rights-of-way, and

WHEREAS, the STATE and DEVELOPER now wish to define responsibility for construction and maintenance of the proposed improvements.

NOW THEREFORE, by virtue of Title 47.50 RCW, it is mutually agreed between the parties hereto as follows:

1. The STATE agrees to grant the DEVELOPER permission to construct the above described work within STATE right-of-way at the location described in Exhibit "A", attached hereto and by this reference made a part of this AGREEMENT.

2. The DEVELOPER agrees to construct the project as shown on Exhibit "B", at 100 percent DEVELOPER expense and responsibility. Exhibit "B" is attached hereto and by this reference made a part of this AGREEMENT.

   The responsibility of the DEVELOPER for performance, safe conduct, and adequate policing and supervision of the project shall not be lessened or otherwise affected by the STATE's approval of plans, specifications, or work, or by the presence at the worksite of the STATE's representative(s), or by compliance by the DEVELOPER with any requests or recommendations made by such representative(s).

3. Any change of work from that shown on Exhibit "B" must be approved by the STATE prior to beginning such work. Plan revisions may be required by the STATE if design standards change between the time of the AGREEMENT approval and the beginning of construction.

4. Upon receipt of this AGREEMENT by the DEVELOPER the STATE may request a construction schedule showing critical dates and activities that will lead to the timely completion of the work required under this AGREEMENT.

   Failure by the DEVELOPER to provide the construction schedule within 30 days may cause cancellation of the AGREEMENT. Cancellation of this agreement will not lessen the DEVELOPER'S responsibility to reimburse the STATE for those costs agreed to by item 13.

5. Prior to beginning of construction, a preconstruction conference shall be held with the STATE, DEVELOPER, and the DEVELOPER's contractor.

6. Should the DEVELOPER choose to perform the work outlined herein with other than its own forces, a representative of the DEVELOPER shall be present at all times unless otherwise agreed to by the Region Administrator. All contact between the STATE and DEVELOPER's contractor shall be through the representative of the DEVELOPER. Where the DEVELOPER chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. Failure to comply with this provision shall be grounds for restricting any further work by the DEVELOPER within STATE right-of-way, until said requirement is met.

   The DEVELOPER, at its own expense, shall adequately police and supervise all work on the above described project by itself, its contractor(s), subcontractor(s), agent(s), and others, so as to not endanger or injure any person or property.

7. Work within STATE right-of-way shall be restricted to the above specified hours and no work shall be allowed on the right-of-way Saturdays, Sundays, or Holidays, unless otherwise authorized by the STATE.

8. In the construction and/or maintenance of this facility, the DEVELOPER shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways", current edition. Any closures or restrictions of the highway shall require a STATE approved traffic control plan.

Example 4-3, page 1 of 2

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

10. All disturbed right-of-way shall be seeded, fertilized, mulched, and protected from erosion.

11. The DEVELOPER shall provide an executed surety bond acceptable to the STATE in the amount stated above. the bond shall:

    Be signed by a surety that is registered with the Washington State Insurance Commissioner and appears on the current authorized list published by the Office of the Insurance Commissioner.

    Be conditioned upon faithful performance of the AGREEMENT.

    Guarantee that the surety shall idemnify and defend the STATE against any loss resulting from the DEVELOPER's failure to faithfully perform all the terms under this AGREEMENT.

    Guarantee that the DEVELOPER or the contractor of the DEVELOPER shall pay all laborers, mechanics, subcontractors, and materialmen, or any person who provides supplies or provisions for carrying out the work.

    The surety bond shall remain in full force and effect until released in writing by the STATE.

    The STATE will recover from the DEVELOPER and its sureties such damages as the STATE may sustain by reason of the DEVELOPER's failure to comply with the provisions of this AGREEMENT.

12. The DEVELOPER shall obtain and keep in force for the duration of the work under this AGREEMENT, public liability and property damage insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW. The STATE shall be specifically named as an insured in a policy with the same company which insures the DEVELOPER or by an endorsement to an existing policy. The amount of coverage shall be not less than a single limit of $1,000,000 for bodily injury, including death and property damage per occurrence. The DEVELOPER shall furnish the STATE proof of insurance prior to undertaking any work covered by this AGREEMENT.

13. The DEVELOPER shall reimburse the STATE for all actual direct and related indirect costs necessitated by this AGREEMENT. Such costs include, but are not limited to, agreement preparation, plan review, and construction inspection.

    The DEVELOPER agrees to make payment for the work to be done by the STATE within thirty (30) days from receipt of billing from the STATE.

    Payment not made within thirty (30) days after receipt of billings shall bear interest at the rate of one percent per month or fraction thereof until paid pursuant to RCW 43.17.240.

14. The STATE shall have ownership and control of the completed facility within the STATE right-of-way and related traffic signal induction loops outside the STATE's right-of-way, all subject to final acceptance by the STATE with the exception that the DEVELOPER, his assigns, and successors, shall be responsible for the construction and maintenance of the private connections and appurtenances between the shoulder line of the highway and the right-of-way line inclusive of surfacing and drainage, when applicable. Future construction or maintenance within the areas of responsibility by the DEVELOPER, his assigns, and successors which will affect the traffic signal induction loops and related appurtenances shall require STATE review and approval.

15. Any breach of the terms and conditions of this AGREEMENT, or failure on the part of the DEVELOPER to proceed with due diligence and in good faith in the construction and maintenance work provided for herein, shall subject this AGREEMENT to be cancelled and, at the option of the STATE, may require the DEVELOPER to remove all or part of the facilities constructed hereunder at the DEVELOPER's sole expense.

16. The DEVELOPER shall idemnify 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, its agents, employees and officers arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the DEVELOPER'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 DEVELOPER and (b) the STATE, its agents, employees and/or officers, this idemnity provision shall be valid and enforceable only to the extent of the negligence of the DEVELOPER, and provided further, that nothing herein shall require the DEVELOPER 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.

17. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DEVELOPER		**STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**	
	Robert Smith		*John Doe*
By:	Robert Smith	By:	John Doe
Title:	Project Manager	Title:	Regional Administrator
Date:	*November 18, 1997*	Date:	*November 27, 1997*

DOT [illegible]

Example 4-3, page 2 of 2

Washington State Department of Transportation

Developer / Local Agency Agreement Construction by Developer At Developer Expense	Developer and Address Blue Moon Development Corporation 6789 Aurora Avenue South Seattle, WA. 98765 Local Agency and Address King County 123 South 4th Avenue Seattle, WA. 98765
Agreement Number UC 0000	Section / Location Junction SR 7 to Leahy
State Route No. 222 / Control Section No. 0123 / Region Northwest	Description of Work Construct left turn channelization, traffic signal system and illumination
Surety Bond $50,000 / Work Hours 830 am to 4:00 pm	

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, hereinafter called the "STATE", the above named organization, hereinafter called the "DEVELOPER" and the above named City or County, hereinafter called the "LOCAL AGENCY".

WHEREAS, the DEVELOPER wishes to construct an intersection and/or related improvements within the STATE's rights-of-way, and

WHEREAS, the STATE, LOCAL AGENCY, and DEVELOPER now wish to define responsibility for construction and maintenance of the proposed improvements.

NOW THEREFORE, by virtue of Title 47.50 RCW and Title 47.24 RCW it is mutually agreed between the parties hereto as follows:

1. The STATE agrees to grant the DEVELOPER permission to construct the above described work within STATE right-of-way at the location described in Exhibit "A", attached hereto and by this reference made a part of this AGREEMENT.
2. The DEVELOPER agrees to construct the project as shown on Exhibit "B", at 100 percent DEVELOPER expense and responsibility. Exhibit "B" is attached hereto and by this reference made a part of this AGREEMENT.

   The responsibility of the DEVELOPER for performance, safe conduct, and adequate policing and supervision of the project shall not be lessened or otherwise affected by the STATE's approval of plans, specifications, or work, or by the presence at the worksite of the STATE's representative(s), or by compliance by the DEVELOPER with any requests or recommendations made by such representative(s).
3. Any change of work from that shown on Exhibit "B" must be approved by the STATE prior to beginning such work. Plan revisions may be required by the STATE if design standards change between the time of the AGREEMENT approval and the beginning of construction.
4. Upon receipt of this AGREEMENT by the DEVELOPER the STATE may request a construction schedule showing critical dates and activities that will lead to the timely completion of the work required under this AGREEMENT.

   Failure by the DEVELOPER to provide the construction schedule within 30 days may cause cancellation of the AGREEMENT. Cancellation of this agreement will not lessen the DEVELOPER'S responsibility to reimburse the STATE for those costs agreed to by item 13.
5. Prior to beginning of construction, a preconstruction conference shall be held with the STATE, LOCAL AGENCY, DEVELOPER, and the DEVELOPER's contractor.
6. Should the DEVELOPER choose to perform the work outlined herein with other than its own forces, a representative of the DEVELOPER shall be present at all times unless otherwise agreed to by the Region Administrator. All contact between the STATE and DEVELOPER's contractor shall be through the representative of the DEVELOPER. Where the DEVELOPER chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. Failure to comply with this provision shall be grounds for restricting any further work by the DEVELOPER within STATE right-of-way, until said requirement is met.

   The DEVELOPER, at its own expense, shall adequately police and supervise all work on the above described project by itself, its contractor(s), subcontractor(s), agent(s), and others, so as to not endanger or injure any person or property.
7. Work within STATE right-of-way shall be restricted to the above specified hours and no work shall be allowed on the right-of-way Saturdays, Sundays, or Holidays, unless otherwise authorized by the STATE.
8. In the construction and/or maintenance of this facility, the DEVELOPER shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways", current edition. Any closures or restrictions of the highway shall require a STATE approved traffic control plan.
9. All material and workmanship shall conform to the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and shall be subject to inspection by the STATE.
10. All disturbed right-of-way shall be seeded, fertilized, mulched, and protected from erosion.
11. The DEVELOPER shall provide an executed surety bond acceptable to the STATE in the amount stated above. The bond shall:

Example 4-4, page 1 of 2

Be signed by a surety that is registered with the Washington State Insurance Commissioner and appears on the current authorized list published by the Office of the Insurance Commissioner.

Be conditioned upon faithful performance of the AGREEMENT.

Guarantee that the surety shall indemnify and defend the STATE against any loss resulting from the DEVELOPER's failure to faithfully perform all the terms under this AGREEMENT.

Guarantee that the DEVELOPER or the contractor of the DEVELOPER shall pay all laborers, mechanics, subcontractors, and materialmen, or any person who provides supplies or provisions for carrying out the work.

The surety bond shall remain in full force and effect until released in writing by the STATE.

The STATE will recover from the DEVELOPER and its sureties such damages as the STATE may sustain by reason of the DEVELOPER's failure to comply with the provisions of this AGREEMENT.

12. The DEVELOPER shall obtain and keep in force for the duration of the work under this AGREEMENT, public liability and property damage insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW. The STATE and LOCAL AGENCY shall be specifically named as an insured in a policy with the same company which insures the DEVELOPER or by an endorsement to an existing policy. The amount of coverage shall be not less than a single limit of $1,000,000 for bodily injury, including death and property damage per occurrence. The DEVELOPER shall furnish the STATE proof of insurance prior to undertaking any work covered by this AGREEMENT.

13. The DEVELOPER shall reimburse the STATE for all actual direct and related indirect costs necessitated by this AGREEMENT. Such costs include, but are not limited to, agreement preparation, plan review, and construction inspection.

    The DEVELOPER agrees to make payment for the work to be done by the STATE within thirty (30) days from receipt of billing from the STATE.

    Payment not made within thirty (30) days after receipt of billings shall bear interest at the rate of one percent per month or fraction thereof until paid pursuant to RCW 43.17.240.

14. The STATE shall have ownership and control of the completed facility within the STATE right-of-way and related traffic signal induction loops outside the STATE's right-of-way, all subject to final acceptance by the STATE with the exception that the DEVELOPER, his assigns, and successors, shall be responsible for the construction and maintenance of the private connections and appurtenances between the shoulder line of the highway and the right-of-way line inclusive of surfacing and drainage, when applicable. Future construction or maintenance within the areas of responsibility by the DEVELOPER, his assigns, and successors which will affect the traffic signal induction loops, and related appurtenances shall require STATE review and approval. The LOCAL AGENCY shall be responsible for continued ownership and maintenance of the completed facility outside of STATE right-of-way within right-of-way that the LOCAL AGENCY has interest.

15. The LOCAL AGENCY, if applicable, hereby grants and conveys to the STATE the right of entry upon all land which the LOCAL AGENCY has interest, within or adjacent to the right-of-way of the highway, for the purpose of maintaining and if necessary, reconstructing said traffic signal induction loops, and related appurtenances.

16. Any breach of the terms and conditions of this AGREEMENT, or failure on the part of the DEVELOPER to proceed with due diligence and in good faith in the construction and maintenance work provided for herein, shall subject this AGREEMENT to be canceled and, at the option of the STATE, may require the DEVELOPER to remove all or part of the facilities constructed hereunder at the DEVELOPER's sole expense.

17. The DEVELOPER shall indemnify and hold the STATE and LOCAL AGENCY, and their 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 and/or LOCAL AGENCY and/or their agents, employees and officers arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the DEVELOPER'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 DEVELOPER and (b) the STATE and/or LOCAL AGENCY, and/or their agents, employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the DEVELOPER, and provided further, that nothing herein shall require the DEVELOPER to hold harmless or defend the STATE and/or LOCAL AGENCY, and/or their agents, employees and/or officers from any claims arising from the sole negligence of the STATE and/or LOCAL AGENCY, and/or their agents, employees, and/or officers.

18. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DEVELOPER

Robert Smith

By: Robert Smith

Title: Project Manager

Date: *November 18, 1997*

LOCAL AGENCY

William Johnson

By: William Johnson

Title: Chief, Right of Way Operations

Date: *November 18, 1997*

DOT

STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION

John Doe

By: John Doe

Title: Regional Administrator

Date: *November 27, 1997*

Example 4-4, page 2 of 2

Washington State
Department of Transportation

Developer Agreement Construction by State At Developer Expense			Organization and Address Blue Mountain Development Corporation 6789 Aurora Avenue South Seattle, WA. 98765
Agreement Number UC 0000			Section / Location Junction SR 7 to Leahy
State Route No. 222	Control Section No. 0123	Region Northwest	Description of Work Construct left turn channelization, channelization and commercial access connection
Advance Payment Amount $4,442.00	Surety Bond $30,000		

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, hereinafter called the "STATE", and the above named organization, hereinafter called the "DEVELOPER".

WHEREAS, the DEVELOPER wishes to construct an intersection and/or improvements within the STATE's right-of-way, and

WHEREAS, the STATE is planning the construction or improvement of a section of state route as shown above, and in connection therewith, the DEVELOPER has requested that the STATE perform certain work as herein described, and

WHEREAS, it is deemed to be in the best interest for the STATE to include the necessary items of work, as requested by the DEVELOPER, in the STATE's construction contract proposed for the improvement of this section of State Highway, and

WHEREAS, the STATE and the DEVELOPER now wish to define responsibility for construction and maintenance of the proposed improvements.

NOW THEREFORE, by virtue of Title 47.50 RCW, it is mutually agreed between the parties hereto as follows:

1. The STATE, as agent acting for and on behalf of the DEVELOPER, agrees to perform the above "Description of Work".

   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 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 DEVELOPER hereby approves the plans and specifications for the described work as shown on Exhibit "B", attached hereto and by this reference made a part of this AGREEMENT.

2. The DEVELOPER may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the DEVELOPER. All contact between said inspector and the STATE's contractor shall be through the STATE's representative.

3. The DEVELOPER 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 DEVELOPER 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 DEVELOPER 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.

4. The DEVELOPER, 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 the work.

   An itemized estimate of cost for work to be performed by the STATE at the DEVELOPER's expense is marked Exhibit "A", and is attached hereto and by this reference made a part of this agreement.

   Partial payments shall be made by the DEVELOPER, 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 the final audit, all required adjustments will be made and reflected in a final payment.

Example 4-5, page 1 of 2

5. A surety bond in the amount shown above written by a surety company authorized to do business in the state of Washington shall be furnished to the STATE prior to execution by the STATE of this agreement. The bond shall remain in force until written release by the STATE.

   The DEVELOPER agrees to make payment for the work to be done by the STATE within thirty (30) days from receipt of billing from the STATE.

   Payment not made within thirty (30) days after receipt of billings shall bear interest at the rate of one percent per month or fraction thereof until paid pursuant to RCW 43.17.240.

6. The DEVELOPER agrees to pay the STATE the "Advance Payment Amount" stated above within 20 days after final execution of this AGREEMENT. The advance payment represents approximately fifteen (15) percent of the estimate of cost 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.

7. In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit "A", 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 DEVELOPER 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 a written modification, change order or extra work order approved by the DEVELOPER.

8. The DEVELOPER hereby grants and conveys to the STATE the right of entry upon all land which the DEVELOPER has interest, within or adjacent to the right-of-way of the highway, for the purpose of constructing said improvements.

9. The STATE shall have ownership and control of the completed facility within the STATE right-of-way, and related traffic signal induction loops outside the STATE's right-of-way with the exception that the DEVELOPER, his assigns and successors, shall be responsible for the construction, reconstruction, and maintenance of the connection and appurtenances between the shoulder line of the highway and the right-of-way line inclusive of surfacing and drainage when applicable. Future construction or maintenance within the areas responsible by the DEVELOPER, his assigns, and successors which will affect the traffic signal induction loops shall require STATE review and approval.

10. Any breach of the terms and conditions of this AGREEMENT, or failure on the part of the DEVELOPER to proceed with due diligence and in good faith in the construction and/or maintenance work provided for herein, shall subject this AGREEMENT to be canceled and, at the option of the STATE, may require the DEVELOPER to remove all or part of the facilities constructed hereunder at the DEVELOPER's sole expense.

11. The DEVELOPER 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, its agents, employees and officers arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the DEVELOPER'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 DEVELOPER 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 DEVELOPER, and provided further, that nothing herein shall require the DEVELOPER 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.

12. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DEVELOPER	**STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**
Robert Smith	*John Doe*
By: Robert Smith	By: John Doe
Title: Project Manager	Title: Regional Administrator
Date: *November 18, 1997*	Date: *November 27, 1997*

DOT

Example 4-5, page 2 of 2

AGREEMENT UC-0000
EXHIBIT "A", Estimate of Costs

Std. Bid Item #	DESCRIPTION	Unit	QUANTITY	Unit Price	Amount
0001	Mobilization *	L.S.	_	-	$1,200.00
0280	Clearing & Grubbing	h	485	$2.50	$1,212.50
2940	Roadway Excavation	m3	360	$2.00	$720.00
2990	Embankment Compaction	m3	180	$0.50	$90.00
8677	Crushed Surf. Top Course	t	350	$13.00	$4,550.00
8871	Asph Conc. Pvt. Cl. B, Incl. Paving Asphalt	t	500	$42.50	$21,250.00
9249	Paint Stripe	m	840	$0.10	$84.00
6882	Raised Pavement Marker Type 1	Hundred	2.7	$175.00	$472.50
6884	Raised Pavement Marker Type 2	Hundred	0.12	$375.00	$45.00
				Subtotal	$29,624.00
				Sales tax @ 8.2 %	$2,429.17
				Subtotal	$32,053.17
				Engineering @ 15%	$4,807.98
				Contingencies @ 5%	$1,602.66
				Subtotal	$38,463.80
				**Indirect Cost rate @ 8.09%	$3,111.72
				Total Estimated Cost	**$41,575.5**

*Engineering and Mobilization charges will be determined by a proration of the Engineering and Mobilization costs of the entire project to the construction cost 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.

Example 4-5, Exhibit "A", page 1 of 2 (Metric)

AGREEMENT UC-0000
EXHIBIT "A", Estimate of Costs

Std. Bid Item #	DESCRIPTION	Unit	QUANTITY	Unit Price	Amount
0001	Mobilization *	L.S.	_	-	$1,200.00
0025	Clearing & Grubbing	Acres	1200	$0.61	$732.00
0310	Roadway Excavation	C.Y.	360	$2.00	$720.00
0470	Embankment Compaction	C.Y.	180	$0.50	$90.00
5120	Crushed Surf. Top Course	Ton	350	$13.00	$4,550.00
5765	Asph Conc. Pvt. Cl. B, Incl. Paving Asphalt	Ton	500	$42.50	$21,250.00
6821	Paint Stripe	L.F.	840	$0.10	$84.00
6880	Raised Pavement Marker Type 1	Hundred	2.7	$175.00	$472.50
6881	Raised Pavement Marker Type 2	Hundred	0.12	$375.00	$45.00
				Subtotal	$29,143.50
				Sales tax @ 8.2 %	$2,389.77
				Subtotal	$31,533.27
				Engineering @ 15%	$4,729.99
				Contingencies @ 5%	$1,576.66
				Subtotal	$37,839.92
				Indirect Cost rate @ 8.09%	$3,061.25
				Total Estimated Cost	**$40,901.1**

*Engineering and Mobilization charges will be determined by a proration of the Engineering and Mobilization costs of the entire project to the construction cost 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.

Example 4-5, Exhibit "A", page 2 of 2

Washington State Department of Transportation

Local Agency Participating Agreement Work by State - Actual Cost	Organization and Address King County 123 South 4th Avenue Seattle, WA. 98765
Agreement Number GCA0001	Section / Location Junction SR 7 to Leahy
State Route Number: 222 / Control Section Number: 0123	Description of Work South 19th Street from Howser Avenue to Wilson Creek Bridge.
Region Northwest Region	
Advance Payment Amount 15,000	

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, (hereinafter the "STATE") and the above named organization, (hereinafter the "LOCAL AGENCY").

WHEREAS, the STATE is planning the construction or improvement of a section of the state route as shown above, and in connection therewith, the LOCAL AGENCY has requested that the STATE perform certain work as herein described, and/or is responsible for a portion of the work as provided for under WAC 468-18-040(5)(d), and

WHEREAS, it is deemed to be in the best interest for the STATE to include the necessary items of work in the STATE's construction contract proposed for the improvement of this section of State Highway, and

WHEREAS, the LOCAL AGENCY is obligated for the cost of work described herein.

NOW THEREFORE, by virtue of RCW 47.28.140 and 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

The STATE, as agent acting for and on behalf of the LOCAL AGENCY, agrees to perform the above "Description of Work".

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 LOCAL AGENCY hereby approves the plans and specifications for the described work as shown on Exhibit "B", attached hereto and by this reference made a part of this AGREEMENT.

The LOCAL AGENCY may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the LOCAL AGENCY. All contact between said inspector and the STATE's contractor shall be through the STATE's representative.

The LOCAL AGENCY agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance to the STATE 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 LOCAL AGENCY 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 LOCAL AGENCY 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

The LOCAL AGENCY, 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 the work.

DOT [illegible]

Example 4-6, page 1 of 2

An itemized estimate of cost for work to be performed by the STATE at the LOCAL AGENCY's expense is marked Exhibit "A", and is attached hereto and by this reference made a part of this AGREEMENT.

Partial payments shall be made by the LOCAL AGENCY, 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 the final audit, all required adjustments will be made and reflected in a final payment.

The LOCAL AGENCY 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 LOCAL AGENCY agrees that if payment for the work is not made within ninety (90) days after receipt of billing the STATE may withhold any tax monies which the LOCAL AGENCY is entitled to receive from the Motor Vehicle Fund until payment for the work is received by the STATE.

The LOCAL AGENCY 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 LOCAL AGENCY. The advance payment represents approximately fifteen (15) percent of the estimate of cost 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.

III
DELETION OF WORK

In the event the estimate of cost, EXHIBIT "A", is in excess of $10,000 and the total actual bid prices for the work covered by this AGREEMENT exceeds the estimate of costs by more than 15 percent, the LOCAL AGENCY shall have the option of directing the STATE to delete all or a portion of the work covered by this AGREEMENT from the STATE's contract. Except, that this provision shall be null and void if the LOCAL AGENCY's portion of the work exceeds 20 percent of the actual total contract bid price, or if the LOCAL AGENCY is responsible for the costs under state law or the Washington Administrative Code WAC 468-18-040(5)(d).

The LOCAL AGENCY shall have five (5) working days from the date of written notification to inform the STATE to delete the work. Should the LOCAL AGENCY exercise its option to delete the work, the LOCAL AGENCY agrees, upon billing by the STATE, to reimburse the STATE for preliminary engineering costs incurred by the STATE to include the work covered by this AGREEMENT in the STATE's contract.

IV
EXTRA WORK

In the event unforeseen conditions require an increase in the cost of 25 percent of more from that agreed to on Exhibit "A", this AGREEMENT will be modified by a 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 LOCAL AGENCY 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 a written modification, change order or extra work order approved by the LOCAL AGENCY.

V
RIGHT OF ENTRY

The LOCAL AGENCY hereby grants and conveys to the STATE the right of entry upon all land which the LOCAL AGENCY has interest, within or adjacent to the right of way of the highway, for the purpose of constructing and if necessary, maintaining said improvements.

Upon completion of the work outlined herein, all future operation and maintenance of the LOCAL AGENCY's facilities shall be at the sole cost of the LOCAL AGENCY and without expense to the STATE.

VI
LEGAL RELATIONS

No liability shall attach to the STATE or the LOCAL AGENCY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

LOCAL AGENCY

By *William Johnson*

Title Chief, Right of Way Operations

Date *November 18, 1997*

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By *John Doe*

Title Region Administrator

DOT [illegible]

Example 4-6, page 2 of 2

AGREEMENT GCA-0000
EXHIBIT "A", Estimate of Costs

Std. Bid Item #	DESCRIPTION	Unit	QUANTITY	Unit Price	Amount
0001	Mobilization *	L.S.	_	-	$6,500.00
0280	Clearing & Grubbing	L.S.	_	_	$1,000.00
2940	Roadway Excavation	m3	1,100	$10.00	$11,000.00
8665	Gravel Base	t	800	$10.00	$8,000.00
8677	Crushed Surf. Top Course	t	650	$15.00	$9,750.00
8722	Asphalt for Tack Coat	t	0.15	$250.00	$37.50
5334	Antistripping Addative	Est.	-	-	$222.00
8871	Asph. Conc. Pvt. Cl. B Incl. Paving Asphalt	t	500	$40.00	$20,000.00
9249	Paint Stripe	m	350	$0.30	$105.00
9273	Plastic Stop bar	m	8	$15.00	$120.00
6833	Plastic Traffic Arrow	Each	2	$50.00	$100.00
6881	Raised Pavement Marker Type 2	Hundred	1.5	$400.00	$600.00
6904	Illumination System	L.S.	_	_	$15,000.00
6979	Traffic Control Labor	Est.	_	_	$4,000.00
7480	Roadside Cleanup	Est.	_	_	$1,000.00
				Subtotal	$77,434.50
				Sales tax @ 8.2 %	$6,349.63
				Subtotal	$83,784.13
				Engineering @ 15% *	$12,567.62
				Contingencies @ 5%	$4,189.21
				Subtotal	$100,540.95
				**Indirect Cost rate @ 8.09%	$8,133.76
				Total Estimated Cost	**$108,674.7**
				Estimated County Participation @ 10%	**$10,867.4**

*Engineering and Mobilization charges will be determined by a proration of the Engineering and Mobilization costs of the entire project to the construction cost 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.

County Participation Based on Traffic Counts

	ADT
Loon Lake Road	440
SR 222 @ Loon lake Road	3,960
	4,400

$$\frac{440}{4,400} = 0.10 = 10\%$$

COUNTY to reimburse the STATE 10% of total project costs.

0.10 x $108,674.72 = $10,867.47

Example 4-6, Exhibit "A", page 1 of 2 (Metric)

AGREEMENT GCA-0000
EXHIBIT "A", Estimate of Costs

Std. Bid Item #	DESCRIPTION	Unit	QUANTITY	Unit Price	Amount
0001	Mobilization *	L.S.	_	-	$6,500.00
0025	Clearing & Grubbing	L.S.	_	_	$1,000.00
0310	Roadway Excavation	C.Y.	1,100	$10.00	$11,000.00
5047	Gravel Base	Ton	800	$10.00	$8,000.00
5120	Crushed Surf. Top Course	Ton	650	$15.00	$9,750.00
5325	Asphalt for Tack Coat	Ton	0.15	$250.00	$37.50
5334	Antistripping Addative	Est.	-	-	$222.00
5765	Asph. Conc. Pvt. Cl. B Incl. Paving Asphalt	Ton	500	$40.00	$20,000.00
6821	Paint Stripe	L.F.	350	$0.30	$105.00
6829	Plastic Stop bar	L.F.	8	$15.00	$120.00
6833	Plastic Traffic Arrow	Each	2	$50.00	$100.00
6881	Lane Marker Type 2	Hundred	1.5	$400.00	$600.00
6904	Illumination System	L.S.	_	_	$15,000.00
6981	Labor for Traffic Control	Est.	_	_	$4,000.00
7480	Roadside Cleanup	Est.	_	_	$1,000.00
				Subtotal	$77,434.50
				Sales tax @ 8.2 %	$6,349.63
				Subtotal	$83,784.13
				Engineering @ 15% *	$12,567.62
				Contingencies @ 5%	$4,189.21
				Subtotal	$100,540.95
				**Indirect Cost rate @ 8.09%	$8,133.76
				Total Estimated Cost	**$108,674.7**
				Estimated County Participation @ 10%	**$10,867.4**

*Engineering and Mobilization charges will be determined by a proration of the Engineering and Mobilization costs of the entire project to the construction cost 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.

County Participation Based on Traffic Counts

	ADT
Loon Lake Road	440
SR 222 @ Loon lake Road	3,960
	4,400

$$\frac{440}{4{,}400} = 0.10 = 10\%$$

COUNTY to reimburse the STATE 10% of total project costs.

0.10 x $108,674.72 = $10,867.47

Example 4-6, Exhibit "A", page 2 of 2

Washington State Department of Transportation

State Participating Agreement Work by Local Agency Actual Cost	Organization and Address King County 123 South 4th Avenue Seattle, WA. 98765
	Section / Location Junction SR 7 to Leahy
Agreement Number GCA0001	Description of Work South 19th Street from Howser Avenue to Wilson Creek Bridge.
State Route Number: 222 / Control Section Number: 0123	
Region Northwest Region	

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, (hereinafter the "STATE") and the above named organization, (hereinafter the "LOCAL AGENCY").

WHEREAS, the LOCAL AGENCY is planning the construction of a project as shown above, and in connection therewith, the STATE has requested that the LOCAL AGENCY perform certain work as herein described, and

WHEREAS, it is deemed to be in the best interest for the STATE to include specific items of work in the LOCAL AGENCY's construction contract proposed for the above-noted project, and

WHEREAS, the STATE is obligated for the cost of work described herein.

NOW THEREFORE, by virtue of RCW 47.28.140 and 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

The LOCAL AGENCY, as agent acting for and on behalf of the STATE, agrees to perform the above "Description of Work".

Plans, specifications and cost estimates shall be prepared by the LOCAL AGENCY 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 LOCAL AGENCY will incorporate the plans and specifications into the LOCAL AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract.

The LOCAL AGENCY agrees to submit plans and specifications for the described work as shown on Exhibit "B", attached hereto and by this reference made a part of this AGREEMENT, to the STATE for approval prior to advertising the project.

The STATE may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the STATE. All contact between said inspector and the LOCAL AGENCY's contractor shall be through the LOCAL AGENCY's representative.

DOT [illegible]

The STATE 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.

II
PAYMENT

The STATE, in consideration of the faithful performance of the work to be done by the LOCAL AGENCY, agrees to reimburse the LOCAL AGENCY for the actual direct and related indirect cost of the work.

An itemized estimate of cost for work to be performed by the LOCAL AGENCY at the STATE's expense is marked Exhibit "A", and is attached hereto and by this reference made a part of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the LOCAL AGENCY, 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 the final audit, all required adjustments will be made and reflected in a final payment.

Example 4-7, page 1 of 2

The LOCAL AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the LOCAL AGENCY has completed the work.

III
DELETION OF WORK

In the event the estimate of cost, Exhibit "A", is in excess of $10,000 and the total actual bid prices for the work covered by this AGREEMENT exceeds the estimate of cost by more than 15 percent, the STATE shall have the option of directing the LOCAL AGENCY to delete all or a portion of the work covered by this AGREEMENT from the LOCAL AGENCY's contract. Except, that this provision shall be null and void if the STATE's portion of the work exceeds 20 percent of the actual total contract bid price.

The STATE shall have five (5) working days from the date of written notification to inform the LOCAL AGENCY to delete the work. Should the STATE exercise its option to delete work, the STATE agrees, upon billing by the LOCAL AGENCY, to reimburse the LOCAL AGENCY for preliminary engineering costs incurred by the LOCAL AGENCY to include the work covered by this AGREEMENT in the LOCAL AGENCY's 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 "A", this AGREEMENT will be modified by supplemental 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 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 description of work shall be limited to costs covered by a written modification, change order or extra work order approved by the STATE.

V
RIGHT OF ENTRY

The STATE hereby grants and conveys to the LOCAL AGENCY the right of entry upon all land which the STATE has interest, within or adjacent to the right of way of the highway, for the purpose of constructing said improvements.

Upon completion of the work outlined herein, all future operation and maintenance of the STATE's facilities shall be at the sole cost of the STATE and without expense to the LOCAL AGENCY.

VI
LEGAL RELATIONS

No liability shall attach to the LOCAL AGENCY or the STATE by reason of entering into this agreement except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

LOCAL AGENCY

By *William Johnson*

Title Chief, Right of Way Operations

Date *November 18, 1997*

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By *John Doe*

Title Region Administrator

DOT [illegible]

Example 4-7, page 2 of 2

Exhibit "A"

Agreement GCA 0001
Exhibit "A", Estimate of Cost

Item No.	DESCRIPTION	Unit	QUANTITY	Unit Price	Amount
1	Mobilization	L.S.	_	-	$6,500.00
2	Clearing & Grubbing	L.S.	_	_	$1,000.00
3	Roadway Excavation	m^3	1,100	$10.00	$11,000.00
4	Gravel Base	t	800	$10.00	$8,000.00
5	Crushed Surf. Top Course	t	650	$15.00	$9,750.00
6	Asphalt for Tack Coat	t	0.15	$250.00	$37.50
7	Antistripping Addative	Est.	-	-	$222.00
8	Asph. Conc. Pvt. Cl. B Incl. Paving Asphalt	t	500	$40.00	$20,000.00
9	Paint Stripe	m	350	$0.30	$105.00
10	Plastic Stop bar	m	8	$15.00	$120.00
11	Plastic Traffic Arrow	Each	2	$50.00	$100.00
12	Lane Marker Type 2	Hundred	1.5	$400.00	$600.00
13	Illumination System	L.S.	_	_	$15,000.00
14	Labor for Traffic Control	Est.	_	_	$4,000.00
15	Roadside Cleanup	Est.	_	_	$1,000.00
				Subtotal	$77,434.50
				Sales tax @ 8.2 %	$6,349.63
				Subtotal	$83,784.13
				Engineering @ 15%	$12,567.62
				Contingencies @ 5%	$4,189.21
				Total Estimated Cost	**$100,540.9**

Example 4-7, Exhibit "A", page 1 of 2 (Metric)

AGREEMENT GCA-0001
EXHIBIT "A", Estimate of Costs

Item No.	DESCRIPTION	Unit	QUANTITY	Unit Price	Amount
1	Mobilization *	L.S.	_	-	$6,500.00
2	Clearing & Grubbing	L.S.	_	_	$1,000.00
3	Roadway Excavation	C.Y.	1,100	$10.00	$11,000.00
4	Gravel Base	Ton	800	$10.00	$8,000.00
5	Crushed Surf. Top Course	Ton	650	$15.00	$9,750.00
6	Asphalt for Tack Coat	Ton	0.15	$250.00	$37.50
7	Antistripping Addative	Est.	-	-	$222.00
8	Asph. Conc. Pvt. Cl. B Incl. Paving Asphalt	Ton	500	$40.00	$20,000.00
9	Paint Stripe	L.F.	350	$0.30	$105.00
10	Plastic Stop bar	L.F.	8	$15.00	$120.00
11	Plastic Traffic Arrow	Each	2	$50.00	$100.00
12	Lane Marker Type 2	Hundred	1.5	$400.00	$600.00
13	Illumination System	L.S.	_	_	$15,000.00
14	Labor for Traffic Control	Est.	_	_	$4,000.00
15	Roadside Cleanup	Est.	_	_	$1,000.00
				Subtotal	$77,434.50
				Sales tax @ 8.2 %	$6,349.63
				Subtotal	$83,784.13
				Engineering @ 15% *	$12,567.62
				Contingencies @ 5%	$4,189.21
				Total Estimated Cost	**$100,540.9**

Example 4-7, Exhibit "A", page 2 of 2

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, by virtue of Title 47 RCW, hereafter called the "STATE" and (Name of County or City) of (Address of County or City), acting by and through the (Mayor, Board of Commissioners, etc.), hereinafter called the "COUNTY" ("CITY").

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 COUNTY (CITY) 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 above written.

_____COUNTY (CITY) OF _____

By: _____

Title:_____

APPROVED AS TO FORM

Date:_____

By:_____
Assistant Attorney General

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By:_____

Example 4-8

Washington State
Department of Transportation

Individual Payment Bond for Agreement

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That we, _____
as Principal, hereinafter called Principal, and _____ as Surety,
hereinafter called Surety, are hold and firmly bound unto _____
as Obligee, hereinafter called Obligee, in the penal sum of _____
for the payment of which sum well and truly to be made, we the Principal and Surety above named jointly and severally bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, by these presents.

WHEREAS, The Principal has requested and the Obligee has agreed to perform certain work as described in DEVELOPER'S AGREEMENT, agreement number _____ a copy of which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, If the Principal shall pay the full amount of all sums which become due the Obligee for the said improvements within the time prescribed in the developer's agreement then this obligation shall be null and void upon receipt of a written discharge from the state, otherwise to be and to remain in full force and effect.

IN WITNESS WHEREOF, The parties have executed this agreement

this _____ day of _____ , _____ .

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

Principal: _____
Address: _____

Telephone: _____

By: _____
Title: _____

Approved

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

_____

By: _____

Title: _____

Date: _____

Surety: _____
Address: _____

Telephone: _____

By: _____
Title: _____

DOT _____

Example 4-9

Washington State Department of Transportation

Individual Bond for Agreement

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That we, _____

of _____ County _____ as Principal, and

_____ as Surety, are jointly and severally bound unto the STATE OF WASHINGTON

in the sum of _____ 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 requested the permission of the Washington State Department of Transportation, to construct improvements within the state's right of way, and

WHEREAS, the Washington State Department of Transportation, has agreed to allow the Principal to construct these improvements on a portion of State Route No. _____ in _____ County, Washington, under the provisions of the agreement between these two parties hereinafter identified as agreement number _____ .

NOW, THEREFORE, the condition of this obligation is such that if all the conditions of said agreement 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 agreement by said Principal, through a period ending not more than _____ year(s) after date of completion of construction 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 _____ day of _____ , _____ .

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

Principal: _____

Address:

Telephone: _____

_____

By: _____

Title: _____

Surety: _____

Address:

Telephone: _____

_____

By: _____

Title: _____

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

_____

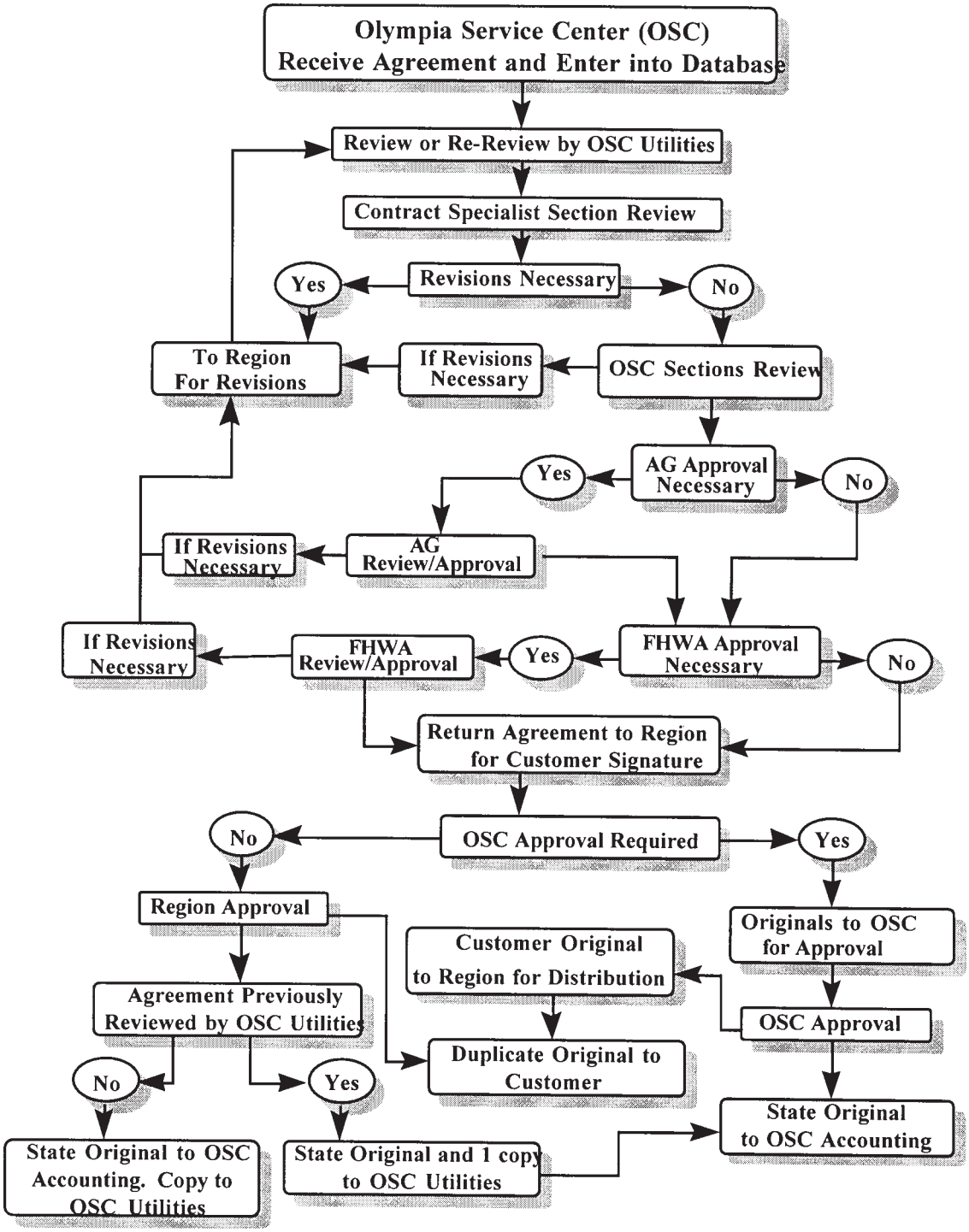
By: _____

Title: _____

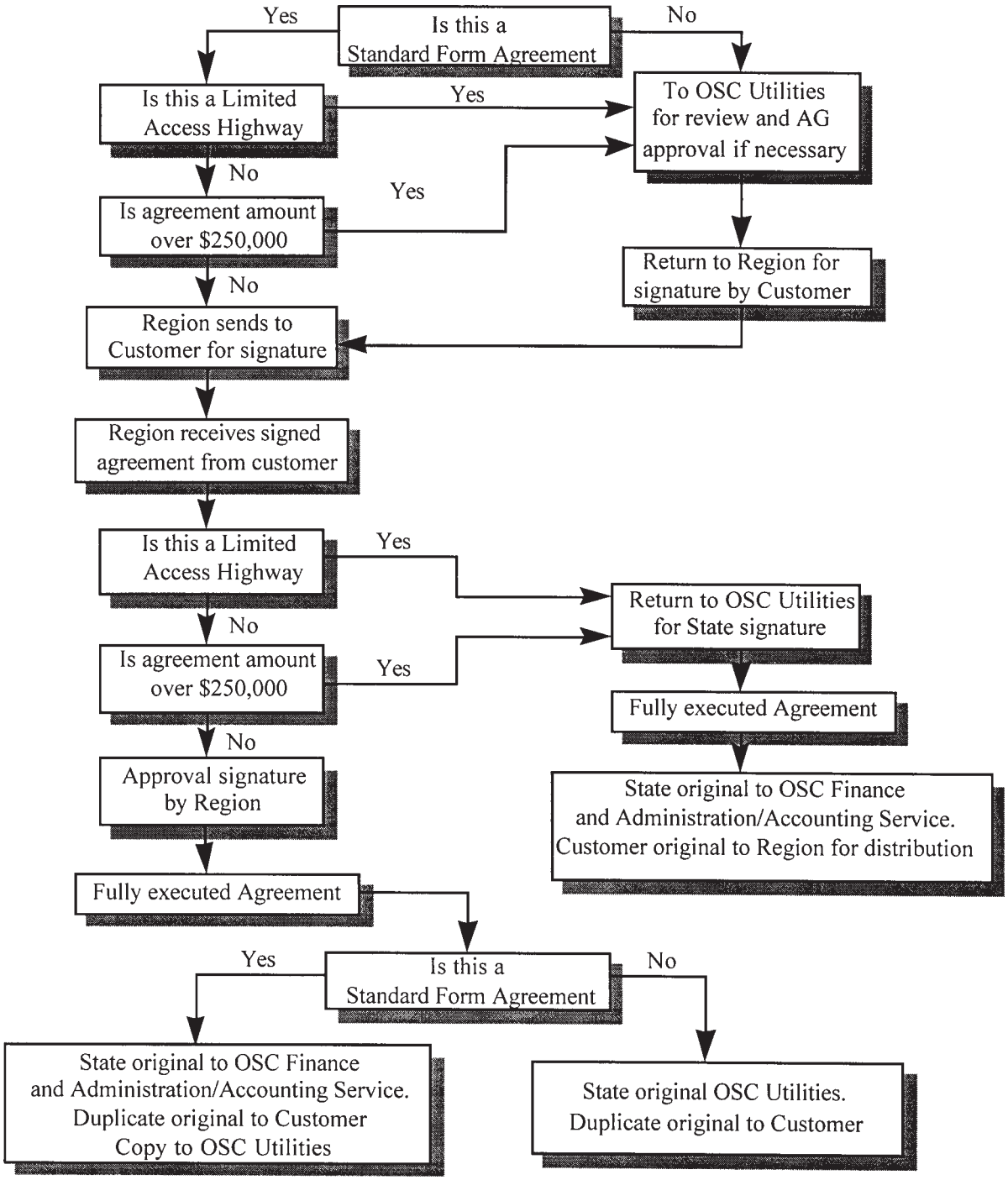
Date: _____

DOT _____

Example 4-10



Flow Chart for Olympia Service Center Utilities Section
Local Agency and Developer Agreement Processing



Local Agency and Developer Agreement Approval Process

Olympia Service Center Processed Agreement Transmittal Checklist

This checklist should be completed and accompany all agreements submitted to the Olympia Service Center Utilities Section for review and/or approval.

1. Agreement No. Supplement No. SR No. CS No.
2. Section
3. Work Order or Contract No.
   Project Identification (PIN No.) if Applicable
4. Advertisement & Award By: OSC ☐ Region ☐ N/A ☐ AD Date
5. SR Milepost Range of Work FROM TO
6. Yes ☐ No ☐ Rush (Standard Processing Unless Justified)
   Justification For Rush
7. Yes ☐ No ☐ N/A ☐ State Funding Involved
   Highway Program Category
   IF YES: I ☐ P ☐ M2 ☐ OTHER
8. Yes ☐ No ☐ N/A ☐ Federal Funds Involved
   If Yes: Federal Aid No.
9. Yes ☐ No ☐ Agreement Edit Information (AEI) Form Attached
   Federal Employees Identification No.
10. Yes ☐ No ☐ N/A ☐ Indirect Cost Rate (Administrative Overhead) Included
    If No - Reason
11. Yes ☐ No ☐ N/A ☐ Statement Recognizing Pro-ration Of Mobilization, Engineering Added To Cost Estimate (if Appropriate)
12. Yes ☐ No ☐ N/A ☐ Change Order Attached If Work Is Under State Contract
    If Yes: Change Order No.
13. Yes ☐ No ☐ N/A ☐ Advance Payment Amount Included For State Work
    If No - Reason
14. Other Comments Or Additional Information

Revised December 2, 1997

Agreement Transmital Checklist

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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, OSC refers to the Washington State Department of Transportation, Olympia Service Center.

Contact and negotiation with U.S. agencies for property rights (easements, right of entry, etc.) are handled through OSC'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) dated, July 12, 1991, 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 OSC 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 OSC 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 OSC 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 A 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 OSC 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 OSC Utilities Engineer for copying and distribution to the appropriate OSC 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 OSC 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 OSC 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 OSC 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:

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

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CHAPTER 6
TURNBACK AGREEMENTS

6-1 **GENERAL:** Turnback procedures involve certification and or relinquishment of operating right of way and non-operating property for highways, roads or streets removed from the Department of Transportation's jurisdiction to the appropriate counties, cities or towns. For both relinquishment and certifications, early negotiation and execution of agreements and expeditious provision of deeds to local agencies are essential.

All agreements are to be completed before the construction projects are advertised. Conveyance documents will be provided to the local agencies no later than six months after transfer of jurisdiction. While the six month period is the outside limit, it is the intent of this policy to accomplish issuance of conveyance documents within 90 days when possible.

6-1.1 The definitions applicable to this chapter include:

6-1.1.1 Agreement: A legal document between the WSDOT and the appropriate local agency which defines the responsibility for operation, maintenance and/or future ownership of frontage roads, reconstructed roads, abandoned state routes, etc.

6-1.1.2 Certification: A formal release of the jurisdiction over a former state highway to counties, cities or towns and designated to become a part of the local agency road network. Normally, abandonment of a former state highway is the result of legislative changes to route designations.

6-1.1.3 Conveyance: The legal document by which the state conveys to a local agency the state's real property interest in or to the real property supporting a relinquishment or certification.

6-1.1.4 Local Agency: Counties, cities and towns only.

6-1.1.5 Relinquishment: The formal release to counties, cities and towns of that portion of a facility constructed under the responsibility of WSDOT and designated by agreement to become the property of the local agency upon completion of construction.

6-1.1.6 Turnback: A general term including certifications and relinquishments used to describe the conveyance of real property to local agencies.

6-1.1.7 Operating Property: That real property or interest therein (including easements) acquired, dedicated, reserved or necessary for the construction, operation and maintenance of a public way for vehicular traffic and lying within the state's highway right of way lines.

6-1.1.8 Nonoperating Property: Waste sites, pit sites, stockpile sites, maintenance sites, and other such lands or easements required or used in the support of the construction and/or operation of a vehicular public way and lying outside the state's highway right of way lines.

6-1.2 The policies governing turnbacks include:

6-1.2.1 RCW 36.75, "Streets-Classification and Design Standards"

6-1.2.2 RCW 47.12, "Acquisition and Disposition of State Highway Property"

6-1.2.3 RCW 47.24, "City Streets as Part of State Highways"

6-1.2.4 RCW 47.52.210, "Limited Access Facilities"

6-1.2.5 WAC 468-18-040, "Design Standards for Rearranged County Roads, Frontage Roads, Access, Roads, Intersections, Ramps and Crossings"

6-1.2.6 WAC 468-18-050. "Policy on the Construction, Improvement and Maintenance of Intersections of State Highways and City Streets"

6-1.2.7 WAC 468-30-070, "Procedure for Transfer of Abandoned State Highways to Counties"

6-1.2.8 WAC 468-03-075, "Procedure for Transfer of Abandoned State Highways to Cities and Towns"

6-1.2.9 Commission Resolution No. 1778

6-1.2.10 Commission Resolution No. 1779

6-2 CERTIFICATION:

6-2.1 Certification Policy

6-2.1.1 The Department releases jurisdiction of a former highway or segment of highway to the appropriate local agency upon completion and opening to public use of a new route.

6-2.1.2 Agreements are negotiated with the local agencies, with negotiations taking place during the location, design or access plan phases of project development involving the new routes.

6-2.1.3 The Department executes the agreement prior to advertising for construction of the new route.

6-2.1.4 The agreement will include the extent of the Department's liability for rehabilitation and repair of the route to be certified to the local agency.

6-2.1.5 The Department will convey its entire legal interest in the former highway, together with notification of any known encumbrances affecting the facilities, to local jurisdiction no later than six months after the transfer to local responsibility.

6-2.1.6 At the time of conveyence of title to roads and streets, the Department will also convey title to those nonoperating properties considered necessary to the continued maintenance and operation of the former highway (which may include but are not limited to stockpile sites, maintenance sites, easements, etc.), but no longer necessary for the operation and maintenance of the state transportation system.

6-2.1.7 The Department continues routine maintenance on the former route at a level comparable to other state routes until it is certified to the local agency.

6-2.1.8 The responsibility for management of access control is inherent to the operation and maintenance of any roadway; hence, the authority for the management of access control will be released to the local agency when the jurisdiction of the roadway is released. Exceptions to this will be approved on a case by case basis by the Project Development Engineer.

6-2.2 Certification Procedure

6-2.2.1 District Administrator:

6-2.2.1.1 During the location, design or access plan phases of the project development of the new facility, arrange for a joint field review with the local agency. The Transportation Department shall be represented by designated representatives of the district including the District Maintenance Engineer. The local agency shall be represented by the county road/city or town engineer, supervisor or designated representative. This first field inspection with the local agency should include a review of deficiencies to be corrected prior to certification. Ensure that agreement is reached with the local agency during the location, design or access plan phases of project development. Formal agreement must be reached and executed <u>prior</u> to the project advertising date.

If agreement cannot be reached, refer to Section 6-2.2.8.1.

During the negotiations with local agencies, identify and agree on areas to be transferred. Property and property rights not necessary for the continued maintenance and operation of the facility to be transferred (surplus property, excess R/W, and selected access control) can then be disposed of by WSDOT.

6-2.2.1.2 Prepare the appropriate standard turnback agreement using the DOT forms provided for this purpose:

County Turnback Agreement, DOT Form 224-056 (Example 6-1).

City/Town Turnback Agreement, DOT Form 224-057 (Example 6-2).

Nonstandard agreements or modified standard agreements may be utilized when necessary but require review and concurrence by the Utilities/Railroad Section and approval as to form by the Attorney General's Office.

6-2.2.1.2.1 The District completes the information required on page 1 of the standard agreement including assignment of a District-issued agreement number. The number will be prefixed TB followed by

the District number, hyphen and then a four digit numerical sequence number (e.g., TB 5-0026, Agreement Number 26 in District 5).

6-2.2.1.2.2 WSDOT's official right of way plans, if available, should be used as exhibits. If not available, the access report plan or design report plan may be used.

The plan used must be revised to accurately show and describe the areas being certified so that a legal description may be prepared as part of the conveyance instrument.

Care must be taken not to obliterate any of the details shown on the exhibit by the addition of the exhibit stamp, color designations, or other markings.

6-2.2.1.2.3 Turnback agreements involving abandonment of a state highway are to include an enumerated list of deficiencies which will be corrected by the state prior to acceptance of the road or street by the local agency. The detailed list shall by reference be made a part of the turnback agreement.

Since negotiations will occur early in the design phase of the new facilities, some items may require identification which cannot be resolved prior to agreement execution. The agreement will also include a list covering those items, if any, to be agreed upon at a later date.

6-2.2.1.3 Forward one copy of the proposed agreement to the Chief Right of Way Agent for review and approval.

6-2.2.1.4 Enter a record file on all turnback agreements initiated by the District in format of the statewide status report system.

6-2.2.2 Chief Right of Way Agent:

6-2.2.2.1 Review standard agreement form to ensure that all blanks have been completed.

Review agreement exhibits for:

- Current plan.
- Turnback lines and notes.
- Color designations.
- Sufficient plan detail allowing preparation of a legal description.
- Assurance that property rights for transfer have been acquired by the state.

6-2.2.2.2 Nonstandard agreements and standard agreements which have been modified require review and concurrence by the Utilities/Railroad Section and approval as to form by the Attorney General's Office.

6-2.2.2.3 Incorporate record of agreement into a statewide status report system. Publish a report including the current status of all turnback actions from the time agreements are initially received from the District Administrator to the time conveyance documents are transmitted to the local agency. Distribute an updated copy of the status report quarterly to each District Administrator.

6-2.2.2.4 Return comments and/or approval to the District Administrator.

6-2.2.3 District Administrator:

6-2.2.3.1 Address comments, if any, and resubmit for Chief Right of Way Agent's approval.

6-2.2.3.2 Following approval of Chief Right of Way Agent submit agreement to local agency for execution.

6-2.2.3.3 Execute the agreement on behalf of the WSDOT. An executed copy of the agreement is to be retained in the District as the WSDOT file.

Nonstandard agreements and standard agreements which have been modified must be approved in accordance with Section 6-2.2.2.2 prior to WSDOT execution.

6-2.2.4 State Aid Engineer:

6-2.2.4.1 On or about February 1 of each year, request each District Administrator to report, not later than April 1, all anticipated certifications of highways during the ensuing calendar year.

6-2.2.5 District Administrator:

6.2.2.5.1 Inventory and inspect the routes to be certified during the ensuing calendar year. This will include a determination of any non-operating property to be transferred to the local agency.

Areas required as right of way that are not needed for the continued operation and maintenance of the route to be certified should also be identified. These areas are to be identified on the state's right of way plan and added to the Property Management Inventory.

6-2.2.5.2 Submit anticipated certifications no later than April 1 to the State Aid Engineer reporting each certification separately for purposes of ready identification, together with a reproducible vicinity map, approximately 8½" x 11." The map shall plainly show the section to be transferred.

6-2.2.6 State Aid Engineer:

6-2.2.6.1 Determine that the recommended certifications are in accordance with appropriate system alignment.

6-2.2.6.2 Forward for informational purposes a copy of all recommended certifications from the District Administrators to the:

- Maintenance and Operations Engineer.
- Project Development Engineer.
- Chief Right of Way Agent.
- Transportation Planning Manager.

6-2.2.6.3 Initiate actions to secure approval by the Federal Highway Administration for modifying and/or deleting Federal-aid routes in accordance with D33-14 (PS).

6-2.2.6.4 Submit the recommended certifications to the Transportation Commission at its July meeting for its approval to certify the jurisdiction over the highway removed from the state transportation system.

6-2.2.6.5 Subsequent to formal notification by the Commission of its approval, prepare a notice prior to August 1 and send it to the Board of County Commissioners or the mayor of each affected county, city or town, with a copy to the District Administrator, identifying the anticipated certifications for the ensuing calendar year. The notification will indicate the anticipated date of certification and will be accompanied by a copy of the district-prepared vicinity map; bearing prominent identification in color of the section to be certified.

NOTE: The actions outlined in Sections 6-2.2.4 through 6-2.2.6 may be accomplished prior to, concurrent with, or following the actions in Sections 6-2.2.1 through 6-2.2.3.

6-2.2.7 District Administrator:

6-2.2.7.1 Advertise project and carry out construction of the new facility. This will include correction of any deficiencies noted during the first field review with the local agency and included in the agreement.

6-2.2.7.2 Upon completion of the new facility, or prior to completion if appropriate (e.g., stage construction), the District shall arrange for a second joint maintenance inspection by representatives of the WSDOT and local agency to assure that work designated in the agreement has been completed.

6-2.2.7.3 Reach agreement with the local agency on items not agreed to previously in Section 6-2.2.1.2.3.

6-2.2.7.3.1 Upon completion of any work agreed upon, the District shall by letter inform the local agency that all deficiencies noted have been corrected, and request the local agency to accept the highway in accordance with the certification agreement.

6-2.2.7.3.2 The local agency shall by letter subsequently inform the District Administrator that the road or highway to be certified is either: (a) in a condition acceptable to the local agency, or (b) in a condition not acceptable to the local agency in which case the unacceptable conditions shall be enumerated in detail.

6-2.2.7.3.3 In the event the District Administrator feels that additional maintenance work is required, he shall direct such work to be done and again follow the procedure outlined in 6-2.2.7.3.1; and the local agency shall then follow the procedure outlined in 6-2.2.7.3.2.

6-2.2.7.3.4 In the event it becomes impossible for the district and the local agency to reach agreement, a full report of the inspection and the apparent points of disagreement shall be transmitted to the Project Development Engineer with recommendations.

6-2.2.8 Project Development Engineer:

6-2.2.8.1 In the event an agreement cannot be reached between the local agency and District Administrator (Section 6-2.2.1.1), or on items in Section 6-2.2.7.3, consult with the State Maintenance and Operations Engineer and the local agency and provide the Secretary of Transportation with all significant information. The Secretary will take final action and the local agency shall be provided with a copy of his decision at least two weeks before the certification is made.

6-2.2.9 District Administrator:

6-2.2.9.1 Submit a letter (certified mail by return receipt) to the local agency advising that effective as of a specific date the Department of Transportation is transferring jurisdiction to the local agency in accordance with the terms and conditions of the turnback agreement (number) executed on (date). A sample of a typical letter is included in Example 6-5.

The letter transferring jurisdiction should be mailed only after receipt of the following:

- Fully executed agreement.
- Local agency letter accepting the right of way covered by the agreement in its present condition, <u>or</u> appropriate action taken as the result of a decision by the Secretary of Transportation (Section 6-2.2.8.1 above).

Request the Chief Right of Way Agent, as a copy recipient of the letter going to the local agency, to prepare and transmit the appropriate conveyance documents to the local agency. The District's request will be accompanied with a copy of the:

- Fully executed agreement.
- Local agency letter of acceptance <u>or</u> decision of the Secretary of Transportation.

6-2.2.9.2 Following transfer of jurisdiction, provide the local agency with all available maps, permits, franchises and other documents, including bridge and structure plans, calculations, inspection and construction records which may relate to that portion of highway transferred.

6-2.2.10 Chief Right of Way Agent:

6-2.2.10.1 Within six months following transfer of jurisdiction, prepare and transmit conveyance documents to the local agency.

6-2.2.11 District Administrator:

6-2.2.11.1 Maintain a record on all turnback agreements initiated and completed by the District.

6-3 RELINQUISHMENT:

6-3.1 Relinquishment Policy

6-3.1.1 The Department constructs new frontage and other local roads and streets, or reconstructs existing local roads and streets to reduce impact or mitigate damages, to standards equal to or higher than officially used by the local agency within whose jurisdiction the facility lies.

6-3.1.2 During the design stage, the Department will obtain local agency approval of the plan for reconstruction. As an integral part of the approval, appropriate recognition and commitment of local responsibility for accepting jurisdiction over local roads and streets reconstructed under the plan shall be identified by formal agreement prior to acquisition of any additional right of way. This recognition shall include definition and division of maintenance and operating responsibility.

6-3.1.3 The Department considers that roads and streets newly constructed under 6-3.1.1 should logically come under the jurisdiction responsibility of the local cognizant agency at the time of completion of construction.

Prior to right of way acquisition the Department formally requests the local agency to acknowledge the plan for newly constructed roads and streets and to agree to accept the jurisdiction over these facilities upon completion of construction. These acknowledgments shall be formalized by executed agreement.

6-3.1.4 Upon notification by a local agency of a refusal to accept jurisdiction of the roads and streets to be constructed as part of a limited access facility, right of way acquisition shall not proceed until the Secretary of Transportation has determined these facilities are so necessary to the public interest that they are required and shall remain under Department jurisdiction.

6-3.1.5 The responsibility for management of access control is inherent to the operation and maintenance of any roadway; hence, the authority for the management of access control will be released to the local agency when the jurisdiction of the roadway is released. Exceptions to this will be approved on a case by case basis by the Project Development Engineer.

6-3.2 Relinquishment Procedure

6-3.2.1 District Administrator:

6-3.2.1.1 Ensure that informal agreement is reached with the local agency prior to hearings for roads to be constructed or reconstructed.

6-3.2.1.2 Request the Project Development Engineer to obtain approval of the Secretary of Transportation to construct those local facilities over which the local agency will not accept jurisdiction (limited access highway, see 6-3.1.4 above).

6-3.2.2 Project Development Engineer:

6-3.2.2.1 Obtain approval by the Secretary of Transportation to construct those facilities over which the local agency will not accept jurisdiction (limited access highway). Advise District Administrator.

6-3.2.3 District Administrator:

6-3.2.3.1 Ensure that a formal agreement is reached for relinquishment of a newly constructed or reconstructed local roads and streets prior to right of way acquisition. Prepare the appropriate standard turnback agreement using the DOT forms provided for this purpose:

County Turnback Agreement, DOT Form 224-056 (Example 6-1).

City/Town Turnback Agreement, DOT Form 224-057 (Example 6-2).

The standard agreement format has been designed to include both relinquishments and certifications in one document.

Nonstandard agreements or modified standard agreements may be utilized when necessary but require review and concurrence by the Utilities/Railroad Section and approval as to form by the Attorney General's Office.

6-3.2.3.1.1 The District completes the information required on page 1 of the standard agreement including assignment of a District-issued agreement number. The number will be prefixed TB followed by the District number, hyphen and then a four digit numerical sequence number (e.g., TB 5-0026, Agreement Number 26 in District 5).

6-3.2.3.1.2 WSDOT's official right of way plans, if available, should be used as exhibits. If not available, the access report plan or design report plan may be used.

The plan used must be revised to accurately show and describe the areas being transferred so that a legal description may be prepared as part of the conveyance instrument.

Care must be taken not to obliterate any of the details shown on the exhibit by the addition of the exhibit stamp, color designations, or other markings.

6-3.2.3.2 Forward one copy of the agreement to the Chief Right of Way Agent for review and approval.

6-3.2.3.3 Enter a record file on all turnback agreements initiated by the District in format of the statewide status report system.

6-3.2.4 Chief Right of Way Agent:

6-3.2.4.1 Review standard agreement form to ensure that all blanks have been completed.

Review agreement exhibits for:

- Current plan.
- Turnback lines and notes.
- Color designations.
- Sufficient plan detail allowing preparation of a legal description.
- Assurance that property rights for transfer have been acquired by the state.

6-3.2.4.2 Nonstandard agreements and standard agreements which have been modified require review and concurrence by the Utilities/Railroad Section and approval as to form by the Attorney General's Office.

6-3.2.4.3 Return comments and/or approval to the District Administrator.

6-3.2.4.4 Update the record of agreements in the statewide status report system. Distribute an updated copy of the status report quarterly to each District Administrator.

6-3.2.5 District Administrator:

6-3.2.5.1 Address comments, if any, and resubmit for Chief Right of Way Agent's approval.

6-3.2.5.2 Following approval of Chief Right of Way Agent submit agreement to local agency for execution.

6-3.2.5.3 Execute the agreement on behalf of the WSDOT.

Nonstandard agreements and standard agreements which have been modified must be approved in accordance with Section 6-3.2.4.2 prior to WSDOT execution.

6-3.2.5.4 Subsequent to execution of the agreement, complete right of way acquisition and carry out construction.

Additions and/or deletions to the right of way plans from that contained in the agreement, and which affect the turnback area, require a right of way plan revision and supplement agreement covering said change.

6-3.2.5.5 Upon completion of the new facility, arrange for a joint inspection by representatives of the Transportation Department and the local agency to assure that all work has been completed according to the plans and in conformity with the agreement. Correct any noted deficiencies.

6-3.2.5.6 Submit a letter (certified mail by return receipt) to the local agency advising that effective as of a specific date the Department of Transportation is transferring jurisdiction to the local agency in accordance with the terms and conditions of the turnback agreement (number) executed on (date). A sample of a typical letter is included in Example 6-5.

The letter transferring jurisdiction should be mailed only after receipt of the following:

- Fully executed agreement.
- Local agency letter accepting the right of way covered by the agreement in its present condition.

Request the Chief Right of Way Agent, as a copy recipent of the letter going to the local agency, to prepare and transmit the appropriate conveyance documents to the local agency. This request will be accompanied with a copy of the:

- Fully executed agreement.
- Local agency letter of acceptance.

6-3.2.5.7 Following transfer of jurisdiction, provide the local agency with all available maps, permits, franchises and other documents, including bridge and structure plans, calculations, inspection and construction records which may relate to that portion of highway transferred.

6-3.2.6 Chief Right of Way Agent:

6-3.2.6.1 Within six months following transfer of jurisdiction, prepare and transmit conveyance documents to the local agency.

6-3.2.7 District Administrator:

6-3.2.7.1 Maintain a record on all turnback agreements initiated and completed by the District.

An executed copy of the agreement is to be retained in the District.

6-4 INCOMPLETE TURNBACKS

6-4.1 General Policy

6-4.1.1 The Department desires to place a priority on "catchup" turnback actions. Only through the process of completing the turnback action (issuance of the conveyance documents) can the Department totally relieve itself from the operational responsibility, maintenance and/or tort liability for the highway, road, or street in question.

6-4.1.2 The Department will actively pursue and commit manpower to a systematic program of inventorying plans to determine which turnbacks have not been completed. This will include a determination of all incomplete turnbacks of abandoned highways for which jurisdiction has been transferred but conveyance documents have not been transmitted. It will also include a determination of all incomplete relinquishments for which an agreement has not been executed or is no longer appropriate, maintenance responsibility has not been transferred, or conveyance documents have not been transmitted. Concurrent with the above inventory, the Department will actively pursue completion of all incomplete turnback actions.

6-4.1.2.1 For those jurisdiction releases of abandoned highways that have occurred since May 24, 1977, without subsequent conveyance of title, the Department places priority emphasis on furnishing conveyance documents to the local agency.

6-4.1.2.2 For releases prior to May 24, 1977, conveyance documents will be furnished on a case-by-case basis only when requested by the local agency.

6-4.1.2.3 Some reconstructed and constructed local roads with incomplete turnback status have existed for several months or years. Where necessary, the Department will negotiate turnback agreements with the local agency. The Department also recognizes that upgrading of the existing facilities may be a necessary consideration in some turnbacks. In these cases, Local Agency Guideline 3R Standards can be used.

6-4.1.3 The Department recognizes that many turnback actions have been replaced by new actions with the old agreements still on record. These old agreements will be voided and the records brought up to date.

6-4.2 Certification Procedure

6-4.2.1 Procedure: Route Has Not Been Certified.

Follow procedures outlined in Section 6-2.2.

6-4.2.2 Procedure: Route Has Been Certified, Maintenance Responsibility Has Not Been Transferred, Conveyance Documents Have Not Been Transmitted.

Follow procedures outlined in Section 6-2.2. Since the route has been certified, the actions in Section 6-2.2.4 through 6-2.2.6 are not necessary.

6-4.2.3 Procedure: Route Has Been Certified, Maintenance Responsibility Has Been Transferred, Conveyance Documents Have Not Been Transmitted.

6-4.2.3.1 District Administrator:

6-4.2.3.1.1 Maintenance responsibility is considered to have been transferred if the local agency is presently maintaining the route in question.

6-4.2.3.1.2 In accordance with the general policy outlined in 6-4.1, initiate a systematic program of completing these turnbacks by inventorying former highways which have been released to local agencies but which have not been conveyed.

6-4.2.3.1.3 Ensure that right of way plans for those highways released to local agencies since May 24, 1977, contain adequate detail for purposes of conveyance.

6-4.2.3.1.4 If the local agency requests conveyance for an abandoned highway released prior to May 24, 1977, ensure that right of way plans for these highways contain adequate detail for purposes of conveyance.

6-4.2.3.1.5 Prepare the following for submittal to the Chief Right of Way Agent:

. Copy of letter certifying route to local agency.
. Right of way plans.
. Copy of previously executed agreement, if any.
. Local agency letter of acceptance, if any.
. Letter transmitting above items and requesting conveyance documents to be furnished to local agency.
. Other applicable documents.

6-4.2.3.2 Chief Right of Way Agent:

6-4.2.3.2.1 Include status of incomplete turnbacks in statewide status report (Section 6-2.2.2.3) until conveyance documents are transmitted to the local agency.

6-4.2.3.2.2 In accordance with present operating policy, prepare and transmit conveyance documents to the local agencies (within six months) for former highways previously certified, but which have not been conveyed.

6-4.3 Relinquishment Procedure

6-4.3.1 Procedure: Agreement Has Not Been Executed.

6-4.3.1.1 District Administrator:

6-4.3.1.1.1 If there is question as to standards of the existing roadway to be relinquished, arrange for a joint field review with the local agency. The Transportation Department shall be represented by designated representatives of the district including the District

Maintenance Engineer. The local agency shall be represented by the county road/city or town engineer, supervisor or designated representative. This field inspection with the local agency should include a review of deficiencies to be corrected prior to full relinquishment. Local Agency Guideline 3R Standards can be used.

6-4.3.1.1.2 Prepare the appropriate standard turnback agreement using the DOT forms provided for this purpose.

County Turnback Agreement, Relinquishment-Roads Previously Constructed, DOT Form 224-058, (Example 6-3)

City/Town Turnback Agreement, Relinquishment-Streets Previously Constructed, DOT Form 224-059, (Example 6-4)

Nonstandard agreements or modified standard agreements may be utilized when necessary but require review and concurrence by the Utilities/Railroad Section and approval as to form by the Attorney General's Office.

6-4.3.1.1.2.1 Preparation will include the procedure as outlined in Sections 6-3.2.3.1.1 and 6-3.2.3.1.2.

6-4.3.1.1.2.2 Turnback agreements involving roads or streets to be relinquished as in Section 6-4.3.1.1.1 are to include an enumerated list of deficiencies, if any, which will be corrected by the state prior to acceptance of the road or street by the local agency. The detailed list shall by reference be made a part of the turnback agreement.

6-4.3.1.1.3 Forward one copy of the agreement to the Chief Right of Way Agent for review and approval.

6-4.3.1.1.4 Enter a record file on all turnback agreements initiated by the District in format of the statewide status report system.

6-4.3.1.2 Chief Right of Way Agent:

6-4.3.1.2.1 Follow procedure in Sections 6-3.2.4.1 through 6-3.2.4.4.

6-4.3.1.3 District Administrator:

6-4.3.1.3.1 Address comments, if any, and resubmit for Chief Right of Way Agent's approval.

6-4.3.1.3.2 Following approval of Chief Right of Way Agent submit agreement to local agency for execution.

6-4.3.1.3.3 Execute the agreement on behalf of the WSDOT.

Nonstandard agreements and standard agreements which have been modified must be approved in accordance with Section 6-3.2.4.2 prior to WSDOT exeuction.

6-4.3.1.3.4 Correct any deficiencies noted during the field review with the local agency and included in the agreement.

6-4.3.1.3.5 Arrange for a joint inspection by representatives of WSDOT and the local agency to assure that all deficiencies have been corrected in conformity with the agreement.

6-4.3.1.3.6 Submit a certified letter to the local agency advising that effective as of a specific date the Department of Transportation is transferring jurisdiction to the local agency in accordance with the terms and conditions of the turnback agreement (number) executed on (date). A sample of a typical certified letter is included in Example 6-4.

The certified letter transferring jurisdiction should be mailed only after receipt of the following:

- Fully executed agreement.
- Local agency letter accepting the right of way covered by the agreement in its present condition.

Request the Chief Right of Way Agent, as a copy recipient of the certified letter going to the local agency, to prepare and transmit the appropriate conveyance documents to the local agency. This request will be accompanied with a copy of the:

- Fully executed agreement.
- Local agency letter of acceptance.

6-4.3.1.3.7 Following transfer of jurisdiction, provide the local agency with all available maps, permits, franchises and other documents, including bridge and structure plans, calculations, inspection and construction records which may relate to that portion of highway transferred.

6-4.3.1.4 Chief Right of Way Agent:

6-4.3.1.4.1 Within six months following transfer of jurisdiction, prepare and transmit conveyance documents to local agency.

6-4.3.1.5 District Administrator:

6-4.3.1.5.1 Maintain a record on all turnback agreements initiated and completed by the District.

An executed copy of the agreement is to be retained in the District.

6-4.3.2 Procedure: Agreement Has Been Executed, Maintenance Responsibility Has Not Been Transferred, Conveyance Documents Have Not Been Transmitted.

6-4.3.2.1 District Administrator:

6-4.3.2.1.1 Determine if agreement is appropriate for existing conditions. If it is not appropriate, follow procedure outlined in Section 6-4.3.1. If the agreement is appropriate, proceed as follows:

6-4.3.2.1.2 If there is a question as to standards of the existing roadway to be relinquished, arrange for a joint field review with the local agency. The Transportation Department shall be represented by designated representatives of the district including the District Maintenance Engineer. The local agency shall be represented by the county road/city or town engineer, supervisor or designated representative. This field inspection with the local agency should include a review of deficiencies to be corrected prior to full relinquishment. Local Agency Guideline 3R Standards can be used.

6-4.3.2.1.3 Correct any deficiencies noted during the field review with the local agency.

6-4.3.2.1.4 Arrange for a second joint inspection by representatives of WSDOT and the local agency to assure that all deficiencies have been corrected.

6-4.3.2.1.5 Follow procedure in 6-4.3.1.3.6 and 6-4.3.1.3.7.

6-4.3.2.2 Chief Right of Way Agent

6-4.3.2.2.1 Include status of incomplete turnbacks in monthly status report (Section 6-3.2.4.4), until conveyance documents are transmitted to the local agency.

6-4.3.2.2.2 Within six months following transfer of jurisdiction, prepare and transmit conveyance documents to local agency.

6-4.3.3 Procedure: Agreement Has Been Executed, Maintenance Responsibility Has Been Transferred, Conveyance Documents Have Not Been Transmitted.

6-4.3.3.1 District Administrator:

6-4.3.3.1.1 Notify the local agency in writing that based on the terms of the executed agreement and previous acceptance of, and performance of, maintenance responsibilities by the local agency, that conveyance documents will be provided within approximately 90 days.

6-4.3.3.1.2 Request Chief Right of Way Agent to prepare and transmit the appropriate conveyance documents to the local agency. This request will be accompanied with a copy of the:

- Fully executed agreement.
- Local agency letter of acceptance.

6-4.3.3.1.3 Following transfer of jurisdiction, provide the local agency with all available maps, permits, franchises and other documents, including bridge and structure plans, calculations, inspection and construction records which may relate to that portion of highway transferred.

6-4.3.3.2 Chief Right of Way Agent:

6-4.3.3.2.1 Include status of incomplete turnbacks in monthly status report (Section 6-3.2.4.4) until conveyance documents are transmitted to local agency.

6-4.3.3.2.2 In accordance with present operating policy, prepare and transmit conveyance documents to local agencies.

1:D UM6

Washington State Department of Transportation

COUNTY TURNBACK AGREEMENT	ORGANIZATION AND ADDRESS Okanogan County Okanogan County Courthouse P. O. Box 791 Okanogan, Wa 98840
AGREEMENT NUMBER TB 2-0026	SECTION/LOCATION Toroda Creek Road to Wauconda Summit MP 285.63 to MP 288.93

STATE ROUTE NUMBER	CONTROL SECTION NUMBER	DISTRICT NUMBER
20	2408	2

THIS AGREEMENT, made and entered into this 25 TH day of APRIL, 19 84, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE", and the above named organization, hereinafter called the "COUNTY".

WHEREAS, the STATE is planning the construction or improvement of a section of state route as shown above, and

WHEREAS, the STATE will abandon a portion of an existing state highway and/or construct, reconstruct, or rearrange certain county roads, frontage roads, access roads, intersections, ramps, crossings and/or other pertinent features, and

WHEREAS, construction of this facility including rearranged county roads and other features will necessitate the transfer of jurisdiction from the COUNTY to the STATE of those rights of way, and

WHEREAS, upon completion of construction of this facility it is necessary to describe the division of responsibility of the STATE and COUNTY in the ownership, maintenance and reconstruction of this roadway and other features, and provide for the transfer of rights accordingly.

NOW THEREFORE, by virtue of Title 36.75.090 and pursuant to WAC 468-18-040, "Design standards for rearranged county roads, frontage roads, access roads, intersections, ramps and crossings", WAC 468-30-070, "Procedure for transfer of abandoned state highways to counties" and 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
COUNTY RIGHT OF WAY

The COUNTY agrees to deed to the STATE all COUNTY rights of way needed for the construction of this facility. Prior to commencement of construction, the STATE will notify the COUNTY in writing that it will assume jurisdiction and relieve the COUNTY from all responsibility in the operation, maintenance and reconstruction thereon until construction is complete.

II
ABANDONED STATE HIGHWAY

If a public highway which is or has been a part of the route of a state highway and is no longer necessary as such is to be certified to the COUNTY, it will be included in the plans marked Exhibit "A", attached hereto and by this reference made a part of this AGREEMENT.

In those cases involving abandonment of a state highway, a joint maintenance inspection by representatives of the STATE and COUNTY shall be held prior to entering into this AGREEMENT and all agreed to deficiencies, if any, shall be enumerated in detail and included as part of Exhibit "A".

Items of work, if any, which cannot be agreed to prior to executing this AGREEMENT, shall also be enumerated in detail and included as part of Exhibit "A".

III
COMPLETION INSPECTION

Upon completion of construction of the facilities covered by this AGREEMENT, an inspection by representatives of the STATE and COUNTY shall be made to determine that the requirements of this AGREEMENT have been fulfilled.

The COUNTY, following satisfactory completion of the joint inspection, will provide the STATE a letter agreeing to accept the facilities covered by this AGREEMENT in their present condition.

IV
TRANSFER OF JURISDICTION

Subsequent to the completion of construction, opening to public use and receipt of the COUNTY's letter of acceptance, the STATE will notify the COUNTY in writing of its intent to transfer jurisdiction of these features as shown on the attached plans marked Exhibit "A". The COUNTY agrees to accept said abandoned highway, rearranged county roads, frontage roads, cul-de-sacs, and other features, including right of way, access control and other property rights, and to relieve the STATE from all responsibilities in the operation, maintenance, and reconstruction of these features. Exhibit "A" is colored, wherever applicable, as follows:

Red indicates construction and rights of way to be conveyed to the COUNTY.

Blue indicates easements to be conveyed to the COUNTY.

Yellow indicates non-operating properties to be conveyed to the COUNTY. These properties are considered necessary for the continued maintenance of the areas shown in red and/or blue color.

Green indicates areas within the highway right of way to be maintained and reconstructed by the COUNTY. Except for snow and ice removal, maintenance and reconstruction of the separation structures shall be the responsibility of the STATE.

Orange indicates access control and access rights to be conveyed to the COUNTY. These rights may be maintained or disposed of by the COUNTY and any revenue resulting from said disposal shall be placed in the COUNTY's road fund and used exclusively for road purposes.

Brown indicates access control and access rights to be conveyed to the COUNTY. These rights shall be maintained by the COUNTY and will not be transferred, sold, abandoned, vacated, or otherwise altered or disposed of without prior written approval of the STATE.

V
RECORDED CONVEYANCE

Within six months following the notice to transfer jurisdiction, the STATE will furnish the COUNTY a recorded conveyance of those features shown in red, blue, yellow, orange and/or brown color on the plans marked Exhibit "A".

The forthcoming instrument will be subject to the following restrictions:

> It is understood and agreed that the above described property is transferred for road purposes, and that all revenue resulting from the vacation of said road, and the sale or rental of such property, shall be placed in the COUNTY's road fund and used exclusively for road purposes.

VI
LEGAL RELATIONS

No liability shall attach to the STATE or COUNTY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

COUNTY

By: /s/

/s/

/s/

Date: APRIL 3, 1984

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: /s/
District Administrator

EXAMPLE 6-2

Washington State
Department of Transportation

CITY/TOWN TURNBACK AGREEMENT	ORGANIZATION AND ADDRESS City of Lacey 420 College Street S.E. P. O. Drawer B Lacey, WA 98503
AGREEMENT NUMBER TB 3-0241	SECTION/LOCATION Trosper Road to Martin Way MP 102.79 to MP 109.12

STATE ROUTE NUMBER	CONTROL SECTION NUMBER	DISTRICT NUMBER
5	3407	3

THIS AGREEMENT, made and entered into this 4TH day of MAY, 19 84, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE", and the above named organization, hereinafter called the "CITY".

WHEREAS, the STATE is planning the construction or improvement of a section of state route as shown above, and

WHEREAS, the STATE will abandon a portion of an existing state highway and/or construct, reconstruct, or rearrange certain city streets, frontage roads, access roads, intersections, ramps, crossings and/or other pertinent features, and

WHEREAS, construction of this facility including rearranged city streets and other features will necessitate the transfer of jurisdiction from the CITY to the STATE of those rights of way, and

WHEREAS, upon completion of construction of this facility it is necessary to describe the division of responsibility of the STATE and CITY in the ownership, maintenance and reconstruction of this roadway and other features, and provide for the transfer of rights accordingly.

NOW THEREFORE, by virtue of Title 47.24.010 and 47.52.210, and pursuant to WAC 468-18-050, "Policy on the construction, improvement and maintaining of intersections of state highways and city streets", WAC 468-30-075, "Procedure for transfer of abandoned state highways to cities and towns" and 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
CITY RIGHT OF WAY

The CITY agrees that the transfer of jurisdiction and/or ownership of all city rights of way needed for the construction of this facility shall be governed by R.C.W. 47.24.010 and/or R.C.W. 47.52.210. Prior to commencement of construction, the STATE will notify the CITY in writing that it will assume jurisdiction and relieve the CITY from all responsibility in the operation, maintenance and reconstruction thereon until construction is complete.

II
ABANDONED STATE HIGHWAY

If a public highway which is or has been a part of the route of a state highway and is no longer necessary as such is to be certified to the CITY, it will be included in the plans marked Exhibit "A", attached hereto and by this reference made a part of this AGREEMENT.

In those cases involving abandonment of a state highway, a joint maintenance inspection by representatives of the STATE and CITY shall be held prior to entering into this AGREEMENT and all agreed to deficiencies, if any, shall be enumerated in detail and included as part of Exhibit "A".

Items of work, if any, which cannot be agreed to prior to executing this AGREEMENT, shall also be enumerated in detail and included as part of Exhibit "A".

III
COMPLETION INSPECTION

Upon completion of construction of the facilities covered by this AGREEMENT, an inspection by representatives of the STATE and CITY shall be made to determine that the requirements of this AGREEMENT have been fulfilled.

The CITY, following satisfactory completion of the joint inspection, will provide the STATE a letter agreeing to accept the facilities covered by this AGREEMENT in their present condition.

IV
TRANSFER OF JURISDICTION

Subsequent to the completion of construction, opening to public use and receipt of the CITY's letter of acceptance, the STATE will notify the CITY in writing of its intent to transfer jurisdiction of these features as shown on the attached plans marked Exhibit "A". The CITY agrees to accept said abandoned highway, rearranged city streets, frontage roads, cul-de-sacs, and other features, including right of way, access control and other property rights, and to relieve the STATE from all responsibilities in the operation, maintenance, and reconstruction of these features. Exhibit "A" is colored, wherever applicable, as follows:

Red indicates construction and rights of way to be conveyed to the CITY.

Blue indicates easements to be conveyed to the CITY.

Yellow indicates non-operating properties to be conveyed to the CITY. These properties are considered necessary for the continued maintenance of the areas shown in red and/or blue color.

Green indicates areas within the highway right of way to be maintained and reconstructed by the CITY. Except for snow and ice removal, maintenance and reconstruction of the separation structures shall be the responsibility of the STATE.

Orange indicates access control and access rights to be conveyed to the CITY. These rights may be maintained or disposed of by the CITY and any revenue resulting from said disposal shall be placed in the CITY's street fund and used exclusively for street purposes.

Brown indicates access control and access rights to be conveyed to the CITY. These rights shall be maintained by the CITY and will not be transferred, sold, abandoned, vacated, or otherwise altered or disposed of without prior written approval of the STATE.

V
RECORDED CONVEYANCE

Within six months following the notice to transfer jurisdiction, the STATE will furnish the CITY a recorded conveyance of those features shown in red, blue, yellow, orange and/or brown color on the plans marked Exhibit "A".

The forthcoming instrument will be subject to the following restrictions:

> It is understood and agreed that the above described property is transferred for street purposes, and that all revenue resulting from the vacation of said street, and the sale or rental of such property, shall be placed in the CITY's street fund and used exclusively for street purposes.

VI
LEGAL RELATIONS

No liability shall attach to the STATE or CITY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

CITY

By: /s/
Mark Brown, Mayor

Date: APRIL 14, 1984

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: /s/
District Administrator

Washington State
Department of Transportation

COUNTY TURNBACK AGREEMENT Relinquishment— Roads Previously Constructed			ORGANIZATION AND ADDRESS Benton County Benton County Courthouse Prosser, Wa. 99350
AGREEMENT NUMBER TB 5-0007			SECTION/LOCATION Sellards Road to County Wells Road MP 13.53 to MP 17.35
STATE ROUTE NUMBER 221	CONTROL SECTION NUMBER 0333	DISTRICT NUMBER 5	

THIS AGREEMENT, made and entered into this 20 TH day of APRIL, 19 84, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE", and the above named organization, hereinafter called the "COUNTY".

WHEREAS, the STATE has constructed or improved the section of state route as shown above, and

WHEREAS, the STATE has constructed, reconstructed, or rearranged certain county roads, frontage roads, access roads, intersections, ramps, crossings and/or other pertinent features, and

WHEREAS, it is necessary to describe the division of responsibility of the STATE and COUNTY in the ownership, maintenance and reconstruction of this roadway and other features, and provide for the transfer of rights accordingly.

NOW THEREFORE, by virtue of Title 36.75.090, and pursuant to WAC 468-18-040, "Design standards for rearranged county roads, frontage roads, access roads, intersections, ramps and crossings", and 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
INITIAL INSPECTION

A joint maintenance inspection by representatives of the STATE and COUNTY shall be held prior to entering into this AGREEMENT and all agreed to deficiencies, if any, shall be enumerated in detail and included as part of Exhibit "A", attached hereto and by this reference made a part of this AGREEMENT.

II
COMPLETION INSPECTION

Upon completion of construction of the deficiencies listed on Exhibit "A", an inspection by representatives of the STATE and COUNTY shall be made to determine that the requirements of this AGREEMENT have been fulfilled.

The COUNTY, following satisfactory completion of the joint inspection, will provide the STATE a letter agreeing to accept the facilities covered by this AGREEMENT in their present condition.

III
TRANSFER OF JURISDICTION

Subsequent to the receipt of the COUNTY's letter of acceptance, the STATE will notify the COUNTY in writing of its intent to transfer jurisdiction of these features as shown on the attached plans marked Exhibit "A". The COUNTY agrees to accept said rearranged county roads, frontage roads, cul-de-sacs, and other features, including right of way, access control and other property rights, and to relieve the STATE from all responsibilities in the operation, maintenance, and reconstruction of these features. Exhibit "A" is colored, wherever applicable, as follows:

Red indicates construction and rights of way to be conveyed to the COUNTY.

Blue indicates easements to be conveyed to the COUNTY.

Yellow indicates non-operating properties to be conveyed to the COUNTY. These properties are considered necessary for the continued maintenance of the areas shown in red and/or blue color.

Green indicates areas within the highway right of way to be maintained and reconstructed by the COUNTY. Except for snow and ice removal, maintenance and reconstruction of the separation structures shall be the responsibility of the STATE.

Orange indicates access control and access rights to be conveyed to the COUNTY. These rights may be maintained or disposed of by the COUNTY and any revenue resulting from said disposal shall be placed in the COUNTY's road fund and used exclusively for road purposes.

Brown indicates access control and access rights to be conveyed to the COUNTY. These rights shall be maintained by the COUNTY and will not be transferred, sold, abandoned, vacated, or otherwise altered or disposed of without prior written approval of the STATE.

IV
RECORDED CONVEYANCE

Within six months following the notice to transfer jurisdiction, the STATE will furnish the COUNTY a recorded conveyance of those features shown in red, blue, yellow, orange and/or brown color on the plans marked Exhibit "A".

The forthcoming instrument will be subject to the following restrictions:

It is understood and agreed that the above described property is transferred for road purposes, and that all revenue resulting from the vacation of said road, and the sale or rental of such property, shall be placed in the COUNTY's road fund and used exclusively for roa purposes.

V
LEGAL RELATIONS

No liability shall attach to the STATE or COUNTY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

COUNTY

By: /S/

/S/

Date: APRIL 7, 1984

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: /S/
District Administrator

Washington State Department of Transportation

CITY/TOWN TURNBACK AGREEMENT **Relinquishment—Streets Previously Constructed**			ORGANIZATION AND ADDRESS Town of Washtucna P. O. Box 713 Washtucna, Wa. 99371
AGREEMENT NUMBER **TB** 6-0223			SECTION/LOCATION Washtucna to Hooper MP 83.09 to MP 93.13
STATE ROUTE NUMBER 26	CONTROL SECTION NUMBER 0130	DISTRICT NUMBER 6	

THIS AGREEMENT, made and entered into this 27TH day of APRIL, 1984, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE", and the above named organization, hereinafter called the "CITY".

WHEREAS, the STATE has constructed or improved the section of state route as shown above, and

WHEREAS, the STATE has constructed, reconstructed, or rearranged certain city streets, frontage roads, access roads, intersections, ramps, crossings and/or other pertinent features, and

WHEREAS, it is necessary to describe the division of responsibility of the STATE and CITY in the ownership, maintenance and reconstruction of this roadway and other features, and provide for the transfer of rights accordingly.

NOW THEREFORE, by virtue of Title 47.24.010 and 47.52.210, and pursuant to WAC 468-18-050, "Policy on the construction, improvement and maintaining of intersections of state highways and city streets", and 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
INITIAL INSPECTION

A joint maintenance inspection by representatives of the STATE and CITY shall be held prior to entering into this AGREEMENT and all agreed to deficiencies, if any, shall be enumerated in detail and included as part of Exhibit "A", attached hereto and by this reference made a part of this AGREEMENT.

II
COMPLETION INSPECTION

Upon completion of construction of the deficiencies listed on Exhibit "A", an inspection by representatives of the STATE and CITY shall be made to determine that the requirements of this AGREEMENT have been fulfilled.

The CITY, following satisfactory completion of the joint inspection, will provide the STATE a letter agreeing to accept the facilities covered by this AGREEMENT in their present condition.

III
TRANSFER OF JURISDICTION

Subsequent to receipt of the CITY's letter of acceptance, the STATE will notify the CITY in writing of its intent to transfer jurisdiction of these features as shown on the attached plans marked Exhibit "A". The CITY agrees to accept said rearranged city streets, frontage roads, cul-de-sacs, and other features, including right of way, access control and other property rights, and to relieve the STATE from all responsibilities in the operation, maintenance, and reconstruction of these features. Exhibit "A" is colored, wherever applicable, as follows:

Red indicates construction and rights of way to be conveyed to the CITY.

Blue indicates easements to be conveyed to the CITY.

Yellow indicates non-operating properties to be conveyed to the CITY. These properties are considered necessary for the continued maintenance of the areas shown in red and/or blue color.

Green indicates areas within the highway right of way to be maintained and reconstructed by the CITY. Except for snow and ice removal, maintenance and reconstruction of the separation structures shall be the responsibility of the STATE.

Orange indicates access control and access rights to be conveyed to the CITY. These rights may be maintained or disposed of by the CITY and any revenue resulting from said disposal shall be placed in the CITY's street fund and used exclusively for street purposes.

Brown indicates access control and access rights to be conveyed to the CITY. These rights shall be maintained by the CITY and will not be transferred, sold, abandoned, vacated, or otherwise altered or disposed of without prior written approval of the STATE.

IV
RECORDED CONVEYANCE

Within six months following the notice to transfer jurisdiction, the STATE will furnish the CITY a recorded conveyance of those features shown in red, blue, yellow, orange and/or brown color on the plans marked Exhibit "A".

The forthcoming instrument will be subject to the following restrictions:

> It is understood and agreed that the above described property is transferred for street purposes, and that all revenue resulting from the vacation of said street, and the sale or rental of such property, shall be placed in the CITY's street fund and used exclusively for street purposes.

V
LEGAL RELATIONS

No liability shall attach to the STATE or CITY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

CITY

By: /S/

/S/

/S/

Date: APRIL 11, 1984

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: /S/
District Administrator

(CERTIFIED LETTER)

DATE

Organization and address

Re: SR _____, (Section) _____
Agreement TB _____
Transfer of Jurisdiction

Dear _____:

In accordance with the terms and conditions of Turnback Agreement (number) executed on (date), the jurisdiction of roads, streets and highways covered by said Agreement are hereby transferred to (County/City/Town) effective (date).

By letter dated (date), (County/City/Town) agreed to accept the referenced roads, streets and highways in their present condition.

Conveyance instruments, as well as other pertinent maps and documents on file with the Department of Transportation will be forwarded to you within approximately six months.

Sincerely,

_____
District Administrator

5/PD(UT)-3

cc: Chief Right of Way Agent w/attachments

Federal-aid Policy Guide — 23 CFR 1401 Reimbursement for Railroad Work (Formerly FHPM 1-4-3)

FEDERAL-AID POLICY GUIDE
April 7, 1992, Transmittal 2 23 CFR 140I

OPI: HFS-21

SUBCHAPTER B - PAYMENT PROCEDURES

PART 140 - REIMBURSEMENT

Subpart I - Reimbursement for Railroad Work

Sec.
140.900 Purpose.
140.902 Applicability.
140.904 Reimbursement basis.
140.906 Labor costs.
140.908 Materials and supplies.
140.910 Equipment.
140.912 Transportation.
140.914 Credits for improvements.
140.916 Protection.
140.918 Maintenance and extended construction.
140.920 Lump sum payments.
140.922 Billings.

Authority: 23 U.S.C. 101(e), 109(e), 114(a), 115(b), 120, 121, 122 and note, 130, 315; 49 CFR 1.48(b).

Source: 40 FR 16057, Apr. 9, 1975, unless otherwise noted.

Sec. 140.900 Purpose.

The purpose of this subpart is to prescribe policies and procedures on reimbursement to the States for railroad work done on projects undertaken pursuant to the provisions of 23 CFR, Part 646, Subpart B.

Sec. 140.902 Applicability.

This subpart, and all references hereinafter made to "projects," applies to Federal-aid projects involving railroad facilities, including projects for the elimination of hazards of railroad-highway crossings, and other projects which use railroad properties or which involve adjustments required by highway construction to either railroad facilities or facilities that are jointly owned or used by railroad and utility companies.

Sec. 140.904 Reimbursement basis.

(a) General. On projects involving the elimination of hazards of railroad-highway crossings, and on other projects where a railroad company is not obligated to move or to change its facilities at its own expense, reimbursement will be made for the

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costs incurred by the State in making changes to railroad facilities as required in connection with a Federal-aid highway project, in accordance with the provisions of this subpart.

(b) Eligibility. To be eligible, the costs must be:

(1) For work which is included in an approved program,

(2) Incurred subsequent to the date of authorization by the Federal Highway Administration (FHWA),

(3) Incurred in accordance with the provisions of 23 CFR, Part 646, Subpart B, and

(4) Properly attributable to the project.

[40 FR 16057, Apr. 9, 1975, as amended at 53 FR 18276, May 23, 1988]

Sec. 140.906 Labor costs.

(a) General. (1) Salaries and wages, at actual or average rates, and related expenses paid by a company to individuals, for the time they are working on the project, are reimbursable when supported by adequate records. This shall include labor costs associated with preliminary engineering, construction engineering, right-of-way, and force account construction.

(2) Salaries and expenses paid to individuals who are normally part of the overhead organization of the company may be reimbursed for the time they are working directly on the project, such as for accounting and bill preparation, when supported by adequate records and when the work performed by such individuals is essential to the project and could not have been accomplished as economically by employees outside the overhead organization.

(3) Amounts paid to engineers, architects and others for services directly related to projects may be reimbursed.

(b) Labor surcharges. (1) Labor surcharges include worker compensation insurance, public liability and property damage insurance, and such fringe benefits as the company has established for the benefit of its employees. The cost of labor surcharges will be reimbursed at actual cost to the company or a company may, at its option, use an additive rate or other similar technique in lieu of actual costs provided that (i) the rate is based on historical cost data of the company, (ii) such rate is representative of actual costs incurred, (iii) the rate is adjusted at least annually taking into consideration known

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anticipated changes and correcting for any over or under applied costs for the preceding period, and (iv) the rate is approved by the SHA and FHWA.

(2) Where the company is a self-insurer there may be reimbursement:

(i) At experience rates properly developed from actual costs, not to exceed the rates of a regular insurance company for the class of employment covered, or

(ii) At the option of the company, a fixed rate of 8 percent of direct labor costs for worker compensation and public liability and property damage insurance together.

[40 FR 16057, Apr. 9, 1975, as amended at 47 FR 33955, Aug. 5, 1982; 56 FR 56577, Nov. 6, 1991]

Sec. 140.907 Overhead and indirect construction costs.

(a) A State may elect to reimburse the railroad company for its overhead and indirect construction costs.

(b) The FHWA will participate in these costs provided that:

(1) The costs are distributed to all applicable work orders and other functions on an equitable and uniform basis in accordance with generally accepted accounting principles;

(2) The costs included in the distribution are limited to costs actually incurred by the railroad;

(3) The costs are eligible in accordance with the Federal Acquisition Regulation (48 CFR), Part 31, Contract Cost Principles and Procedures, relating to contracts with commercial organizations;

(4) The costs are considered reasonable;

(5) Records are readily available at a single location which adequately support the costs included in the distribution, the method used for distributing the costs, and the basis for determining additive rates;

(6) The rates are adjusted at least annually taking into consideration any overrecovery or underrecovery of costs; and

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(7) The railroad maintains written procedures which assure proper control and distribution of the overhead and indirect construction costs.

[53 FR 18276, May 23, 1988]

Sec. 140.908 Materials and supplies.

(a) Procurement. Materials and supplies, if available, are to be furnished from company stock, except they may be obtained from other sources near the project site when available at less cost. Where not available from company stock, they may be purchased either under competitive bids or existing continuing contracts, under which the lowest available prices are developed. Minor quantities and proprietary products are excluded from these requirements. The company shall not be required to change its existing standards for materials used in permanent changes to its facilities.

(b) Costs. (1) Materials and supplies furnished from company stock shall be billed at current stock price of such new or used material at time of issue.

(2) Materials and supplies not furnished from company stock shall be billed at actual costs to the company delivered to the point of entry on the railroad company's line nearest the source of procurement.

(3) A reasonable cost of plant inspection and testing may be included in the costs of materials and supplies where such expense has been incurred. The computation of actual costs of materials and supplies shall include the deduction of all offered discounts, rebates and allowances.

(c) Materials recovered. (1) Materials recovered from temporary use and accepted for reuse by the company shall be credited to the project at prices charged to the job, less a consideration for loss in service life at 10 percent for rails, angle bars, tie plates and metal turnout materials and 15 percent for all other materials. Materials recovered from the permanent facility of the company that are accepted by the company for return to stock shall be credited to the project at current stock prices of such used material.

(2) Materials recovered and not accepted for reuse by the company, if determined to have a net sale value, shall be sold by the State or railroad following an opportunity for State inspection and appropriate solicitation for bids, to the highest bidder; or if the company practices a system of periodic disposal

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by sale, credit to the project shall be at the going prices supported by the records of the company. Where applicable, credit for materials recovered from the permanent facility in length or quantities in excess of that being placed should be reduced to reflect any increased cost of railroad operation resulting from the adjustment.

(d) Removal Costs. Federal participation in the costs of removing, salvaging, transporting, and handling recovered materials will be limited to the value of materials recovered, except where FHWA approves additional measures for restoration of affected areas as required by the physical construction or by reason of safety or aesthetics.

(e) Handling costs. The actual and direct costs of handling and loading out of materials and supplies at and from company stores or material yards and of unloading and handling of recovered materials accepted by the company at its stores or material yards, are reimbursable. At the option of the company, 5 percent of the amounts billed for the materials and supplies which are issued from company stores and material yards will be reimbursable in lieu of actual costs.

(f) Credit losses. On projects where a company actually suffers loss by application of credits, the company shall have the opportunity of submitting a detailed statement of such loss as a basis for further adjustment.

Sec. 140.910 Equipment.

(a) Company owned equipment. Cost of company-owned equipment may be reimbursed for the average or actual cost of operation, light and running repairs, and depreciation, or at industry rates representative of actual costs as agreed to by the railroad, SHA, and FHWA. Reimbursement for company-owned vehicles may be made at average or actual costs or at rates of recorded use per mile which are representative of actual costs and agreed to by the company, SHA, and FHWA.

(b) Other equipment. Where company owned equipment is not available, reimbursement will be limited to the amount of rental paid (1) to the lowest qualified bidder, (2) under existing continuing contracts at reasonable cost, or (3) as an exception, by negotiation where (b)(1) and (2) are impractical due to project location or schedule.

[40 FR 16057, Apr. 9, 1975, as amended at 47 FR 33955, Aug. 5, 1982]

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Sec. 140.912 Transportation.

(a) Employees. The company's cost of necessary employee transportation and subsistence directly attributable to the project, which is consistent with overall policy of the company, is reimbursable.

(b) Materials, supplies, and equipment. The most economical movement of materials, supplies and equipment to the project and necessary return to storage, including the associated costs of loading and unloading equipment, is reimbursable. Transportation by a railroad company over its own lines in a revenue train is reimbursable at average or actual costs, at rates which are representative of actual costs, or at rates which the company charges its customers for similar shipments provided the rate structure is documented and available to the public. These rates are to be agreed to by the company, SHA, and FHWA. No charge will be made for transportation by work train other than the operating expenses of the work train. When it is more practicable or more economical to move equipment on its own wheels, reimbursement may be made at average or actual costs or at rates which are representative of actual costs and are agreed to by the railroad, SHA, and FHWA.

[40 FR 16057, Apr. 9, 1975, as amended at 47 FR 33955, Aug. 5, 1982]

Sec. 140.914 Credits for improvements.

(a) Credit shall be made to the project for additions or improvements which provide for higher quality or increased service capability of the operating facility and which are provided solely for the benefit of the company.

(b) Where buildings and other depreciable structures of a company which are integral to operation of rail traffic must be replaced, credit shall be made to the project as set forth in 23 CFR 646.216(c)(2).

(c) No credit is required for additions or improvements which are:

(1) Necessitated by the requirements of the highway project.

(2) Replacements which, although not identical, are of equivalent standard.

(3) Replacements of devices or materials no longer regularly manufactured and the next highest grade or size is used.

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(4) Required by governmental and appropriate regulatory commission requirements.

Sec. 140.916 Protection.

The cost of essential protective services which, in the opinion of a railroad company, are required to ensure safety to railroad operations during certain periods of the construction of a project, is reimbursable provided an item for such services is incorporated in the State-railroad agreement or in a work order issued by the State and approved by FHWA.

Sec. 140.918 Maintenance and extended construction.

The cost of maintenance and extended construction is reimbursable to the extent provided for in 23 CFR 646.216(f)(4), and where included in the State-Railroad Agreement or otherwise approved by the State and FHWA.

Sec. 140.920 Lump sum payments.

Where approved by FHWA, pursuant to 23 CFR 646.216(d)(3), reimbursement may be made as a lump sum payment, in lieu of actual costs.

Sec. 140.922 Billings.

(a) After the executed State-Railroad Agreement has been approved by FHWA, the company may be reimbursed on progress billings of incurred costs. Costs for materials stockpiled at the project site or specifically purchased and delivered to the company for use on the project may be reimbursed on progress billings following approval of the executed State-Railroad Agreement or the written agreement under 23 CFR 646.218(c).

(b) The company shall provide one final and complete billing of all incurred costs, or of the agreed-to lump sum, at the earliest practicable date. The final billing to FHWA shall include a State certification that the work is complete, acceptable, and in accordance with the terms of the agreement.

(c) All company cost records and accounts relating to the project are subject to audit by representatives of the State and/or the Federal Government for a period of three years from the date final payment has been received by the company.

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(d) A railroad company must advise the State promptly of any outstanding obligation of the State's contractor for services furnished by the company such as protective services.

[40 FR 16057, Apr. 9, 1975, as amended at 40 FR 29712, July, 15, 1975]

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FEDERAL-AID POLICY GUIDE
December 9, 1991, Transmittal 1 23 CFR 172

OPI: HEP-10

SUBCHAPTER B - PAYMENT PROCEDURES

PART 172 - ADMINISTRATION OF ENGINEERING AND DESIGN RELATED SERVICE CONTRACTS

Sec.
172.1 Purpose and applicability.
172.3 Definitions.
172.5 General principles.
172.7 Methods of procurement.
172.9 Compensation.
172.11 Contract modifications.
172.13 Monitoring the contract work.
172.15 Alternate procedures.

Authority: 23 U.S.C. 112(b), 114(a), 302, 315, and 402; 23 CFR 17; 48 CFR 12 and 31; 49 CFR 1.48(b); 49 CFR 18; 41 U.S.C. 253 and 259.

Source: 56 FR 19802, April 30, 1991, unless otherwise noted.

Sec. 172.1 Purpose and applicability.

(a) To prescribe policies and procedures for contracting to ensure that a qualified consultant is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner, at a reasonable cost.

(b) This regulation applies to all engineering and design related service contracts financed with Federal-aid highway funds. Agencies with approved Certification Acceptance Plans (CA), Secondary Road Plans (SRP) and/or Combined Road Plans (CRP) shall submit for the Federal Highway Administration's (FHWA) approval, procedures consistent with this regulation if they intend to utilize Federal-aid highway funds for any of the above contract types. The use of procedures codified in State statutes to select consultant firms is also acceptable. Other types of negotiated contracts should be administered under the requirements of the common grant management rule, 49 CFR 18.

Sec. 172.3 Definitions.

(a) Competitive negotiation. Any form of negotiations that utilizes, (1) qualifications-based procedures complying with Title IX of the Federal Property and Administrative Services Act of 1949 (Pub. L. 92-582, 86 Stat. 1278 (1972)), (2) equivalent

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State qualifications-based procedures or (3) a formal procedure permitted by State statute.

(b) Consultant. The individual or firm providing engineering and design related services as a party to the contract.

(c) Contract modification. An agreement modifying the existing contract, such as an agreement to accomplish work beyond the scope of the original contract.

(d) Contracting agency. The State highway agency or local governmental agencies which have responsibility for the procurement.

(e) Engineering and design services. Contracts for project management, construction management and inspection, feasibility studies, preliminary engineering, design engineering, design, engineering, surveying, mapping and architectural related services.

(f) Extra work. Any services or actions required of the consultant above and beyond the obligations of the original or modified contract.

(g) Fixed fee. A dollar amount established to cover the consultant's profit and business expenses not allocable to overhead.

(h) Prenegotiation audit. An examination of a consultant's records made in accordance with generally accepted auditing standards.

(i) Scope of work. All services and actions required of the consultant by the obligations of the contract.

Sec. 172.5 General principles.

(a) Need for consultant services in management roles. When Federal-aid highway funds participate in the contract, the contracting agency shall receive approval from the FHWA before hiring a consultant to act in a "management" role for the contracting agency. This concept should be limited to situations where unique or unusual circumstances exist and where the contracting agency has provided adequate justification to explain its reason for using a consultant in this role and the reason it cannot perform the work.

(b) Written procedures. The contracting agency shall prepare written procedures for each method of procurement it proposes to

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utilize. These procedures and all revisions shall be approved by the FHWA and describe, as appropriate to the particular method of procurement, each step used:

(1) In preparing a scope of work, evaluation factors and cost estimate for selecting a consultant,

(2) In soliciting proposals from prospective consultants,

(3) In the evaluation of proposals and the ranking/selection of a consultant,

(4) In negotiation of the reimbursement to be paid to the selected consultant,

(5) In monitoring the consultant's work and in preparing a consultant's performance evaluation when completed, and

(6) In determining the extent to which the consultant, who is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors or deficiencies in design furnished under its contract.

(c) Prenegotiation audits. The contracting agencies shall prepare prenegotiation audits to provide the necessary data to assure that the consultant has an acceptable accounting system, adequate and proper justification of the various rates charged to perform work and is aware of the FHWA's cost eligibility and documentation requirements.

(1) Prenegotiation audits and the resultant audit opinions are required for all contracts expected to exceed $250,000 and for contracts of less than $250,000 where:

(i) There is insufficient knowledge of the consultant's accounting system,

(ii) There is previous unfavorable experience regarding the reliability of the consultant's accounting system, or

(iii) The contract involves procurement of new equipment or supplies for which cost experience is lacking.

(2) The use of an independent audit, an audit performed by another State/Federal agency or an audit performed by another local governmental agency is acceptable if the information is current and of sufficient detail.

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(3) Prenegotiation audits may be waived when sufficient audited consultant data is available to permit reasonable comparisons with the cost proposal.

(d) State responsibility in local agency contracts. The State highway agency shall ensure that procurement actions by or through other State agencies or local agencies comply with this regulation. When Federal-aid highway funds participate in the contract, a local agency shall use the same procedures as used by the State to administer contracts not under CA, the SRP or the CRP. These contracts shall be subject to the prior approval of the State highway agency and the FHWA. Nothing herein shall be taken as relieving the State of its responsibility under Federal-aid highway laws and regulations for the work to be performed under any agreements entered into by a local agency.

(e) Disadvantaged Business Enterprise (DBE) program. The contracting agency shall give consideration to DBE firms in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2).

(f) Contractual responsibilities. The contracting agency or State highway agency shall be responsible for the settlement of all contractual/administrative issues. All settlements shall be reviewed and approved by the FHWA before Federal-aid highway funds can participate in any additional costs.

Sec. 172.7 Methods of procurement.

This regulation addresses three methods of procurement for the hiring of consultants to perform engineering and design related services specified in 23 U.S.C. 112(b)(2). These methods are: competitive negotiations which follows qualifications-based selection procedures or another selection procedure permitted by State statutes; small purchase procedures for small dollar value contracts; and non-competitive negotiations where specific conditions exist allowing negotiations to take place with a single firm.

(a) Competitive negotiation. Competitive negotiation should be used for the selection of a consultant to provide engineering and design related services. The following procedures shall apply to the competitive negotiation process:

(1) Scope, evaluation factors and cost estimate development. The contracting agency shall prepare:

(i) A scope of work before issuing a Request for Proposal that reflects a clear, accurate, and detailed description of the

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technical requirements for the services to be rendered and a list identifying the evaluation factors and their relative importance.

(ii) A detailed cost estimate, except for contracts awarded under small purchase procedures, with an appropriate breakdown of specific types of labor required, work hours, and an estimate of the consultant's fixed fee (considering the risk and complexity of the project) for use during negotiations.

(2) Soliciting proposals.

(i) Solicitation. The solicitation process shall be by advertisement (project, task or service), by mailing Requests for Proposals to certified/prequalified consultants, or any other method that ensures qualified in-State and out-of-State consultants are given the opportunity to be considered for award of a contract. It shall include a process where either:

(A) General interest is solicited for performing the work; responding consultants are ranked based on an evaluation of their qualification statements (submitted with their letters of interest or on file with the contracting agency); and proposals are requested from three or more firms starting with the highest ranked firm, or

(B) Proposals are solicited from all consultants that are interested in being considered for the work.

(ii) Request for proposal. The request for proposal shall:

(A) Provide a description of the scope of work and identification of the evaluation factors including their relative importance as included in paragraph (a)(1) of this section.

(B) Specify the method(s) of payment (lump sum, cost plus a fixed fee, cost per unit of work, or specific rate(s) of compensation).

(C) Request the submission of a proposal. Priced proposals may be used in the selection phase if allowed for under a State statute, but shall not be used in the selection phase when qualifications-based procedures are used.

(D) Allow sufficient time for the consultant to prepare and submit the proposal.

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(3) Analysis and selection.

(i) The consultants' proposals, containing the information required by paragraph (a)(2) of this section, shall be evaluated and ranked by the contracting agency. This process shall include an analysis of the proposals in comparison to the evaluation factors. In addition, the consultants' applicable work experience, present workload, past performance, staffing capabilities, etc., should be evaluated and included in the ranking process.

(ii) The award of engineering and design related services shall:

(A) Utilize qualifications-based procedures that either comply with the provisions of Title IX of the Federal Property and Administrative Services Act of 1949 (Pub. L. 92-582, 86 Stat. 1278 (1972), as amended) or utilize equivalent State qualifications-based procedures, or

(B) Utilize a formal procurement procedure that is established by State statute or is subsequently established by State statute.

(iii) The contracting agency shall retain acceptable documentation of the proposal, evaluation and selection of the consultant. Records shall be maintained in accordance with the provisions of 49 CFR 18.42.

(4) Negotiation responsibilities.

(i) The negotiator shall use all resources available to conduct effective negotiations, including but not limited to, the refined scope of work, the evaluation factors and their relative importance, the agency's cost estimate as required in paragraph (a)(1) of this section and the audit opinion issued as a result of the prenegotiation audit required in Sec. 172.5(c) of this part.

(ii) The negotiator shall separately negotiate the dollar amounts for elements of cost and a fixed fee except for services normally negotiated on a per unit (includes costs and fees) cost.

(iii) The contracting agency shall maintain records of negotiations to document negotiation activities and set forth the resources considered by the negotiator. Records shall be maintained in accordance with the provisions of 49 CFR 18.42.

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(5) Execution of contracts. The proposed contract including the agreed upon cost figures shall be submitted to the FHWA for approval prior to its execution.

(b) Small purchases. Contracting agencies may use small purchase procedures for the procurement of engineering and design related services when the contract cost does not exceed $25,000.

(c) Noncompetitive negotiation. Noncompetitive negotiation may be used to obtain engineering and design related services when the award of a contract is not feasible under small purchase or competitive negotiation procedures. The contracting agency shall submit justification and receive approval from the FHWA before using this form of contracting when Federal-aid highway funds are used in the contract.

(1) Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

(i) The service is available only from a single source, or

(ii) There is an emergency which will not permit the time necessary to conduct competitive negotiations, or

(iii) After solicitation of a number of sources, competition is determined inadequate.

(2) The contracting agency shall comply with the following procedures for noncompetitive negotiations:

(i) Establish a process to determine when noncompetitive negotiation will be used,

(ii) Develop an adequate scope of work, evaluation factors and cost estimate as required in paragraph (a)(1) of this section,

(iii) Conduct negotiations as required in paragraph (a)(4) of this section, and

(iv) Submit the proposed contract and cost estimate to the FHWA for approval.

Sec. 172.9 Compensation.

(a) Contracting agencies may establish cost principles for determining the reasonableness and allowability of costs. Federal reimbursement shall be limited to the Federal share of the costs allowable under the cost principles in 48 CFR 31

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(Federal Acquisition Regulations). Any references included in 48 CFR 31 to other parts of 48 CFR do not apply to these contracts.

(b) Applicable cost principles shall be referenced in each contractual document.

(c) Methods of payment.

(1) The method of payment to compensate the consultant for all work required shall be set forth in the original contract and in any contract modifications thereto. It may be a single method for all work or may involve different methods for different elements of work. The methods of payment which shall be used are: lump sum, cost plus fixed fee, cost per unit of work or specific rates of compensation.

(2) Compensation based on cost plus a percentage of cost or percentage of construction cost shall not be used.

(3) When the method of payment is other than a lump sum, the contract shall specify a maximum amount payable which shall not be exceeded unless adjusted by a contract modification.

(4) The lump sum method shall not be used to compensate a consultant for construction engineering and inspection services except when the agency has established the extent, scope, complexity, character and duration of the work to be required to a degree that fair and reasonable compensation including a fixed fee can be determined.

(d) Fixed fees.

(1) The determination of the amount of the fixed fee shall take into account the size, complexity, duration, and degree of risk involved in the work. The establishment of the fixed fee shall be project specific.

(2) Fixed fees normally range from 6 to 15 percent of the total direct and indirect cost. Subject to the approval of the FHWA, a fixed fee over 15 percent may be justified when exceptional circumstances exist.

Sec. 172.11 Contract modifications.

(a) Contract modifications are required for any modification in the terms of the original contract that change the cost of the contract; significantly change the character, scope, complexity,

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or duration of the work; or significantly change the conditions under which the work is required to be performed.

(b) A contract modification shall clearly outline the changes made and determine a method of compensation. FHWA approval of contract modifications shall be obtained prior to beginning the work except as discussed in paragraph (d) of this section.

(c) Overruns in the costs of the work shall not warrant an increase in the fixed fee portion of a cost plus fixed fee contract. Significant changes to the Scope of Work may require adjustment of the fixed fee portion in a cost plus fixed fee contract or in a lump sum contract.

(d) In unusual circumstances, the consultant may be authorized to proceed with work prior to agreement on the amount of compensation and execution of the contract modification, provided the FHWA has previously approved the work and has concurred that additional compensation is warranted.

Sec. 172.13 Monitoring the contract work.

(a) A public employee qualified to ensure that the work being pursued is complete, accurate and consistent with the terms, conditions, and specifications of the contract shall be in responsible charge of each contract or project. The employee's responsibilities include:

(1) Scheduling and attending progress meetings with the consultant and being involved in decisions leading to change orders or supplemental agreements,

(2) Being familiar with the qualifications and responsibilities of the consultant's staff,

(3) Visiting the project and/or consultant's offices on a frequency that is commensurate with the magnitude, complexity and type of work. This includes being aware of the day-to-day operations for Construction Engineering Service contracts, and

(4) Assuring that costs billed are consistent with the acceptability and progress of the consultant's work.

(b) A final performance evaluation report, except for contracts awarded under small purchase procedures shall be prepared by the public employee in responsible charge of the contract and shall be submitted to the State highway agency's contracting office. The report should include, but not be limited to, an evaluation of such items as timely completion of

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work, conformance with contract cost and the quality of work. A copy of the report shall be sent to the firm for its review and/or comments and any written comments submitted to the contracting agency by the firm shall be attached to the final report.

(c) Contracting agencies should include a clause in engineering contracts requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to the owner. However, in general, a consultant should not be held responsible for additional costs in subsequent related construction resulting from errors or omissions which are not a result of gross negligence or carelessness.

Sec. 172.15 Alternate procedures.

(a) This is a process whereby the contracting agency can be authorized to substitute its contract review and approval actions for those of the FHWA. Before a contracting agency can operate under the alternate procedures concept, it shall submit procedures to the FHWA that include the following:

(1) A formal request to operate under the alternate procedure concept.

(2) The written procedures, as required by Sec. 172.5(b) of this part, it will follow, and

(3) A statement signed by the chief administrative officer of the contracting agency certifying that it will conform with its written procedures, the provisions of this regulation, and all applicable Federal and State laws and administrative requirements.

(b) The alternate procedures and all revisions shall be approved by the FHWA.

(c) The alternate procedures concept may apply to all Federal-aid highway funded contracts.

(d) A copy of the original executed contract and all contract modifications shall be submitted to the FHWA.

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SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS

PART 646 - RAILROADS

Subpart A - Railroad-Highway Insurance Protection

Sec.
646.101 Purpose.
646.103 Application.
646.105 Contractor's public liability and property damage insurance.
646.107 Railroad protective insurance.
646.109 Types of coverage.
646.111 Amount of coverage.

Authority: 23 U.S.C. 109(e), 120(d), 130, and 315; 49 CFR 1.48(b).

Source: 39 FR 36474, Oct. 10, 1974, unless otherwise noted.

Sec. 646.101 Purpose.

The purpose of this part is to prescribe provisions under which Federal funds may be applied to the costs of public liability and property damage insurance obtained by contractors (a) for their own operations, and (b) on behalf of railroads on or about whose right-of-way the contractors are required to work in the construction of highway projects financed in whole or in part with Federal funds.

Sec. 646.103 Application.

(a) This part applies:

(1) To a contractors' legal liability for bodily injury to, or death of, persons and for injury to, or destruction of, property.

(2) To the liability which may attach to railroads for bodily injury to, or death of, persons and for injury to, or destruction of, property.

(3) To damage to property owned by or in the care, custody or control of the railroads, both as such liability or damage may arise out of the contractor's operations, or may result from work performed by railroads at or about railroad rights-of-way in connection with projects financed in whole or in part with Federal funds.

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(b) Where the highway construction is under the direct supervision of the Federal Highway Administration (FHWA), all references herein to the State shall be considered as references to the FHWA.

Sec. 646.105 Contractor's public liability and property damage insurance.

(a) Contractors may be subject to liability with respect to bodily injury to or death of persons, and injury to, or destruction of property, which may be suffered by persons other than their own employees as a result of their operations in connection with construction of highway projects located in whole or in part within railroad right-of-way and financed in whole or in part with Federal funds. Protection to cover such liability of contractors shall be furnished under regular contractors' public liability and property damage insurance policies issued in the names of the contractors. Such policies shall be so written as to furnish protection to contractors respecting their operations in performing work covered by their contract.

(b) Where a contractor sublets a part of the work on any project to a subcontractor, the contractor shall be required to secure insurance protection in his own behalf under contractor's public liability and property damage insurance policies to cover any liability imposed on him by law for damages because of bodily injury to, or death of, persons and injury to, or destruction of, property as a result of work undertaken by such subcontractors. In addition, the contractor shall provide for and on behalf of any such subcontractors protection to cover like liability imposed upon the latter as a result of their operations by means of separate and individual contractor's public liability and property damage policies; or, in the alternative, each subcontractor shall provide satisfactory insurance on his own behalf to cover his individual operations.

(c) The contractor shall furnish to the State highway department evidence satisfactory to such department and to the FHWA that the insurance coverages required herein have been provided. The contractor shall also furnish a copy of such evidence to the railroad or railroads involved. The insurance specified shall be kept in force until all work required to be performed shall have been satisfactorily completed and accepted in accordance with the contract under which the construction work is undertaken.

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Sec. 646.107 Railroad protective insurance.

In connection with highway projects for the elimination of hazards of railroad-highway crossings and other highway construction projects located in whole or in part within railroad right-of-way, railroad protective liability insurance shall be purchased on behalf of the railroad by the contractor. The standards for railroad protective insurance established by Secs. 646.109 through 646.111 shall be adhered to insofar as the insurance laws of the State will permit.

[39 FR 36474, Oct. 10, 1974, as amended at 47 FR 33955, Aug. 5, 1982]

Sec. 646.109 Types of coverage.

(a) Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in Sec. 646.109(b)(4).

(b) Coverage shall include:

(1) Death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws;

(2) Personal property owned by or in the care, custody or control of the railroads;

(3) The contractor, or any of his agents or employees who suffer bodily injury or death as the result of acts of the railroad or its agents, regardless of the negligence of the railroad;

(4) Negligence of only the following classes of railroad employees:

(i) Any supervisory employee of the railroad at the job site;

(ii) Any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the contractor; or

(iii) Any employee of the railroad not within (b)(4) (i) or (ii) who is specifically loaned or assigned to the work of the contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the contractor or governmental authority.

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Sec. 646.111 Amount of coverage.

(a) The maximum dollar amounts of coverage to be reimbursed from Federal funds with respect to bodily injury, death and property damage is limited to a combined amount of $2 million per occurrence with an aggregate of $6 million applying separately to each annual period except as provided in paragraph (b) of this section.

(b) In cases involving real and demonstrable danger of appreciably higher risks, higher dollar amounts of coverage for which premiums will be reimbursable from Federal funds shall be allowed. These larger amounts will depend on circumstances and shall be written for the individual project in accordance with standard underwriting practices upon approval of the FHWA.

[39 FR 36474, Oct. 10, 1974, as amended at 47 FR 33955, Aug. 5, 1982]

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NON-REGULATORY SUPPLEMENT

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1. AMOUNT OF COVERAGE (23 CFR 646.111)

a. In determining whether a larger dollar amount of coverage is necessary for a particular project, consideration shall be given to:

(1) the size of the project in question,

(2) the amount and type of railroad traffic passing through the project area,

(3) the volume of highway traffic in the project area, including traffic generated by the contractor's activities, and

(4) the accident experience rating, if available, for the contractor involved in the particular project.

b. The decision of the Division Administrator as to Federal participation in railroad protective insurance exceeding the dollar amounts in section 646.111, paragraph (a) shall ordinarily be final. Exceptional or unusual cases shall be referred through the regional office to the FHWA Washington Headquarters, Office of Engineering, for decision.

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SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS

PART 646 - RAILROADS

Subpart B - Railroad-Highway Projects

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Authority: 23 U.S.C. 109(e), 120(d), 130, and 315; 49 CFR 1.48(b).

Source: 40 FR 16059, Apr. 9, 1975, unless otherwise noted.

Sec. 646.200 Purpose and applicability.

(a) The purpose of this subpart is to prescribe policies and procedures for advancing Federal-aid projects involving railroad facilities.

(b) This subpart, and all references hereinafter made to "projects," applies to Federal-aid projects involving railroad facilities, including projects for the elimination of hazards of railroad-highway crossings, and other projects which use railroad properties or which involve adjustments required by highway construction to either railroad facilities or facilities that are jointly owned or used by railroad and utility companies.

(c) Additional instructions for projects involving the elimination of hazards of railroad-highway grade crossings pursuant to 23 U.S.C. 405 and Section 203 of the Highway Safety Act of 1973 are set forth in 23 CFR Part 924.

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(d) Procedures on reimbursement for projects undertaken pursuant to this subpart are set forth in 23 CFR, Part 140, Subpart I.

(e) Procedures on insurance required of contractors working on or about railroad right-of-way are set forth in 23 CFR, Part 646, Subpart A.

(f) Audit requirements for work undertaken pursuant to this subpart which is not accomplished under competitive bidding procedures are set forth in 23 CFR, Part 170.

[40 FR 16059, Apr. 9, 1975, as amended at 45 FR 20795, Mar. 31, 1980]

Sec. 646.202 Authority.

This subpart is issued under authority of 23 U.S.C. 109(e), 120(d), 130, 315 and 405, Section 203 of the Highway Safety Act of 1973, 49 CFR 1.48.

Sec. 646.204 Definitions.

For the purposes of this subpart, the following definitions apply:

(a) Railroad shall mean all rail carriers, publicly-owned, private, and common carriers, including line haul freight and passenger railroads, switching and terminal railroads and passenger carrying railroads such as rapid transit, commuter and street railroads.

(b) Utility shall mean the lines and facilities for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, water, steam, sewer and similar commodities.

(c) Company shall mean any railroad or utility company including any wholly owned or controlled subsidiary thereof.

(d) 'G' funds signify those Federal-aid highway funds which, pursuant to 23 U.S.C. 120(d), may be used for projects for the elimination of hazards of railroad-highway crossings not to exceed 10 percent of Federal-aid funds apportioned in accordance with 23 U.S.C. 104.

(e) Preliminary engineering shall mean the work necessary to produce construction plans, specifications, and estimates to the degree of completeness required for undertaking construction

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thereunder, including locating, surveying, designing, and related work.

(f) Construction shall mean the actual physical construction to improve or eliminate a railroad-highway grade crossing or accomplish other railroad involved work.

(g) A diagnostic team means a group of knowledgeable representatives of the parties of interest in a railroad-highway crossing or a group of crossings.

(h) Main line railroad track means a track of a principal line of a railroad, including extensions through yards, upon which trains are operated by timetable or train order or both, or the use of which is governed by block signals or by centralized traffic control.

(i) Passive warning devices means those types of traffic control devices, including signs, markings and other devices, located at or in advance of grade crossings to indicate the presence of a crossing but which do not change aspect upon the approach or presence of a train.

(j) Active warning devices means those traffic control devices activated by the approach or presence of a train, such as flashing light signals, automatic gates and similar devices, as well as manually operated devices and crossing watchmen, all of which display to motorists positive warning of the approach or presence of a train.

Sec. 646.206 Types of projects.

(a) Projects for the elimination of hazards, to both vehicles and pedestrians, of railroad-highway crossings may include but are not limited to:

(1) Grade crossing elimination;

(2) Reconstruction of existing grade separations; and

(3) Grade crossing improvements.

(b) Other railroad-highway projects are those which use railroad properties or involve adjustments to railroad facilities required by highway construction but do not involve the elimination of hazards of railroad-highway crossings. Also included are adjustments to facilities that are jointly owned or used by railroad and utility companies.

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Sec. 646.208 Funding.

(a) Federal-aid funding for projects which involve the elimination of hazards of railroad-highway crossings may, at the option of the State, be provided through one of the following alternative methods, within the qualifications prescribed for each:

(1) "G" funding, as provided by 23 U.S.C. 120(d) and 130;

(2) Regular pro rata sharing as provided by 23 U.S.C. 120(a) and 120(c); and

(3) Funding authorized by 23 U.S.C. 405 and section 203 of the Highway Safety Act of 1973.

(b) The adjustment of railroad facilities which does not involve the elimination of hazards of railroad-highway crossings may be funded through regular pro rata sharing, as provided by 23 U.S.C. 120 (a) and (c).

Sec. 646.210 Classification of projects and railroad share of the cost.

(a) State laws requiring railroads to share in the cost of work for the elimination of hazards at railroad-highway crossings shall not apply to Federal-aid projects.

(b) Pursuant to 23 U.S.C. 130(b), and 49 CFR 1.48:

(1) Projects for grade crossing improvements are deemed to be of no ascertainable net benefit to the railroads and there shall be no required railroad share of the costs.

(2) Projects for the reconstruction of existing grade separations are deemed to generally be of no ascertainable net benefit to the railroad and there shall be no required railroad share of the costs, unless the railroad has a specific contractual obligation with the State or its political subdivision to share in the costs.

(3) On projects for the elimination of existing grade crossings at which active warning devices are in place or ordered to be installed by a State regulatory agency, the railroad share of the project costs shall be 5 percent.

(4) On projects for the elimination of existing grade crossings at which active warning devices are not in place and have not been ordered installed by a State regulatory agency, or

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(b) "G" Funds. (1) The Federal share of the cost of a "G" funded project may be up to 100 percent of the cost of preliminary engineering and construction and 75 percent of the cost of right-of-way and property damage, except that the Federal share shall be reduced by the amount of any required railroad share of the cost.

(2) Projects for the elimination of hazards of railroad-highway crossings, either by crossing elimination, improvement, or the reconstruction of existing grade separations, as described in Sec. 646.206(a) are eligible for "G" funding subject to the following limitations:

(i) For a new or reconstructed grade separation, the entire structure or structures and necessary highway and railroad approaches to accommodate both vehicular and pedestrian traffic.

(ii) Where another facility, such as a highway or waterway requiring a bridge structure, is located within the limits of a grade separation project, the estimated cost and limits of work for a theoretical structure and necessary approaches as in Sec. 646.212 (b)(2)(i) without considering the presence of the waterway or other highway.

(iii) For railroad or highway relocation the actual cost of the relocation project or the estimated cost of a theoretical structure and necessary approaches to eliminate the grade crossing(s) as in Sec. 646.212(b)(2)(i), whichever is less.

(iv) Grade crossing improvements in the vicinity of the crossing and related work, including construction or reconstruction of the approaches as necessary to provide an acceptable transition to existing or improved highway gradients and alignments, and advance warning devices.

[40 FR 16059, Apr. 9, 1975, as amended at 47 FR 33955, Aug. 5, 1982]

Sec. 646.214 Design.

(a) General. (1) Facilities that are the responsibility of the railroad for maintenance and operation shall conform to the specifications and design standards used by the railroad in its normal practice, subject to approval by the State highway agency and FHWA.

(2) Facilities that are the responsibility of the highway agency for maintenance and operation shall conform to the specifications and design standards and guides used by the

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highway agency in its normal practice, subject to approval by FHWA.

(b) Grade crossing improvements. (1) All traffic control devices proposed shall comply with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways supplemented to the extent applicable by State standards.

(2) Pursuant to 23 U.S.C. 109(e), where a railroad-highway grade crossing is located within the limits of or near the terminus of a Federal-aid highway project for construction of a new highway or improvement of the existing roadway, the crossing shall not be opened for unrestricted use by traffic or the project accepted by FHWA until adequate warning devices for the crossing are installed and functioning properly.

(3)(i) "Adequate warning devices", under Sec. 646.214(b)(2) or on any project where Federal-aid funds participate in the installation of the devices are to include automatic gates with flashing light signals when one or more of the following conditions exist:

(A) Multiple main line railroad tracks.

(B) Multiple tracks at or in the vicinity of the crossing which may be occupied by a train or locomotive so as to obscure the movement of another train approaching the crossing.

(C) High Speed train operation combined with limited sight distance at either single or multiple track crossings.

(D) A combination of high speeds and moderately high volumes of highway and railroad traffic.

(E) Either a high volume of vehicular traffic, high number of train movements, substantial numbers of schoolbuses or trucks carrying hazardous materials, unusually restricted sight distance, continuing accident occurrences, or any combination of these conditions.

(F) A diagnostic team recommends them.

(ii) In individual cases where a diagnostic team justifies that gates are not appropriate, FHWA may find that the above requirements are not applicable.

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(4) For crossings where the requirements of Sec. 646.214(b)(3) are not applicable, the type of warning device to be installed, whether the determination is made by a State regulatory agency, State highway agency, and/or the railroad, is subject to the approval of FHWA.

(c) Grade crossing elimination. All crossings of railroads and highways at grade shall be eliminated where there is full control of access on the highway (a freeway) regardless of the volume of railroad or highway traffic.

[40 FR 16059, Apr. 9, 1975, as amended at 47 FR 33955, Aug. 5, 1982]

Sec. 646.216 General procedures.

(a) General. Unless specifically modified herein, applicable Federal-aid procedures govern projects undertaken pursuant to this subpart.

(b) Preliminary engineering and engineering services. (1) As mutually agreed to by the State highway agency and railroad, and subject to the provisions of Sec. 646.216(b)(2), preliminary engineering work on railroad-highway projects may be accomplished by one of the following methods:

(i) The State or railroad's engineering forces;

(ii) An engineering consultant selected by the State after consultation with the railroad, and with the State administering the contract; or

(iii) An engineering consultant selected by the railroad, with the approval of the State and with the railroad administering the contract.

(2) Where a railroad is not adequately staffed, Federal-aid funds may participate in the amounts paid to engineering consultants and others for required services, provided such amounts are not based on a percentage of the cost of construction, either under contracts for individual projects or under existing written continuing contracts where such work is regularly performed for the railroad in its own work under such contracts at reasonable costs.

(c) Rights-of-way. (1) Acquisition of right-of-way by a State highway agency on behalf of a railroad or acquisition of nonoperating real property from a railroad shall be in accordance with the Uniform Relocation Assistance and Real Property

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Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.) and applicable FHWA right-of-way procedures in 23 CFR, Chapter I, Subchapter H. On projects for the elimination of hazards of railroad-highway crossings by the relocation of railroads, acquisition or replacement right-of-way by a railroad shall be in accordance with 42 U.S.C. 4601 et. seq.

(2) Where buildings and other depreciable structures of the railroad (such as signal towers, passenger stations, depots, and other buildings, and equipment housings) which are integral to operation of railroad traffic are wholly or partly affected by a highway project, the costs of work necessary to functionally restore such facilities are eligible for participation. However, when replacement of such facilities is necessary, credits shall be made to the cost of the project for:

(i) Accrued depreciation, which is that amount based on the ratio between the period of actual length of service and total life expectancy applied to the original cost.

(ii) Additions or improvements which provide higher quality or increased service capability of the facility and which are provided solely for the benefit of the railroad.

(iii) Actual salvage value of the material recovered from the facility being replaced. Total credits to a project shall not be required in excess of the replacement cost of the facility.

(3) Where Federal funds participate in the cost of replacement right-of-way, there will be no charge to the project for the railroad's existing right-of-way being transferred to the State highway agency except when the value of the right-of-way being taken exceeds the value of the replacement right-of-way.

(d) State-railroad agreements. (1) Where construction of a Federal-aid project requires use of railroad properties or adjustments to railroad facilities, there shall be an agreement in writing between the State highway agency and the railroad company.

(2) The written agreement between the State and the railroad shall, as a minimum include the following, where applicable:

(i) The provisions of this subpart and of 23 CFR, Part 140, Subpart I, incorporated by reference.

(ii) A detailed statement of the work to be performed by each party.

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(iii) Method of payment (either actual cost or lump sum),

(iv) For projects which are not for the elimination of hazards of railroad-highway crossings, the extent to which the railroad is obligated to move or adjust its facilities at its own expense,

(v) The railroad's share of the project cost,

(vi) An itemized estimate of the cost of the work to be performed by the railroad,

(vii) Method to be used for performing the work, either by railroad forces or by contract,

(viii) Maintenance responsibility,

(ix) Form, duration, and amounts of any needed insurance,

(x) Appropriate reference to or identification of plans and specifications,

(xi) Statements defining the conditions under which the railroad will provide or require protective services during performance of the work, the type of protective services and the method of reimbursement to the railroad, and

(xii) Provisions regarding inspection of any recovered materials.

(3) On work to be performed by the railroad with its own forces and where the State highway agency and railroad agree, subject to approval by FHWA, an agreement providing for a lump sum payment in lieu of later determination of actual costs may be used for any of the following:

(i) Installation or improvement of grade crossing warning devices and/or grade crossing surfaces, regardless of cost, or

(ii) Any other eligible work where the estimated cost to the State of the proposed railroad work does not exceed $25,000 or

(iii) Where FHWA finds that the circumstances are such that this method of developing costs would be in the best interest of the public.

(4) Where the lump sum method of payment is used, periodic reviews and analyses of the railroad's methods and cost data used to develop lump sum estimates will be made.

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(5) Master agreements between a State and a railroad on an areawide or statewide basis may be used. These agreements would contain the specifications, regulations, and provisions required in conjunction with work performed on all projects. Supporting data for each project or group of projects must, when combined with the master agreement by reference, satisfy the provisions of Sec. 646.216(d)(2).

(6) Official orders issued by regulatory agencies will be accepted in lieu of State-railroad agreements only where, together with supplementary written understandings between the State and the railroad, they include the items required by Sec. 646.216(d)(2).

(7) In extraordinary cases where FHWA finds that the circumstances are such that requiring such agreement or order would not be in the best interest of the public, projects may be approved for construction with the aid of Federal funds, provided satisfactory commitments have been made with respect to construction, maintenance and the railroad share of project costs.

(e) Authorizations. (1) The costs of preliminary engineering, right-of-way acquisition, and construction incurred after the date each phase of the work is included in an approved program and authorized by FHWA are eligible for Federal-aid participation. Preliminary engineering and right-of-way acquisition costs which are otherwise eligible, but incurred by a railroad prior to authorization by FHWA, although not reimbursable, may be included as part of the railroad share of project cost where such a share is required.

(2) Prior to issuance of authorization by FHWA either to advertise the physical construction for bids or to proceed with force account construction for railroad work or for other construction affected by railroad work, the following must be accomplished:

(i) The plans, specifications and estimates must be approved by FHWA.

(ii) A proposed agreement between the State and railroad must be found satisfactory by FHWA. Before Federal funds may be used to reimburse the State for railroad costs the executed agreement must be approved by FHWA. However, cost for materials stockpiled at the project site or specifically purchased and delivered to the company for use on the project may be reimbursed on progress billings prior to the approval of the executed State-Railroad

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Agreement in accordance with 23 CFR 140.922(a) and Sec.646.218 of this part.

(iii) Adequate provisions must be made for any needed easements, right-of-way, temporary crossings for construction purposes or other property interests.

(iv) The pertinent portions of the State-railroad agreement applicable to any protective services required during performance of the work must be included in the project specifications and special provisions for any construction contract.

(3) In unusual cases, pending compliance with Sec. 646. 216(e)(2)(ii), (iii) and (iv), authorization may be given by FHWA to advertise for bids for highway construction under conditions where a railroad grants a right-of-entry to its property as necessary to prosecute the physical construction.

(f) Construction. (1) Construction may be accomplished by:

(i) Railroad force account,

(ii) Contracting with the lowest qualified bidder based on appropriate solicitation,

(iii) Existing continuing contracts at reasonable costs, or

(iv) Contract without competitive bidding, for minor work, at reasonable costs.

(2) Reimbursement will not be made for any increased costs due to changes in plans:

(i) For the convenience of the contractor, or

(ii) Not approved by the State and FHWA.

(3) The State and FHWA shall be afforded a reasonable opportunity to inspect materials recovered by the railroad prior to disposal by sale or scrap. This requirement will be satisfied by the railroad giving written notice, or oral notice with prompt written confirmation, to the State of the time and place where the materials will be available for inspection. The giving of notice is the responsibility of the railroad, and it may be held accountable for full value of materials disposed of without notice.

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(4) In addition to normal construction costs, the following construction costs are eligible for participation with Federal-aid funds when approved by the State and FHWA:

(i) The cost of maintaining temporary facilities of a railroad company required by and during the highway construction to the extent that such costs exceed the documented normal cost of maintaining the permanent facilities.

(ii) The cost of stage or extended construction involving grade corrections and/or slope stabilization for permanent tracks of a railroad which are required to be relocated on new grade by the highway construction. Stage or extended construction will be approved by FHWA only when documentation submitted by the State establishes the proposed method of construction to be the only practical method and that the cost of the extended construction within the period specified is estimated to be less than the cost of any practicable alternate procedure.

(iii) The cost of restoring the company's service by adjustments of existing facilities away from the project site, in lieu of and not to exceed the cost of replacing, adjusting or relocating facilities at the project site.

(iv) The cost of an addition or improvement to an existing railroad facility which is required by the highway construction. [40 FR 16059, Apr. 9, 1975, as amended at 40 FR 29712, July 15, 1975; 47 FR 33956, Aug. 5, 1982]

Sec. 646.218 Simplified procedure for accelerating grade crossing improvements.

(a) The procedure set forth in this section is encouraged for use in simplifying and accelerating the processing of single or multiple grade crossing improvements.

(b) Eligible preliminary engineering costs may include those incurred in selecting crossings to be improved, determining the type of improvement for each crossing, estimating the cost and preparing the required agreement.

(c) The written agreement between a State and a railroad shall contain as a minimum:

(1) Identification of each crossing location.

(2) Description of improvement and estimate of cost for each crossing location.

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(3) Estimated schedule for completion of work at each location.

(d) Following programming, authorization and approval of the agreement under Sec. 646.218(c), FHWA may authorize construction, including acquisition of warning device materials, with the condition that work at any particular location will not be undertaken until the proposed or executed State-railroad agreement under Sec. 646.216(d)(2) is found satisfactory by FHWA and the final plans, specifications, and estimates are approved and with the condition that only material actually incorporated into the project will be eligible for Federal participation.

(e) Work programmed and authorized under this simplified procedure should include only that which can reasonably be expected to reach the construction stage within one year and be completed within two years after the initial authorization date.

Sec. 646.220 Alternate Federal-State procedure.

(a) On other than Interstate projects, an alternate procedure may be used, at the election of the State, for processing certain types of railroad-highway work. Under this procedure, the State highway agency will act in the relative position of FHWA for reviewing and approving projects.

(b) The scope of the State's approval authority under the alternate procedure includes all actions necessary to advance and complete the following types of railroad-highway work:

(1) All types of grade crossing improvements under Sec.646.206(a)(3).

(2) Minor adjustments to railroad facilities under Sec. 646.206(b).

(c) The following types of work are to be reviewed and approved in the normal manner, as prescribed elsewhere in this subpart.

(1) All projects under Sec.646.206(a) (1) and (2).

(2) Major adjustments to railroad facilities under Sec. 646.206(b).

(d) Any State wishing to adopt the alternate procedure may file a formal application for approval by FHWA. The application must include the following:

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(1) The State's written policies and procedures for administering and processing Federal-aid railroad-highway work, which make adequate provisions with respect to all of the following:

(i) Compliance with the provisions of Title 23, U.S.C., Title 23 CFR, and other applicable Federal laws and Executive Orders.

(ii) Compliance with this subpart and 23 CFR, Part 140, Subpart I and 23 CFR Part 172.

(iii) For grade crossing safety improvements, compliance with the requirements of 23 CFR Part 924.

(2) A statement signed by the Chief Administrative Officer of the State highway agency certifying that:

(i) The work will be done in accordance with the applicable provisions of the State's policies and procedures submitted under Sec.646.220(d)(1), and

(ii) Reimbursement will be requested in only those costs properly attributable to the highway construction and eligible for Federal fund participation.

(e) When FHWA has approved the alternate procedure, it may authorize the State to proceed in accordance with the State's certification, subject to the following conditions:

(1) The work has been programmed.

(2) The State submits in writing a request for such authorization which shall include a list of the improvements or adjustments to be processed under the alternate procedure, along with the best available estimate of cost.

(f) The FHWA Regional Administrator may suspend approval of the certified procedure, where FHWA reviews disclose noncompliance with the certification. Federal-aid funds will not be eligible to participate in costs that do not qualify under Sec.646.220(d)(1).

[40 FR 16059, Apr. 9, 1975; 40 FR 29712, July 15, 1975; 40 FR 31211, July 25, 1975; 42 FR 30835, June 17, 1977, as amended at 45 FR 20795, Mar. 31, 1980]

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Appendix to Subpart B - Horizontal and Vertical Clearance Provisions for Overpass and Underpass Structures

The following implements provisions of 23 CFR 646.212(a)(3).

a. Lateral Geometrics. A cross section with a horizontal distance of 20 feet, measured at right angles from the centerline of track at the top of rails, to the face of the embankment slope, may be approved. The 20-foot distance may be increased at individual structure locations as appropriate to provide for drainage if justified by a hydraulic analysis or to allow adequate room to accommodate special conditions, such as where heavy and drifting snow is a problem. The railroad must demonstrate that this is its normal practice to address these special conditions in the manner proposed. Additionally, this distance may also be increased up to 8 feet as may be necessary for off-track maintenance equipment, provided adequate horizontal clearance is not available in adjacent spans and where justified by the presence of an existing maintenance road or by evidence of future need for such equipment. All piers should be placed at least 9 feet horizontally from the centerline of the track and preferably beyond the drainage ditch. For multiple track facilities, all dimensions apply to the centerline of the outside track.

Any increase above the 20-foot horizontal clearance distance must be required by specific site conditions and be justified by the railroad to the satisfaction of the State highway agency (SHA) and the FHWA.

b. Vertical Clearance. A vertical clearance of 23 feet above the top of rails, which includes an allowance for future ballasting of the railroad tracks, may be approved. Vertical clearance greater than 23 feet may be approved when the State regulatory agency having jurisdiction over such matters requires a vertical clearance in excess of 23 feet or on a site by site basis where justified by the railroad to the satisfaction of the SHA and the FHWA. A railroad's justification for increased vertical clearance should be based on an analysis of engineering, operational and/or economic conditions at a specific structure location. Federal-aid highway funds are also eligible to participate in the cost of providing vertical clearance greater than 23 feet where a railroad establishes to the satisfaction of a SHA and the FHWA that it has a definite formal plan for electrification of its rail system where the proposed grade separation project is located. The plan must cover a logical independent segment of the rail system and be approved by the railroad's corporate headquarters. For 25 kv line, a vertical

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clearance of 24 feet 3 inches may be approved. For 50 kv line, a vertical clearance of 26 feet may be approved.

A railroad's justification to support its plan for electrification shall include maps and plans or drawings showing those lines to be electrified; actions taken by its corporate headquarters committing it to electrification including a proposed schedule; and actions initiated or completed to date implementing its electrification plan such as a showing of the amounts of funds and identification of structures, if any, where the railroad has expended its own funds to provide added clearance for the proposed electrification. If available, the railroad's justification should include information on its contemplated treatment of existing grade separations along the section of its rail system proposed for electrification.

The cost of reconstructing or modifying any existing railroad-highway grade separation structures solely to accommodate electrification will not be eligible for Federal-aid highway fund participation.

c. Railroad Structure Width. Nine feet of structure width outside of the centerline of the outside tracks may be approved for a structure carrying railroad tracks. Greater structure width may be approved when in accordance with standards established and used by the affected railroad in its normal practice.

In order to maintain continuity of off-track equipment roadways at structures carrying tracks over limited access highways, consideration should be given at the preliminary design stage to the feasibility of using public road crossings for this purpose. Where not feasible, an additional structure width of 8 feet may be approved if designed for off-track equipment only.

[53 FR 32218, Aug. 24, 1988]

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1. DEFINITIONS (23 CFR 646.204)

   a. The diagnostic team will generally include a representative of the railroad(s) operating the tracks at the crossing(s), the Federal Highway Administration (FHWA), the State highway agency, and any other State agency or political subdivision exercising jurisdiction over the crossing(s) involved.

2. TYPES OF PROJECTS (23 CFR 646.206)

   a. Grade crossing elimination projects include:

      (1) new grade separations

      (2) relocation of highways

      (3) relocation of railroads

      (4) crossing closure without other construction

   b. Grade crossing improvement projects include:

      (1) installation of standard signs and pavement markings

      (2) installation or replacement of active warning devices

      (3) upgrading of active warning devices, including track circuit improvements and interconnection with highway traffic signals

      (4) crossing illumination

      (5) crossing surface improvements

      (6) general site improvements

3. DESIGN (23 CFR 646.214)

   a. When initiating a project to eliminate a grade crossing of a highway and a low traffic volume

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railroad line, the State highway agency should determine if abandonment of the railroad line is probable within a reasonable time.

4. GENERAL PROCEDURES (23 CFR 646.216)

a. Preliminary Engineering and Engineering Services

(1) It is expected the State and railroad will insofar as practicable, follow the procedures set out in 23 CFR 172 regarding the use of consultants.

b. Rights-of-Way

(1) Replacement right-of-way to be acquired by or on behalf of a railroad may be programmed and authorized either as an expense incidental to the cost of construction, or as a part of the right-of-way acquisition phase of either the highway project as a whole or a separate railroad project. The valuation of replacement right-of-way acquisition by a railroad may consist of appraisals by qualified railroad employees or independent appraisers. Sound valuation and acquisition practices are to be followed and the railroad should, by its records, be in a position to justify amounts paid for such right-of-way. When a project is charged for the railroad's existing right-of-way being transferred to the State highway agency, Federal participation should reflect offsetting benefits to the railroad such as reduced maintenance and operating costs.

(2) Federal funds are eligible to participate in costs incurred by a railroad incident to the acquisition of right-of-way. These expenses may include such items as: salaries and expenses of railroad employees while engaged in the appraisal of and negotiation for such right-of-way, amounts paid independent appraisers for appraisals of such right-of-way, recording costs, deed fees, and similar costs normally paid incident to land acquisition.

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c. State-Railroad Agreements

(1) No special form of written agreement is prescribed for State-railroad agreements. Such agreement usually consists of a formal document signed by officers who are authorized to bind the parties thereto, but in appropriate cases, it may consist of an exchange of correspondence which fully sets forth all the essential terms and conditions and bears the endorsements of both parties.

(2) See Attachments 1 and 2, as appropriate, for examples of an itemized estimate of the cost of the work to be performed by the railroad.

d. Construction

(1) The railroad should notify the State in writing (a) when construction will commence, and (b) when construction is completed.

(2) Costs of stage or extended construction should generally be limited to the first 24-month period of operation of the company's revenue trains on the relocated tracks and to those costs in excess of the cost of normal maintenance which would have been incurred had the old permanent track remained in service.

(3) Participation in costs of grade corrections and slope stabilization should not exceed the amount set up for the items in the estimate portion of the State/railroad agreement without approval by FHWA.

5. SIMPLIFIED PROCEDURE FOR ACCELERATING GRADE CROSSING IMPROVEMENTS (23 CFR 646.218)

a. See Attachment 3 for an example of a description of improvement and estimate of cost for each crossing location.

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6. ALTERNATE FEDERAL-STATE PROCEDURE (23 CFR 646.220)

a. The State's application, or changes thereto, along with the FHWA Division Administrator's recommendations, will be reviewed and, if satisfactory, approved by the Regional Administrator.

b. A copy of the approved alternate procedures and related actions shall be furnished by the Division Administrator to the Regional Administrator and to FHWA Washington Headquarters.

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ATTACHMENT

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EXAMPLE OF AN ESTIMATE OF COST FOR GRADE CROSSING WARNING DEVICES TO SUPPORT AN AUTHORIZATION TO PROCEED WITH CONSTRUCTION UNDER AN ACTUAL COST AGREEMENT

a. Description of Improvement

Installation or two automatic gate units with cantilever mounted flashing light signals controlled by motion sensor and other track circuit equipment at the crossing of _____ Road and a single main line track, replacing existing reflectorized crossbuck signs.

b. Estimate of Cost

ITEM	QUANTITY	AMOUNT
Preliminary Engineering	_____	_____
Construction Engineering	_____	_____
Material		
Automatic gate signal	_____	_____
Cantilever mounted flashing light signals	_____	_____
Motion sensor	_____	_____
(any other major item)	_____	_____
Other Material	_____	_____
Total Material	_____	_____
Transportation of Material	_____	_____
Store expense	_____	_____
Equipment		_____

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ITEM	QUANTITY	AMOUNT
Labor		
Direct Labor		_____
Holidays, Vacation, and pension		_____
Payroll taxes		_____
Insurance		_____
Meals and lodging		_____
Total Labor		_____
Contingecies		
Total Cost		_____
Less Credit for salvage		_____
Net Total		_____

NOTE: Where agreed to by the State and the railroad and concurred in by FHWA, this estimate format may be used for any program or agreement purpose except for support of an authorization to proceed with construction under a lump sum agreement.

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EXAMPLE OF AN ESTIMATE OF COST FOR GRADE CROSSING WARNING DEVICES TO SUPPORT AN AUTHORIZATION TO PROCEED WITH CONSTRUCTION UNDER AN AGREEMENT PROVIDING FOR A LUMP SUM PAYMENT

a. Description of Improvement

Installation of two automatic gate untis with cantilever mounted flashing light signal controlled by motion sensor and other track circuit equipment at the crossing of _____ Road and a single main line track, replacing existing reflectorized crossbuck signs.

b. Estimate of Cost

ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Preliminary Engineering	_____	Man-Hrs.	_____	_____
Construction Engineering	_____	Man-Hrs.	_____	_____
Material				
Automatic gate signals	_____	Each	_____	_____
Cantilever amounted flashing light signals	_____	Each	_____	_____
Relays, incl. housing	_____	Each	_____	_____
Motion Sensor	_____	Each	_____	_____
Batteries and housing	_____	L. Sum	_____	_____
Foundations	_____	L. Sum	_____	_____
Wire, cable and conduit	_____	L. Sum	_____	_____
Insulated Joints	_____	L. Sum	_____	_____

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ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Miscellaneous items	_____	L. Sum	_____	_____
Total Material	_____	L. Sum	_____	_____
Transportation of Material	_____	L. Sum	_____	_____
Store expense	_____	%	_____	_____
<u>Equipment</u>				
Outfit cars	_____	Days	_____	_____
Trucks	_____	Days	_____	_____
Trencher	_____	Days	_____	_____
<u>Labor</u>				
Foreman	_____	Hrs.	_____	_____
Signalman	_____	Hrs.	_____	_____
Asst. Signalman	_____	Hrs.	_____	_____
Holidays	_____	%	_____	_____
Vacation	_____	%	_____	_____
Payroll taxes	_____	%	_____	_____
Supplemental pension	_____	%	_____	_____
Insurance	_____	%	_____	_____
Meal and Lodging Allowance	_____	Man-Hrs.	_____	_____
Total Labor	_____	Man-Hrs.	_____	_____
(No contingencies allowed)	_____		_____	_____

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ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Less Credit for material salvaged	_____	_____	_____	_____
Net Total	_____	_____	_____	_____

NOTE: Where agreed to by the State and the railroad and concurred in by FHWA, this estimate format may be used for any program or agreement purpose including with agreements providing for a lump sum payment. When used for lump sum agreements, the estimate must be based upon completed design and plans.

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ATTACHMENT

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EXAMPLE OF DESCRIPTION OF IMPROVEMENT AND PRELIMINARY ESTIMATE OF COST FOR GRADE CROSSING WARNING DEVICES FOR PROGRAMING AND AGREEMENT PURPOSES

Description of improvement and preliminary estimate of cost for installation of two automatic gate units with cantilever mounted flashing light signals controlled by motion sensor and other track circuit equipment at the crossing of _____ Road and a single main line track, replacing existing reflectorized crossbuck signs: $19,450.

NOTE: Where agreed to be the State and the railroad and concurred in by FHWA, this estimate format is acceptable for program purposes and for agreement purposes on projects where a detailed estimate of the attachment 1 or 2 type as appropriate will be submitted by the railroad and approved by the State and FHWA prior to authorization to proceed with the installation.

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3b:P3:UM7

Federal-aid Policy Guide — 23 CFR 645A, Subpart A: Utility Relocations, Adjustments, and Reimbursement (Formerly FHPM 6-6-3)

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SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS

PART 645 - UTILITIES

Subpart A - Utility Relocations, Adjustments, and Reimbursement

Sec.
645.101 Purpose.
645.103 Applicability.
645.105 Definitions.
645.107 Eligibility.
645.109 Preliminary engineering.
645.111 Right-of-way.
645.113 Agreements and authorizations.
645.115 Construction.
645.117 Cost development and reimbursement.
645.119 Alternate procedure.

Authority: 23 U.S.C. 101, 109, 111, 116, 123, and 315; 23 CFR 1.23 and 1.27; 49 CFR 1.48(b); and E.O. 11990, 42 26961 (May 24, 1977).

Source: 50 FR 20345, May 15, 1985, unless otherwise noted.

Sec. 645.101 Purpose.

To prescribe the policies, procedures, and reimbursement provisions for the adjustment and relocation of utility facilities on Federal-aid and direct Federal projects.

Sec. 645.103 Applicability.

(a) The provisions of this regulation apply to reimbursement claimed by a State highway agency (SHA) for costs incurred under an approved and properly executed highway agency (HA)/utility agreement and for payment of costs incurred under all Federal Highway Administration (FHWA)/ utility agreements.

(b) Procedures on the accommodation of utilities are set forth in 23 CFR Part 645, Subpart B, Accommodation of Utilities.

(c) When the lines or facilities to be relocated or adjusted due to highway construction are privately owned, located on the owner's land, devoted exclusively to private use and not directly or indirectly serving the public, the provisions of the FHWA's right-of-way procedures in 23 CFR Chapter I, Subchapter H, Right-of-Way and Environment, apply. When applicable, under the

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foregoing conditions, the provisions of this regulation may be used as a guide to establish a cost-to-cure.

(d) The FHWA's reimbursement to the SHA will be governed by State law (or State regulation) or the provisions of this regulation, whichever is more restrictive. When State law or regulation differs from this regulation, a determination shall be made by the SHA subject to the concurrence of the FHWA as to which standards will govern, and the record documented accordingly, for each relocation encountered.

(e) For direct Federal projects, all references herein to the SHA or HA are inapplicable, and it is intended that the FHWA be considered in the relative position of the SHA or HA.

Sec. 645.105 Definitions.

For the purposes of this regulation, the following definitions shall apply:

(a) Authorization - for Federal-aid projects authorization to the SHA by the FHWA, or for direct Federal projects authorization to the utility by the FHWA, to proceed with any phase of a project. The date of authorization establishes the date of eligibility for Federal funds to participate in the costs incurred on that phase of work.

(b) Betterment - any upgrading of the facility being relocated that is not attributable to the highway construction and is made solely for the benefit of and at the election of the utility.

(c) Cost of relocation - the entire amount paid by or on behalf of the utility properly attributable to the relocation after deducting from that amount any increase in value of the new facility, and any salvage derived from the old facility.

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

(e) Cost of salvage - the amount expended to restore salvaged utility property to usable condition after its removal.

(f) Direct Federal projects - highway projects such as projects under the Federal Lands Highways Program which are under the direct administration of the FHWA.

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(g) Highway agency (HA) - that department, commission, board, or official of any State or political subdivision thereof, charged by its law with the responsibility for highway administration.

(h) Indirect or overhead costs - those costs which 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 generally are 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 which is reasonable, equitable, and in accordance with generally accepted cost accounting practices.

(i) Relocation - the adjustment of utility facilities required by the highway project. It includes removing and reinstalling the facility, including necessary temporary facilities, acquiring necessary right-of-way on the new location, moving, rearranging or changing the type of existing facilities and taking any necessary safety and protective measures. It shall also mean constructing a replacement facility that is both functionally equivalent to the existing facility and necessary for continuous operation of the utility service, the project economy, or sequence of highway construction.

(j) Salvage value - 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.

(k) State highway agency - the highway agency of one of the 50 States, the District of Columbia, or Puerto Rico.

(l) Use and occupancy agreement - the document (written agreement or permit) by which the HA approves the use and occupancy of highway right-of-way by utility facilities or private lines.

(m) Utility - a privately, publicly, or cooperatively owned line, facility or system for producing, transmitting, or distributing communications, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, or any other similar commodity, including any fire or police signal system or street lighting system, which directly or indirectly serves the public. The term utility shall also mean the utility company inclusive of any wholly owned or controlled subsidiary.

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(n) Work order system - a procedure for accumulating and recording into separate accounts of a utility all costs to the utility in connection with any change in its system or plant.

Sec. 645.107 Eligibility.

(a) When requested by the SHA, Federal funds may participate, subject to the provisions of Sec. 645.103(d) of this part and at the pro rata share applicable, in an amount actually paid by an HA for the costs of utility relocations. Federal funds may participate in safety corrective measures made under the provisions of Sec. 645.107(k) of this part. Federal funds may also participate for relocations necessitated by the actual construction of a highway project made under one or more of the following conditions when:

(1) The SHA certifies that the utility has the right of occupancy in its existing location because it holds the fee, an easement, or other real property interest, the damaging or taking of which is compensable in eminent domain,

(2) The utility occupies privately or publicly owned land, including public road or street right-of-way, and the SHA certifies that the payment by the HA is made pursuant to a law authorizing such payment in conformance with the provisions of 23 U.S.C. 123, and/or

(3) The utility occupies publicly owned land, including public road and street right-of-way, and is owned by a public agency or political subdivision of the State, and is not required by law or agreement to move at its own expense, and the SHA certifies that the HA has the legal authority or obligation to make such payments.

(b) On projects which the SHA has the authority to participate in project costs, Federal funds may not participate in payments made by a political subdivision for relocation of utility facilities other than those proposed under the provisions of Sec. 645.107(k) of this part, when State law prohibits the SHA from making payment for relocation of utility facilities.

(c) On projects which the SHA does not have the authority to participate in project costs, Federal funds may participate in payments made by a political subdivision for relocation of utility facilities necessitated by the actual construction of a highway project when the SHA certifies that such payment is based upon the provisions of Sec. 645.107(a) of this part and does not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the HA or for utility safety

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corrective measures under the provisions of Sec. 645.107(k) of this part.

(d) Federal funds are not eligible to participate in any costs for which the utility contributes or repays the HA, except for utilities owned by the political subdivision on projects which qualify under the provisions of Sec. 645.107(c) of this part in which case the costs of the utility are considered to be costs of the HA.

(e) The FHWA may deny Federal fund participation in any payments made by a HA for the relocation of utility facilities when such payments do not constitute a suitable basis for Federal fund participation under the provisions of Title 23, U.S.C.

(f) The rights of any public agency or political subdivision of a State under contract, franchise, or other instrument or agreement with the utility, pertaining to the utility's use and occupancy of publicly owned land, including public road and street right-of-way, shall be considered the rights of the SHA in the absence of State law to the contrary.

(g) In lieu of the individual certifications required by Sec. 645.107(a) and (c), the SHA may file a statement with the FHWA setting forth the conditions under which the SHA will make payments for the relocation of utility facilities. The FHWA may approve Federal fund participation in utility relocations proposed by the SHA under the conditions of the statement when the FHWA has made an affirmative finding that such statement and conditions form a suitable basis for Federal fund participation under the provisions of 23 U.S.C. 123.

(h) Federal funds may not participate in the cost of relocations of utility facilities made solely for the benefit or convenience of a utility, its contractor, or a highway contractor.

(i) When the advance installation of new utility facilities crossing or otherwise occupying the proposed right-of-way of a planned highway project is underway, or scheduled to be underway, prior to the time such right-of-way is purchased by or under control of the HA, arrangements should be made for such facilities to be installed in a manner that will meet the requirements of the planned highway project. Federal funds are eligible to participate in the additional cost incurred by the utility that are attributable to, and in accommodation of, the highway project provided such costs are incurred subsequent to authorization of the work by the FHWA. Subject to the other provisions of this regulation, Federal participation may be

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approved under the foregoing circumstances when it is demonstrated that the action taken is necessary to protect the public interest and the adjustment of the facility is necessary by reason of the actual construction of the highway project.

(j) Federal funds are eligible to participate in the costs of preliminary engineering and allied services for utilities, the acquisition of replacement right-of-way for utilities, and the physical construction work associated with utility relocations. Such costs must be incurred by or on behalf of a utility after the date the work is included in an approved program and after the FHWA has authorized the SHA to proceed in accordance with 23 CFR 630, Subpart A, Federal-Aid Programs Approval and Project Authorization.

(k) Federal funds may participate in projects solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway user. Safety corrective measures should be developed in accordance with the provisions of 23 CFR 645.209(k).

(The information collection requirements in paragraph (g) of this section have been approved under OMB control number 2125-0515)

[50 FR 20345, May 15, 1985, as amended at 53 FR 24932, July 1, 1988]

Sec. 645.109 Preliminary engineering.

(a) As mutually agreed to by the HA and utility, and subject to the provisions of paragraph (b) of this section, preliminary engineering activities associated with utility relocation work may be done by:

(1) The HA's or utility's engineering forces;

(2) An engineering consultant selected by the HA, after consultation with the utility, the contract to be administered by the HA; or,

(3) An engineering consultant selected by the utility, with the approval of the HA, the contract to be administered by the utility.

(b) When a utility is not adequately staffed to pursue the necessary preliminary engineering and related work for the utility relocation, Federal funds may participate in the amount paid to engineers, architects, and others for required engineering and allied services provided such amounts are not

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based on a percentage of the cost of relocation. When Federal participation is requested by the SHA in the cost of such services, the utility and its consultant shall agree in writing as to the services to be provided and the fees and arrangements for the services. Federal funds may participate in the cost of such services performed under existing written continuing contracts when it is demonstrated that such work is performed regularly for the utility in its own work and that the costs are reasonable. Prior approval by the FHWA of consulting services is necessary, except the FHWA may forgo preaward review and/or approval of any proposed consultant contract which is not expected to exceed $10,000.

(c) The procedures in 23 CFR Part 172, Administration of Negotiated Contracts, may be used as a guide for reviewing proposed consultant contracts.

Sec. 645.111 Right-of-way.

(a) Federal participation may be approved for the cost of replacement right-of-way provided:

(1) The utility has the right of occupancy in its existing location because it holds the fee, an easement, or another real property interest, the damaging or taking of which is compensable in eminent domain, or the acquisition is made in the interest of project economy or is necessary to meet the requirements of the highway project, and

(2) There will be no charge to the project for that portion of the utility's existing right-of-way being transferred to the HA for highway purposes.

(b) The utility shall determine and make a written valuation of the replacement right-of-way that it acquires in order to justify amounts paid for such right-of-way. This written valuation shall be accomplished prior to negotiation for acquisition.

(c) Acquisition of replacement right-of-way by the HA on behalf of a utility or acquisition of nonoperating real property from a utility shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.) and applicable right-of-way procedures in 23 CFR Chapter I, Subchapter H, Right-of-Way and Environment.

(d) When the utility has the right-of-occupancy in its existing location because it holds the fee, an easement, or another real property interest, and it is not necessary by reason

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of the highway construction to adjust or replace the facilities located thereon, the taking of and damage to the utility's real property, including the disposal or removal of such facilities, may be considered a right-of-way transaction in accordance with provisions of the applicable right-of-way procedures in 23 CFR Chapter I, Subchapter H, Right-of-Way and Environment.

Sec. 645.113 Agreements and authorizations.

(a) On Federal-aid and direct Federal projects involving utility relocations, the utility and the HA shall agree in writing on their separate responsibilities for financing and accomplishing the relocation work. When Federal participation is requested, the agreement shall incorporate this regulation by reference and designate the method to be used for performing the work (by contract or force account) and for developing relocation costs. The method proposed by the utility for developing relocation costs must be acceptable to both the HA and the FHWA. The preferred method for the development of relocation costs by a utility is on the basis of actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

(b) When applicable, the written agreement shall specify the terms and amounts of any contribution or repayments made or to be made by the utility to the HA in connection with payments by the HA to the utility under the provisions of Sec. 645.107 of this regulation.

(c) The agreement shall be supported by plans, specifications when required, and itemized cost estimates of the work agreed upon, including appropriate credits to the project, and shall be sufficiently informative and complete to provide the HA and the FHWA with a clear description of the work required.

(d) When the relocation involves both work to be done at the HA's expense and work to be done at the expense of the utility, the written agreement shall state the share to be borne by each party.

(e) In the event there are changes in the scope of work, extra work or major changes in the planned work covered by the approved agreement, plans, and estimates, Federal participation shall be limited to costs covered by a modification of the agreement, a written change, or extra work order approved by the HA and the FHWA.

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(f) When the estimated cost to the HA of proposed utility relocation work on a project for a specific utility company is $25,000 or less, the FHWA may approve an agreement between the HA and the utility for a lump-sum payment without later confirmation by audit of actual costs. Lump-sum agreements in excess of $25,000 may be approved when the FHWA finds that this method of developing costs would be in the best interest of the public.

(g) Except as otherwise provided by Sec. 645.113(h), authorization by the FHWA to the SHA to proceed with the physical relocation of a utility's facilities may be given after:

(1) The utility relocation work, or the right-of-way, or physical construction phase of the highway construction work is included in an approved program,

(2) The appropriate environmental evaluation and public hearing procedures required by 23 CFR Part 771, Environmental Impact and Related Procedures, have been satisfied.

(3) The FHWA has reviewed and approved the plans, estimates, and proposed or executed agreements for the utility work and is furnished a schedule for accomplishing the work.

(h) The FHWA may authorize the physical relocation of utility facilities before the requirements of Sec. 645.113(g)(2) are satisfied when the relocation or adjustment of utility facilities meets the requirements of Sec. 645.107(i) of this regulation.

(i) Whenever the FHWA has authorized right-of-way acquisition under the hardship and protective buying provisions of 23 CFR Part 712, the Acquisition Functions, the FHWA may authorize the physical relocation of utility facilities located in whole or in part on such right-of-way.

(j) When all efforts by the HA and utility fail to bring about written agreement of their separate responsibilities under the provisions of this regulation, the SHA shall submit its proposal and a full report of the circumstances to the FHWA. Conditional authorizations for the relocation work to proceed may be given by the FHWA to the SHA with the understanding that Federal funds will not be paid for work done by the utility until the SHA proposal has been approved by the FHWA.

(k) The FHWA will consider for approval any special procedure under State law, or appropriate administrative or judicial order, or under blanket master agreements with the utilities, that will fully accomplish all of the foregoing objectives and accelerate the advancement of the construction and completion of projects.

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Sec. 645.115 Construction.

(a) Part 635, Subpart B, of this title, Force Account Construction (justification required for force account work), states that it is cost-effective for certain utility adjustments to be performed by a utility with its own forces and equipment, provided the utility is qualified to perform the work in a satisfactory manner. This cost-effectiveness finding covers minor work on the utility's existing facilities routinely performed by the utility with its own forces. When the utility is not adequately staffed and equipped to perform such work with its own forces and equipment at a time convenient to and in coordination with the associated highway construction, such work may be done by:

(1) A contract awarded by the HA or utility to the lowest qualified bidder based on appropriate solicitation,

(2) Inclusion as part of the HA's highway construction contract let by the HA as agreed to by the utility,

(3) An existing continuing contract, provided the costs are reasonable, or

(4) A contract for low-cost incidental work, such as tree trimming and the like, awarded by the HA or utility without competitive bidding, provided the costs are reasonable.

(b) When it has been determined under Part 635, Subpart B, that the force account method is not the most cost-effective means for accomplishing the utility adjustment, such work is to be done under competitive bid contracts as described in Sec. 645.115(a) (1) and (2) or under an existing continuing contract provided it can be demonstrated this is the most cost-effective method.

(c) Costs for labor, materials, equipment, and other services furnished by the utility shall be billed by the utility directly to the HA. The special provisions of contracts let by the utility or the HA shall be explicit in this respect. The costs of force account work performed for the utility by the HA and of contract work performed for the utility under a contract let by the HA shall be reported separately from the costs of other force account and contract items on the highway project.

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Sec. 645.117 Cost development and reimbursement.

(a) Developing and recording costs.

(1) All utility relocation costs shall be recorded by means of work orders in accordance with an approved work order system except when another method of developing and recording costs, such as lump-sum agreement, has been approved by the HA and the FHWA. Except for work done under contracts, the individual and total costs properly reported and recorded in the utility's accounts in accordance with the approved method for developing such costs, or the lump-sum agreement, shall constitute the maximum amount on which Federal participation may be based.

(2) Each utility shall keep its work order system or other approved accounting procedure in such a manner as to show the nature of each addition to or retirement from a facility, the total costs thereof, and the source or sources of cost. Separate work orders may be issued for additions and retirements. Retirements, however, may be included with the construction work order provided that all items relating to retirements shall be kept separately from those relating to construction.

(b) Direct labor costs. (1) Salaries and wages, at actual or average rates, and related expenses paid by the utility to individuals for the time worked on the project are reimbursable when supported by adequate records. This includes labor associated with preliminary engineering, construction engineering, right-of-way, and force account construction.

(2) Salaries and expenses paid to individuals who are normally part of the overhead organization of the utility may be reimbursed for the time worked directly on the project when supported by adequate records and when the work performed by such individuals is essential to the project and could not have been accomplished as economically by employees outside the overhead organization.

(3) Amounts paid to engineers, architects and others for services directly related to projects may be reimbursed.

(c) Labor surcharges. (1) Labor surcharges include worker compensation insurance, public liability and property damage insurance, and such fringe benefits as the utility has established for the benefit of its employees. The cost of labor surcharges will be reimbursed at actual cost to the utility, or, at the option of the utility, average rates which are representative of actual costs may be used in lieu of actual costs if approved by the SHA and the FHWA. These average rates

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should be adjusted at least once annually to take into account known anticipated changes and correction for any over or under applied costs for the preceding period.

(2) When the utility is a self-insurer, there may be reimbursement at experience rates properly developed from actual costs. The rates cannot exceed the rates of a regular insurance company for the class of employment covered.

(d) Overhead and indirect construction costs. (1) Overhead and indirect construction costs not charged directly to work order or construction accounts may be allocated to the relocation provided the allocation is made on an equitable basis. All costs included in the allocation shall be eligible for Federal reimbursement, reasonable, and actually incurred by the utility.

(2) Costs not eligible for Federal reimbursement include, but are not limited to, the costs associated with advertising, sales promotion, interest on borrowings, the issuance of stock, bad debts, uncollectible accounts receivable, contributions, donations, entertainment, fines, penalties, lobbying, and research programs.

(3) The records supporting the entries for overhead and indirect construction costs shall show the total amount, rate, and allocation basis for each additive, and are subject to audit by representatives of the State and Federal Government.

(e) Material and supply costs. (1) Materials and supplies, if available, are to be furnished from company stock except that they may be obtained from other sources near the project site when available at a lower cost. When not available from company stock, they may be purchased either under competitive bids or existing continuing contracts under which the lowest available prices are developed. Minor quantities of materials and supplies and proprietary products routinely used in the utility's operation and essential for the maintenance of system compatibility may be excluded from these requirements. The utility shall not be required to change its existing standards for materials used in permanent changes to its facilities. Costs shall be determined as follows:

(i) Materials and supplies furnished from company stock shall be billed at the current stock prices for such new or used materials at time of issue.

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(ii) Materials and supplies not furnished from company stock shall be billed at actual costs to the utility delivered to the project site.

(iii) A reasonable cost for plant inspection and testing may be included in the costs of materials and supplies when such expense has been incurred. The computation of actual costs of materials and supplies shall include the deduction of all offered discounts, rebates, and allowances.

(iv) The cost of rehabilitating rather than replacing existing utility facilities to meet the requirements of a project is reimbursable, provided this cost does not exceed replacement costs.

(2) Materials recovered from temporary use and accepted for reuse by the utility shall be credited to the project at prices charged to the job, less a consideration for loss in service life at 10 percent. Materials recovered from the permanent facility of the utility that are accepted by the utility for return to stock shall be credited to the project at the current stock prices of such used materials. Materials recovered and not accepted for reuse by the utility, if determined to have a net sale value, shall be sold to the highest bidder by the HA or utility following an opportunity for HA inspection and appropriate solicitation for bids. If the utility practices a system of periodic disposal by sale, credit to the project shall be at the going prices supported by records of the utility.

(3) Federal participation may be approved for the total cost of removal when either such removal is required by the highway construction or the existing facilities cannot be abandoned in place for aesthetic or safety reasons. When the utility facilities can be abandoned in place but the utility or highway constructor elects to remove and recover the materials, Federal funds shall not participate in removal costs which exceed the value of the materials recovered.

(4) The actual and direct costs of handling and loading materials and supplies at company stores or material yards, and of unloading and handling recovered materials accepted by the utility at its stores or material yards are reimbursable. In lieu of actual costs, average rates which are representative of actual costs may be used if approved by the SHA and the FHWA. These average rates should be adjusted at least once annually to take into account known anticipated changes and correction for any over or under applied costs for the preceding period. At the option of the utility, 5 percent of the amounts billed for the materials and supplies issued from company stores and material

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yards or the value of recovered materials will be reimbursed in lieu of actual or average costs for handling.

(f) Equipment costs. The average or actual costs of operation, minor maintenance, and depreciation of utility-owned equipment may be reimbursed. Reimbursement for utility-owned vehicles may be made at average or actual costs. When utility-owned equipment is not available, reimbursement will be limited to the amount of rental paid (1) to the lowest qualified bidder, (2) under existing continuing contracts at reasonable costs, or (3) as an exception by negotiation when paragraph (f) (1) and (2) of this section are impractical due to project location or schedule.

(g) Transportation costs. (1) The utility's cost, consistent with its overall policy, of necessary employee transportation and subsistence directly attributable to the project is reimbursable.

(2) Reasonable cost for the movement of materials, supplies, and equipment to the project and necessary return to storage including the associated cost of loading and unloading equipment is reimbursable.

(h) Credits. (1) Credit to the highway project will be required for the cost of any betterments to the facility being replaced or adjusted, and for the salvage value of the materials removed.

(2) Credit to the highway project will be 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. Such accrued depreciation is that amount based on the ratio between the period of actual length of service and total life expectancy applied to the original cost. Credit for accrued depreciation shall not be required for a segment of the utility's service, distribution, or transmission lines.

(3) No betterment credit is required for additions or improvements which are:

(i) Required by the highway project,

(ii) Replacement devices or materials that are of equivalent standards although not identical,

(iii) Replacement of devices or materials no longer regularly manufactured with next highest grade or size,

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(iv) Required by law under governmental and appropriate regulatory commission code, or

(v) Required by current design practices regularly followed by the company in its own work, and there is a direct benefit to the highway project.

(4) When the facilities, including equipment and operating facilities, described in Sec. 645.117(h)(2) are not being replaced, but are being rehabilitated and/or moved, as necessitated by the highway project, no credit for accrued depreciation is needed.

(5) In no event will the total of all credits required under the provisions of this regulation exceed the total costs of adjustment exclusive of the cost of additions or improvements necessitated by the highway construction.

(i) Billings. (1) After the executed HA/utility agreement has been approved by the FHWA, the utility may be reimbursed through the SHA by progress billings for costs incurred. Cost for materials stockpiled at the project site or specifically purchased and delivered to the utility for use on the project may also be reimbursed on progress billings following approval of the executed HA/utility agreement.

(2) The utility shall provide one final and complete billing of all costs incurred, or of the agreed-to lump-sum, at the earliest practicable date. The final billing to the FHWA shall include a certification by the SHA that the work is complete, acceptable, and in accordance with the terms of the agreement.

(3) All utility cost records and accounts relating to the project are subject to audit by representatives of the State and Federal Government for a period of 3 years from the date final payment has been received by the utility.

(4) Reimbursement for a final utility billing shall not be approved until the HA furnishes evidence that it has paid the utility from its own funds.

(The information collection requirements in paragraph (i) of this section have been approved under OMB Control Number 2125-0159.)

Sec. 645.119 Alternate procedure.

(a) This alternate procedure is provided to simplify the processing of utility relocations or adjustments under the provisions of this regulation. Under this procedure, except as

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otherwise provided in paragraph (b) of this section, the SHA is to act in the relative position of the FHWA for reviewing and approving the arrangements, fees, estimates, plans, agreements, and other related matters required by this regulation as prerequisites for authorizing the utility to proceed with and complete the work.

(b) The scope of the SHA's approval authority under the alternate procedure includes all actions necessary to advance and complete all types of utility work under the provisions of this regulation except in the following instances:

(1) Utility relocations and adjustments involving major transfer, production, and storage facilities such as generating plants, power feed stations, pumping stations and reservoirs.

(2) Utility relocations falling within the scope of Sec. 645.113 (h), (i), and (j), and Sec. 645.107(i) of this regulation.

(c) Each SHA is encouraged to adopt the alternate procedure and file a formal application for approval by the FHWA. The application must include the following:

(1) The SHA's written policies and procedures for administering and processing Federal-aid utility adjustments. Those policies and procedures must make adequate provisions with respect to the following:

(i) Compliance with the requirements of this regulation, except as otherwise provided by Sec. 645.119(b), and the provisions of 23 CFR Part 645, Subpart B, Accommodation of Utilities.

(ii) Advance utility liaison, planning, and coordination measures for providing adequate lead time and early scheduling of utility relocation to minimize interference with the planned highway construction.

(iii) Appropriate administrative, legal, and engineering review and coordination procedures as needed to establish the legal basis of the HA's payment; the extent of eligibility of the work under State and Federal laws and regulations; the more restrictive payment standards under Sec. 645.103(d) of this regulation; the necessity of the proposed utility work and its compatibility with proposed highway improvements; and the uniform treatment of all utility matters and actions, consistent with sound management practices.

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(iv) Documentation of actions taken in compliance with SHA policies and the provisions of this regulation, shall be retained by the SHA.

(2) A statement signed by the chief administrative officer of the SHA certifying that:

(i) Federal-aid utility relocations will be processed in accordance with the applicable provisions of this regulation, and the SHA's utility policies and procedures submitted under Sec. 645.119(c)(1).

(ii) Reimbursement will be requested only for those costs properly attributable to the proposed highway construction and eligible for participation under the provisions of this regulation.

(d) The SHA's application and any changes to it will be submitted to the FHWA for review and approval.

(e) After the alternate procedure has been approved, the FHWA may authorize the SHA to proceed with utility relocation on a project in accordance with the certification, subject to the following conditions:

(1) The utility work must be included in an approved program.

(2) The SHA must submit a request in writing for such authorization. The request shall include a list of the utility relocations to be processed under the alternate procedure, along with the best available estimate of the total costs involved.

(f) The FHWA may suspend approval of the alternate procedure when any FHWA review discloses noncompliance with the certification. Federal funds will not participate in relocation costs incurred that do not comply with the requirements under Sec. 645.119(c)(1).

(The information collection requirements in paragraph (c) of this section have been approved under OMB control number 2125-0533)

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FEDERAL-AID POLICY GUIDE
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SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS

PART 645 - UTILITIES

Subpart B - Accommodation of Utilities

Sec.
645.201 Purpose.
645.203 Applicability.
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645.211 State highway agency accommodation policies.
645.213 Use and occupancy agreements (permits).
645.215 Approvals.

Authority: 23 U.S.C. 101, 109, 111, 116, 123, and 315; 23 CFR 1.23 and 1.27; 49 CFR 1.48(b); and E.O. 11990, 42 26961 (May 24, 1977).

Source: 50 FR 20354, May 15, 1985, unless otherwise noted.

Sec. 645.201 Purpose.

To prescribe policies and procedures for accommodating utility facilities and private lines on the right-of-way of Federal-aid or direct Federal highway projects.

Sec. 645.203 Applicability.

This subpart applies to:

(a) New utility installations within the right-of-way of Federal-aid or direct Federal highway projects,

(b) Existing utility facilities which are to be retained, relocated, or adjusted within the right-of-way of active projects under development or construction when Federal-aid or direct Federal highway funds are either being or have been used on the involved highway facility. When existing utility installations are to remain in place without adjustments on such projects the highway agency and utility are to enter into an appropriate agreement as discussed in Sec. 645.213 of this part,

(c) Existing utility facilities which are to be adjusted or relocated under the provisions of Sec. 645.209(k), and

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(d) Private lines which may be permitted to cross the right-of-way of a Federal-aid or direct Federal highway project pursuant to State law and regulations and the provisions of this subpart. Longitudinal use of such right-of-way by private lines is to be handled under the provisions of 23 CFR 1.23(c).

Sec. 645.205 Policy.

(a) Pursuant to the provisions of 23 CFR 1.23, it is in the public interest for utility facilities to be accommodated on the right-of-way of a Federal-aid or direct Federal highway project when such use and occupancy of the highway right-of-way do not adversely affect highway or traffic safety, or otherwise impair the highway or its aesthetic quality, and do not conflict with the provisions of Federal, State or local laws or regulations.

(b) Since by tradition and practice highway and utility facilities frequently coexist within common right-of-way or along the same transportation corridors, it is essential in such situations that these public service facilities be compatibly designed and operated. In the design of new highway facilities consideration should be given to utility service needs of the area traversed if such service is to be provided from utility facilities on or near the highway. Similarly the potential impact on the highway and its users should be considered in the design and location of utility facilities on or along highway right-of-way. Efficient, effective and safe joint highway and utility development of transportation corridors is important along high speed and high volume roads, such as major arterials and freeways, particularly those approaching metropolitan areas where space is increasingly limited. Joint highway and utility planning and development efforts are encouraged on Federal-aid highway projects.

(c) The manner is which utilities cross or otherwise occupy the right-of-way of a direct Federal or Federal-aid highway project can materially affect the highway, its safe operation, aesthetic quality, and maintenance. Therefore, it is necessary that such use and occupancy, where authorized, be regulated by highway agencies in a manner which preserves the operational safety and the functional and aesthetic quality of the highway facility. This subpart shall not be construed to alter the basic legal authority of utilities to install their facilities on public highways pursuant to law or franchise and reasonable regulation by highway agencies with respect to location and manner of installation.

(d) When utilities cross or otherwise occupy the right-of-way of a direct Federal or Federal-aid highway project on Federal

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lands, and when the right-of-way grant is for highway purposes only, the utility must also obtain and comply with the terms of a right-of-way or other occupancy permit for the Federal agency having jurisdiction over the underlying land.

[50 FR 20354, May 15, 1985, as amended at 53 FR 2833, Feb. 2, 1988]

Sec. 645.207 Definitions.

For the purpose of this regulation, the following definitions shall apply:

(a) Aesthetic quality - those desirable characteristics in the appearance of the highway and its environment, such as harmony between or blending of natural and manufactured objects in the environment, continuity of visual form without distracting interruptions, and simplicity of designs which are desirably functional in shape but without clutter.

(b) Clear recovery area - that portion of the roadside, within the highway right-of-way as established by the highway agency, free of nontraversable hazards and fixed objects. The purpose of such areas is to provide drivers of errant vehicles which leave the traveled portion of the roadway a reasonable opportunity to stop safely or otherwise regain control of the vehicle. The clear recovery area may vary with the type of highway, terrain traversed, and road geometric and operating conditions. The American Association of State Highway and Transportation Officials (AASHTO) "Guide for Selecting, Locating, and Designing Traffic Barriers," 1977, should be used as a guide for establishing clear recovery areas for various types of highways and operating conditions. It is available for inspection from the FHWA Washington Headquarters and all FHWA Division and Regional Offices as prescribed in 49 CFR Part 7, Appendix D. Copies of current AASHTO publications are available for purchase from the American Association of State Highway and Transportation Officials, Suite 225, 444 North Capitol Street, NW., Washington, D C 20001.

(c) Clear roadside policy - that policy employed by a highway agency to provide a clear recovery area in order to increase safety, improve traffic operations, and enhance the aesthetic quality of highways by designing, constructing and maintaining highway roadsides as wide, flat, and rounded as practical and as free as practical from natural or manufactured hazards such as trees, drainage structures, nonyielding sign supports, highway lighting supports, and utility poles and other ground-mounted structures. The policy should address the removal of roadside

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obstacles which are likely to be associated with accident or injury to the highway user, or when such obstacles are essential, the policy should provide for appropriate countermeasures to reduce hazards. Countermeasures include placing utility facilities at locations which protect out-of-control vehicles, using breakaway features, using impact attenuation devices, or shielding. In all cases full consideration shall be given to sound engineering principles and economic factors.

(d) Direct Federal highway projects - those active or completed highway projects such as projects under the Federal Lands Highways Program which are under the direct administration of the Federal Highway Administration (FHWA)

(e) Federal-aid highway projects - those active or completed highway projects administered by or through a State highway agency which involve or have involved the use of Federal-aid highway funds for the development, acquisition of right-of-way, construction or improvement of the highway or related facilities, including highway beautification projects under 23 U.S.C. 319, Landscaping and Scenic Enhancement.

(f) Freeway - a divided arterial highway with full control of access.

(g) Highway agency - that department, agency, commission, board, or official of any State or political subdivision thereof, charged by its law with the responsibility for highway administration.

(h) Highway - any public way for vehicular travel, including the entire area within the right-of-way and related facilities constructed or improved in whole or in part with Federal-aid or direct Federal highway funds.

(i) Private lines - privately owned facilities which convey or transmit the commodities outlined in paragraph (m) of this section, but devoted exclusively to private use.

(j) Right-of-way - real property, or interests therein, acquired, dedicated or reserved for the construction, operation, and maintenance of a highway in which Federal-aid or direct Federal highway funds are or have been involved in any stage of development. Lands acquired under 23 U.S.C. 319 shall be considered to be highway right-of-way.

(k) State highway agency - the highway agency of one of the 50 States, the District of Columbia, or Puerto Rico.

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(l) Use and occupancy agreement - the document (written agreement or permit) by which the highway agency approves the use and occupancy of highway right-of-way by utility facilities or private lines.

(m) Utility facility - privately, publicly or cooperatively owned line, facility, or system for producing, transmitting, or distributing communications, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, or any other similar commodity, including any fire or police signal system or street lighting system, which directly or indirectly serves the public. The term utility shall also mean the utility company inclusive of any substantially owned or controlled subsidiary. For the purposes of this part, the term includes those utility-type facilities which are owned or leased by a government agency for its own use, or otherwise dedicated solely to governmental use. The term utility includes those facilities used solely by the utility which are a part of its operating plant.

[50 FR 20345, May 15, 1985, as amended at 51 FR 16834, May 7, 1986; 53 FR 2833, Feb. 2, 1988]

Sec. 645.209 General requirements.

(a) Safety. Highway safety and traffic safety are of paramount, but not of sole, importance when accommodating utility facilities within highway right-of-way. Utilities provide an essential public service to the general public. Traditionally, as a matter of sound economic public policy and law, utilities have used public road right-of-way for transmitting and distributing their services. However, due to the nature and volume of highway traffic, the effect of such joint use on the traveling public must be carefully considered by highway agencies before approval of utility use of the right-of-way of Federal-aid or direct Federal highway projects is given. Adjustments in the operating characteristics of the utility or the highway or other special efforts may be necessary to increase the compatibility of utility-highway joint use. The possibility of this joint use should be a consideration in establishing right-of-way requirements for highway projects. In any event, the design, location, and manner in which utilities use and occupy the right-of-way of Federal-aid or direct Federal highway projects must conform to the clear roadside policies for the highway involved and otherwise provide for a safe traveling environment as required by 23 U.S.C. 109 (l)(1).

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(b) New above ground installations. On Federal-aid or direct Federal highway projects, new above ground utility installations, where permitted, shall be located as far from the traveled way as possible, preferably along the right-of-way line. No new above ground utility installations are to be allowed within the established clear recovery of the highway unless a determination has been made by the highway agency that placement underground is not technically feasible or is unreasonably costly and there are no feasible alternate locations. In exceptional situations when it is essential to locate such above ground utility facilities within the established clear recovery area of the highway, appropriate countermeasures to reduce hazards shall be used. Countermeasures include placing utility facilities at locations which protect or minimize exposure to out-of-control vehicles, using breakaway features, using impact attenuation devices, using delineation, or shielding.

(c) Installations within freeways. (1) Each State highway agency shall submit an accommodation plan in accordance with Secs. 645.211 and 645.215 which addresses how the State highway agency will consider applications for longitudinal utility installations within the access control lines of a freeway. This includes utility installations within interchange areas which must be constructed or serviced by direct access from the main lanes or ramps. If a State highway agency elects to permit such use, the plan must address how the State highway agency will oversee such use consistent with this subpart, Title 23 U.S.C., and the safe and efficient use of the highways.

(2) Any accommodation plan shall assure that installations satisfy the following criteria:

(i) The effects utility installations will have on highway and traffic safety will be ascertained, since in no case shall any use be permitted which would adversely affect safety.

(ii) The direct and indirect environmental and economic effects of any loss of productive agricultural land or any productivity of any agricultural land which would result from the disapproval of the use of such right-of-way for accommodation of such utility facility will be evaluated.

(iii) These environmental and economic effects together with any interference with or impairment of the use of the highway in such right-of-way which would result from the use of such right-of-way for the accommodation of such utility facility will be considered.

(iv) [Reserved]

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(v) A utility strip will be established along the outer edge of the right-of-way by locating a utility access control line between the proposed utility installation and the through roadway and ramps. Existing fences should be retained and, except along sections of freeways having frontage roads, planned fences should be located at the freeway right-of-way line. The State or political subdivision is to retain control of the utility strip right-of-way including its use by utility facilities. Service connections to adjacent properties shall not be permitted from within the utility strip.

(3) Nothing in this part shall be construed as prohibiting a highway agency from adopting a more restrictive policy than that contained herein with regard to longitudinal utility installations along freeway right-of-way and access for constructing and/or for servicing such installations.

(d) Uniform policies and procedures. For a highway agency to fulfill its responsibilities to control utility use of Federal-aid highway right-of-way within the State and its political subdivisions, it must exercise or cause to be exercised, adequate regulation over such use and occupancy through the establishment and enforcement of reasonably uniform policies and procedures for utility accommodation.

(e) Private lines. Because there are circumstances when private lines may be allowed to cross or otherwise occupy the right-of-way of Federal-aid projects, highway agencies shall establish uniform policies for properly controlling such permitted use. When permitted, private lines must conform to the provisions of this part and the provisions of 23 CFR 1.23(c) for longitudinal installations.

(f) Direct Federal highway projects. On direct Federal highway projects, the FHWA will apply, or cause to be applied, utility and private line accommodation policies similar to those required on Federal-aid highway projects. When appropriate, agreements will be entered into between the FHWA and the highway agency or other government agencies to ensure adequate control and regulation of use by utilities and private lines of the right-of-way on direct Federal highway projects.

(g) Projects where State lacks authority. On Federal-aid highway projects where the State highway agency does not have legal authority to regulate highway use by utilities and private lines, the State highway agency must enter into formal agreements with those local officials who have such authority. The agreements must provide for a degree of protection to the highway

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at least equal to the protection provided by the State highway agency's utility accommodation policy approved under the provisions of Sec. 645.215(b) of this part. The project agreement between the State highway agency and the FHWA on all such Federal-aid highway projects shall contain a special provision incorporating the formal agreements with the responsible local officials.

(h) Scenic areas. New utility installations, including those needed for highway purposes, such as for highway lighting or to serve a weigh station, rest area or recreation area, are not permitted on highway right-of-way or other lands which are acquired or improved with Federal-aid or direct Federal highway funds and are located within or adjacent to areas of scenic enhancement and natural beauty. Such areas include public park and recreational lands, wildlife and waterfowl refuges, historic sites as described in 23 U.S.C. 138, scenic strips, overlooks, rest areas and landscaped areas. The State highway agency may permit exceptions provided the following conditions are met:

(1) New underground or aerial installations may be permitted only when they do not require extensive removal or alteration of trees or terrain features visible to the highway user or impair the aesthetic quality of the lands being traversed.

(2) Aerial installations may be permitted only when:

(i) Other locations are not available or are unusually difficult and costly, or are less desirable from the standpoint of aesthetic quality,

(ii) placement underground is not technically feasible or is unreasonably costly, and

(iii) the proposed installation will be made at a location, and will employ suitable designs and materials, which give the greatest weight to the aesthetic qualities of the area being traversed. Suitable designs include, but are not limited to, self-supporting armless, single-pole construction with vertical configuration of conductors and cable.

(3) For new utility installations within freeways, the provisions of paragraph (c) of this section must also be satisfied.

(i) Joint use agreements. When the utility has a compensable interest in the land occupied by its facilities and such land is to be jointly occupied and used for highway and utility purposes, the highway agency and utility shall agree in writing as to the

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obligations and responsibilities of each party. Such joint-use agreements shall incorporate the conditions of occupancy for each party, including the rights vested in the highway agency and the rights and privileges retained by the utility. In any event, the interest to be acquired by or vested in the highway agency in any portion of the right-of-way of a Federal-aid or direct Federal highway project to be vacated, used or occupied by utilities or private lines, shall be adequate for the construction, safe operation, and maintenance of the highway project.

(j) Traffic control plan. Whenever a utility installation, adjustment or maintenance activity will affect the movement of traffic or traffic safety, the utility shall implement a traffic control plan and utilize traffic control devices as necessary to ensure the safe and expeditious movement of traffic around the work site and the safety of the utility work force in accordance with procedures established by the highway agency. The traffic control plan and the application of traffic control devices shall conform to the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD) and 23 CFR Part 630, Subpart J. (This publication is incorporated by reference and is on file at the Office of the Federal Register in Washington, DC. It is available for inspection and copying from the FHWA Washington Headquarters and all FHWA Division and Regional Offices as prescribed in 49 CFR Part 7, Appendix D.)

(k) Corrective measures. When the highway agency determines that existing utility facilities are likely to be associated with injury or accident to the highway user, as indicated by accident history or safety studies, the highway agency shall initiate or cause to be initiated in consultation with the affected utilities, corrective measures to provide for a safer traffic environment. The corrective measures may include changes to utility or highway facilities and should be prioritized to maximum safety benefits in the most cost-effective manner. The scheduling of utility safety improvements should take into consideration planned utility replacement or upgrading schedules, accident potential, and the availability of resources. It is expected that the requirements of this paragraph will result in an orderly and positive process to address the identified utility hazard problems in a timely and reasonable manner with due regard to the effect of the corrective measures on both the utility consumer and the road user. The type of corrective measures are not prescribed. Any requests received involving Federal participation in the cost of adjusting or relocating utility facilities pursuant to this paragraph shall be subject to the provisions of 23 CFR Part 645, Subpart A, Utility Relocations, Adjustments and Reimbursement, and 23 CFR Part 924, Highway Safety Improvement Program.

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(1) Wetlands. The installation of privately owned lines or conduits on the right-of-way of Federal-aid or direct Federal highway projects for the purpose of draining adjacent wetlands onto the highway right-of-way is considered to be inconsistent with Executive Order 11990, Protection of Wetlands, dated May 24, 1977, and shall be prohibited.

[50 FR 20354, May 15, 1985, as amended at 53 FR 2833, Feb. 2, 1988]

Sec. 645.211 State highway agency accommodation policies.

The FHWA shall use the AASHTO publications, "A Guide for Accommodating Utilities Within Highway Right-of-Way," 1981, and "Guide for Selecting, Locating and Designing Traffic Barriers," 1977, to assist in the evaluation of adequacy of State highway agency utility accommodation policies. (These publications are incorporated by reference and are on file at the Office of the Federal Register in Washington, DC. They are available for inspection from the FHWA Washington Headquarters and all FHWA Division and Regional Offices as prescribed in 49 CFR Part 7, Appendix D. Copies of current AASHTO publications are available for purchase from the American Association of State Highway and Transportation Officials, Suite 225, 444 North Capitol Street, NW., Washington, DC 20001). As a minimum, such policies shall make adequate provisions with respect to the following:

(a) Utilities must be accommodated and maintained in a manner which will not impair the highway or adversely affect highway or traffic safety. Uniform procedures controlling the manner, nature and extent of such utility use shall be established.

(b) Consideration shall be given to the effect of utility installations in regard to safety, aesthetic quality, and the costs or difficulty of highway and utility construction and maintenance.

(c) The State highway agency's standards for regulating the use and occupancy of highway right-of-way by utilities must include, but are not limited to, the following:

(1) The horizontal and vertical location requirements and clearances for the various types of utilities must be clearly stated. These must be adequate to ensure compliance with the clear roadside policies for the particular highway involved.

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(2) The applicable provisions of government or industry codes required by law or regulation must be set forth or appropriately referenced, including highway design standards or other measures which the State highway agency deems necessary to provide adequate protection to the highway, its safe operation, aesthetic quality, and maintenance.

(3) Specifications for and methods of installation; requirements for preservation and restoration of highway facilities, appurtenances, and natural features and vegetation on the right-of-way; and limitations on the utility's activities within the right-of-way including installation within areas set forth by Sec. 645.209(h) of this part should be prescribed as necessary to protect highway interests.

(4) Measures necessary to protect traffic and its safe operation during and after installation of facilities, including control-of-access restrictions, provisions for rerouting or detouring traffic, traffic control measures to be employed, procedures for utility traffic control plans, limitations on vehicle parking and materials storage, protection of open excavations, and the like must be provided.

(5) A State highway agency may deny a utility's request to occupy highway right-of-way based on State law, regulation, or ordinances or the State highway agency's policy. However, in any case where the provisions of this part are to be cited as the basis for disapproving a utility's request to use and occupy highway right-of-way, measures must be provided to evaluate the direct and indirect environmental and economic effects of any loss of productive agricultural land or any impairment of the productivity of any agricultural land that would result from the disapproval. The environmental and economic effects on productive agricultural land together with the possible interference with or impairment of the use of the highway and the effect on highway safety must be considered in the decision to disapprove any proposal by a utility to use such highway right-of-way.

(d) Compliance with applicable State laws and approved State highway agency utility accommodation policies must be assured. The responsible State highway agency's file must contain evidence of the written arrangements which set forth the terms under which utility facilities are to cross or otherwise occupy highway right-of-way. All utility installations made on highway right-of-way shall be subject to written approval by the State highway agency. However, such approval will not be required where so provided in the use and occupancy agreement for such matters as utility facility maintenance, installation of service

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connections on highways other than freeways, or emergency operations.

(e) The State highway agency shall set forth in its utility accommodation plan detailed procedures, criteria, and standards it will use to evaluate and approve individual applications of utilities on freeways under the provisions of Sec. 645.209(c) of this part. The State highway agency also may develop such procedures, criteria and standards by class of utility. In defining utility classes, consideration may be given to distinguishing utility services by type, nature or function and their potential impact on the highway and its user.

(f) The means and authority for enforcing the control of access restrictions applicable to utility use of controlled access highway facilities should be clearly set forth in the State highway agency plan.

(The information collection requirements in paragraphs (a), (b) and (c) of this section were approved under control number 2125-0522, and paragraph (d) under control number 2125-0514)

[50 FR 20354, May 15, 1985, as amended at 53 FR 2834, Feb. 2, 1988]

Sec. 645.213 Use and occupancy agreements (permits).

The written arrangements, generally in the form of use and occupancy agreements setting forth the terms under which the utility is to cross or otherwise occupy the highway right-of-way, must include or incorporate by reference:

(a) The highway agency standards for accommodating utilities. Since all of the standards will not be applicable to each individual utility installation, the use and occupancy agreement must, as a minimum, describe the requirements for location, construction, protection of traffic, maintenance, access restriction, and any special conditions applicable to each installation.

(b) A general description of the size, type, nature, and extent of the utility facilities being located within the highway right-of-way.

(c) Adequate drawings or sketches showing the existing and/or proposed location of the utility facilities within the highway right-of-way with respect to the existing and/or planned highway improvements, the traveled way, the right-of-way lines

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and, where applicable, the control of access lines and approved access points.

(d) The extent of liability and responsibilities associated with future adjustment of the utilities to accommodate highway improvements.

(e) The action to be taken in case of noncompliance with the highway agency's requirements.

(f) Other provisions as deemed necessary to comply with laws and regulations.

(The information collection requirements in this section were approved under control number 2125-0522)

Sec. 645.215 Approvals.

(a) Each State highway agency shall submit a statement to the FHWA on the authority of utilities to use and occupy the right-of-way of State highways, the State highway agency's power to regulate such use, and the policies the State highway agency employs or proposes to employ for accommodating utilities within the right-of-way Federal-aid highways under its jurisdiction. Statements previously submitted and approved by the FHWA need not be resubmitted provided the statement adequately addresses the requirements of this part. When revisions are deemed necessary the changes to the previously approved statement may be submitted separately to the FHWA for approval. The State highway agency shall include similar information on the use and occupancy of such highways by private lines where permitted. The State shall identify those areas, if any, of the Federal-aid highway system within its borders where the State highway agency is without legal authority to regulate use by utilities. The statement shall address the nature of the formal agreements with local officials required by Sec. 645.209(g) of this part. It is expected that the statements required by this part or necessary revisions to previously submitted and approved statements will be submitted to FHWA within 1 year of the effective date of this regulation.

(b) Upon determination by the FHWA that a State highway agency's policies satisfy the provisions of 23 U.S.C. 109, 111, and 116, and 23 CFR 1.23 and 1.27, and meet the requirements of this regulation, the FHWA will approve their use on Federal-aid highway projects in that State

(c) Any changes, additions or deletions the State highway agency proposes to the approved policies are subject to FHWA approval.

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(d) When a utility files a notice or makes an individual application or request to a State highway agency to use or occupy the right-of-way of a Federal-aid highway project, the State highway agency is not required to submit the matter to the FHWA for prior concurrence, except under the following circumstances:

(1) The proposed installation is not in accordance with this regulation or the State highway agency's utility accommodation policy approved by the FHWA for use on Federal-aid highway projects.

(2) Longitudinal installations of private lines.

(e) The State highway agency's practices under the policies or agreements approved under Sec. 645.215(b) of this part shall be periodically reviewed by the FHWA.

(The information collection requirements in paragraph (a) of this section were approved under control number 2125-0514)

[50 FR 20354, May 15, 1985, as amended at 53 FR 2834, Feb. 2, 1988]

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Control Zone Guidelines — Utilities *Appendix 5*

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 districts 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 districts 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.

D. It is expected that a utility company that has a franchise(s) expiring prior to January 1, 1993, as indicated in the previous guidelines, would have budgeted resources to accomplish the work necessary to comply with the guidelines. Therefore, those utilities should be able to begin work in accordance with their mitigation plan on the date they were scheduled to start under the franchise renewal trigger method.

Beginning January 1, 1992, the remaining utility companies will begin the mitigation of Location I and II objects in accordance with their plan.

III. **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 industry every two years 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 nontraversable 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.

Annual Mitigation Target

The number of a utility's existing Control Zone objects to be relocated or mitigated in a given year, to be established by WSDOT and the utility based on the following formula:

$$\frac{[(M \times 5.280 \text{ feet})/N\text{feet}] \times (Z\%)}{Y}$$

Where:

M	=	The number of miles of utility owned above-ground facilities located within highway right of way.
N	=	The utility's average line span length.
Z	=	Percent of the object's owned by utility that are estimated to be in Location I or II.
Y	=	Number of years, 50 maximum, for compliance with the guidelines.

A utility shall make every effort to achieve its Annual Mitigation Target (AMT). If a utility does not achieve its AMT in a particular year, the number of objects that are to be relocated or mitigated in the following year shall be increased so that the average number of objects that are relocated or mitigated over time equals its AMT.

If a utility exceeds its AMT in a particular year, the utility may reduce the number of objects that are to be relocated or mitigated in the following year so that the average number of objects that are relocated or mitigated over time equals its AMT.

The utility will report the number of objects that are relocated or mitigated to WSDOT for the purpose of tracking the utility's progress in meeting its AMT.

The AMT may be recalculated if the utility can demonstrate that there are fewer objects to be moved or mitigated because of Location II objects being reclassified and/or conditions change.

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 1989 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 50 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 Con-

trol Zone. Each utility will be required to relocate or mitigate a certain number of existing objects each year equal to its AMT.

A utility can meet its AMT 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.

   The number of objects counted toward the AMT will be determined by counting the number of Location I and II Objects that are relocated or mitigated to qualify as Location III Objects.

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, and the utility is currently meeting its AMT, the utility has the option to either adjust the utility object before or during the project or in accordance with its systematic studies.

      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.

   The number of adjusted utility objects counted toward the AMT will be determined by counting the number of Location I and II Objects that are relocated or mitigated.

3. Systematic Studies

   To meet that portion of the Annual Mitigation Target that will not be addressed through highway improvements or utility reconstruction, each utility will establish a program for systematically studying its Control Zone objects. Under this program, the utility will estabish a yearly plan for achieving the balance of the Annual Mitigation Target. In addition to trying to schedule object mitigation or relocation to coincide with regular utility system improvements and highway improvements, the utility shall give special consideration to one or more of the following factors to accomplish a systematic approach in the overall best public interest:

   a. ADT

      WSDOT will furnish data to the utility regarding ADT on the roads in its service area. Starting with the roads with highest ADT, the utility will organize its Location I and II Objects along those roads into groups that can be addressed as part of the utility's program to meet its Annual Mitigation Target.

   b. Accident Data

      WSDOT will provide the utility with all of its data about accidents involving the utility's objects. The utility will include those objects in its yearly schedules for achieving the AMT.

      By giving this information to the utility, WSDOT will not be advising the utility of a hazardous condition, nor will it be requiring action on the part of the utility. The information will be provided to assist the utility in its study of Control Zone objects.

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.

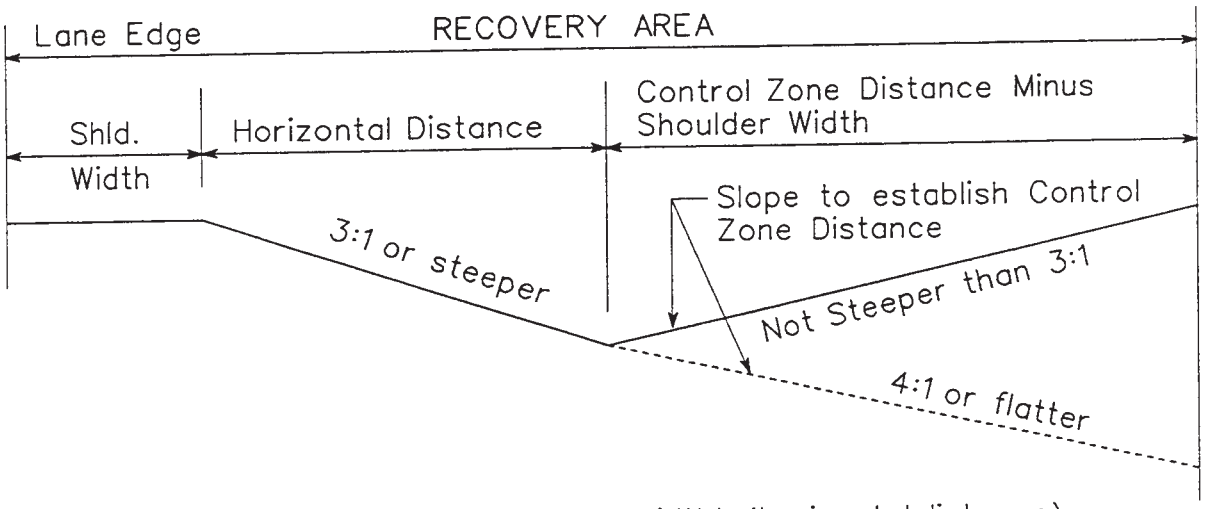
   The Control Zone is either the distance from the traveled way obtained from the table based on posted speed, ADT, and slope, or ten feet from the edge of the auxiliary lane, whichever is furthest. Where curb exists, the Control Zone is two feet beyond the face of curb for speed zones of 35 mph or less.

5:M:UM3

Control Zone Distance Table

Posted Speed MPH	Average Daily Traffic	Cut Section (+Slope) 3:1	4:1	5:1	6:1	8:1	10:1	Fill Section (- Slope) 3:1	4:1	5:1	6:1	8:1	10:1
35 or Less	The Control Zone distance is established at 10 feet or 2 feet beyond face of curb in urban areas.												
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
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 3:1 or steeper, the Control Zone distance is called a recovery area and is calculated using the Recovery Area formula. The basic philosophy behind the Recovery Area formula is that a vehicle can transverse a 3:1 slope but cannot recover (control steering) and therefore, the formula does not allow a credit toward the recovery area for the horizontal distance. The following diagram is intended to clarify the use of the Recovery Area formula.



RECOVERY AREA = (shoulder width)+(horizontal distance)
+(control zone distance - shoulder width)

EXAMPLES

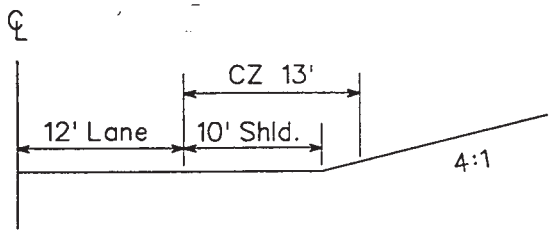
USE OF CONTROL ZONE TABLE AND CRITERIA

1. CUT SECTION - NO DITCH

Conditions: Speed 45 MPH
Traffic 1900 ADT
Slope 4:1

Criteria: Item 1, Read directly from Table

Control zone: 13 feet

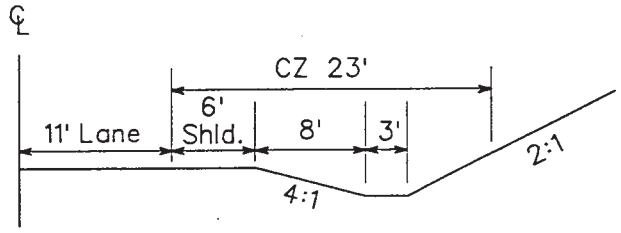


2. CUT SECTION WITH DITCH (fore slope 4:1 or flatter)

Conditions: Speed 55 MPH
Traffic 4200 ADT
Fore Slope 4:1

Criteria: Item 2, Greater of
(1) CZ 10:1 Cut Section, 23 feet
(2) 5' Horz. beyond begin. of back slope, 22 feet

Control Zone: 23 feet

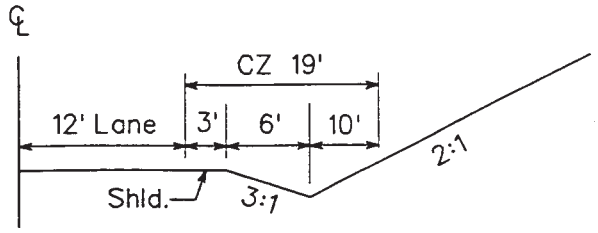


3. CUT SECTION WITH DITCH (fore slope 3:1 or steeper and back slope steeper than 3:1)

Conditions: N/A

Criteria: Item 3, CZ 10' beyond begin. of back slope

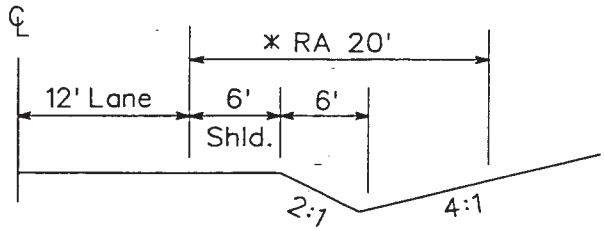
Control Zone: 19 feet



4. CUT SECTION WITH DITCH (fore slope 3:1 or steeper, and back slope not steeper than 3:1)

Conditions: Speed 40 MPH
Traffic 3000 ADT
Fore Slope 2:1
Back Slope 4:1

Criteria: Item 4, Use Recovery Area Formula



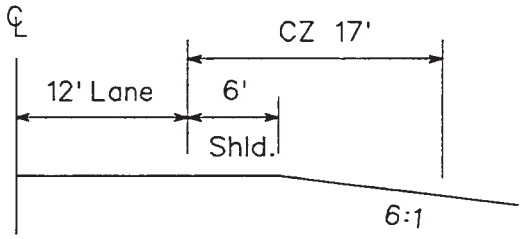
* Recovery Area: (Shld. width)+(2:1 slope distance)+(Control Zone distance - Shld. width) = (6)+(6)+(14-6)= 20 feet

5. FILL SECTION

Conditions: Speed 50 MPH
Traffic 320 ADT
Slope 6:1

Criteria: Item 1, Read directly from Table

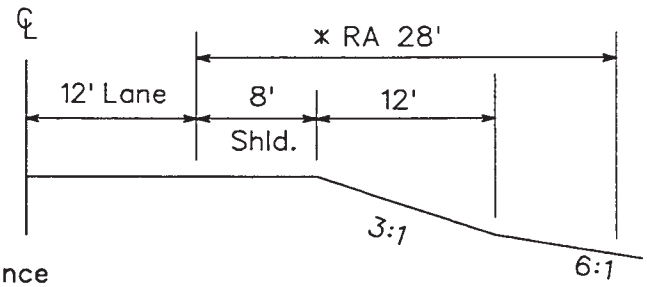
Control Zone: 17 feet



6. FILL SECTION (slope 3:1 or steeper)

Conditions: Speed 40 MPH
Traffic 3000 ADT
Slope 3:1

Criteria: Item 1, Slope 3:1 - use Recovery Area Formula



* Recovery Area: (Shld. width)+(3:1 slope distance)+(Control Zone distance - Shld. width) = (8)+(12)+(16-8)= 28 feet

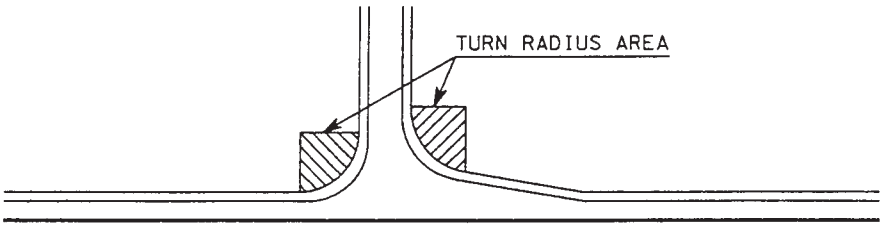
SUPPLEMENTAL INFORMATION

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.

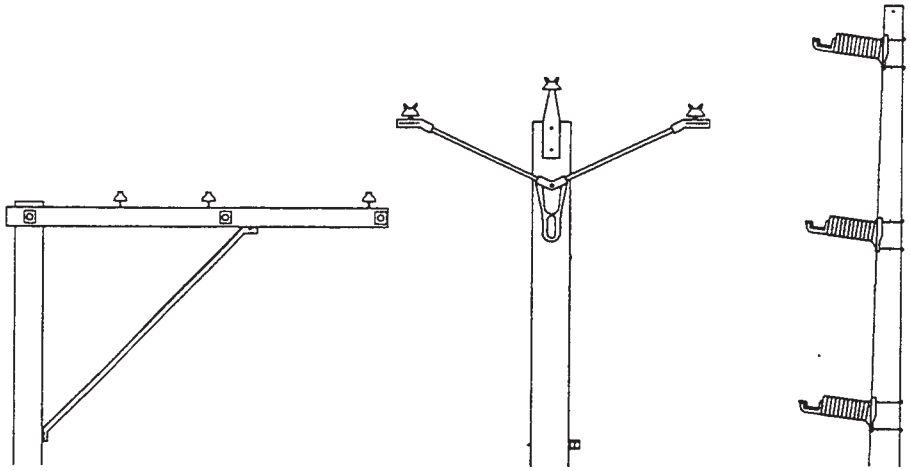
2. Public Grade Intersections. If possible, design the facility to place utility objects outside the turn radius area of Public Grade Intersections, if this is not possible the facility should be placed outside of the control zone.



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.



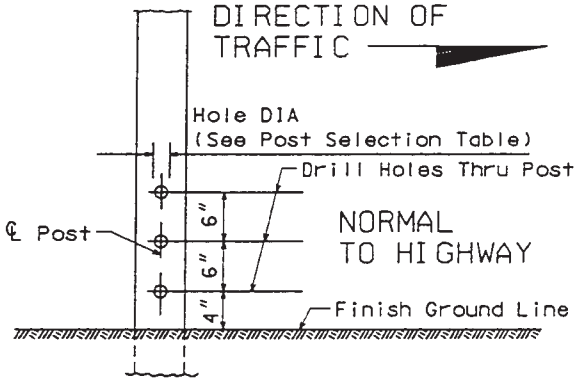
SUPPLEMENTAL INFORMATION

UTILITY DESIGN CONSIDERATIONS

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 zone.

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.

POST SIZE	NO. OF POSTS	HOLE DIA
	4 x 4	—
	4 x 6	1 3/4"
	6 x 6	1 3/4"
	6 x 8	2 1/2"



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.

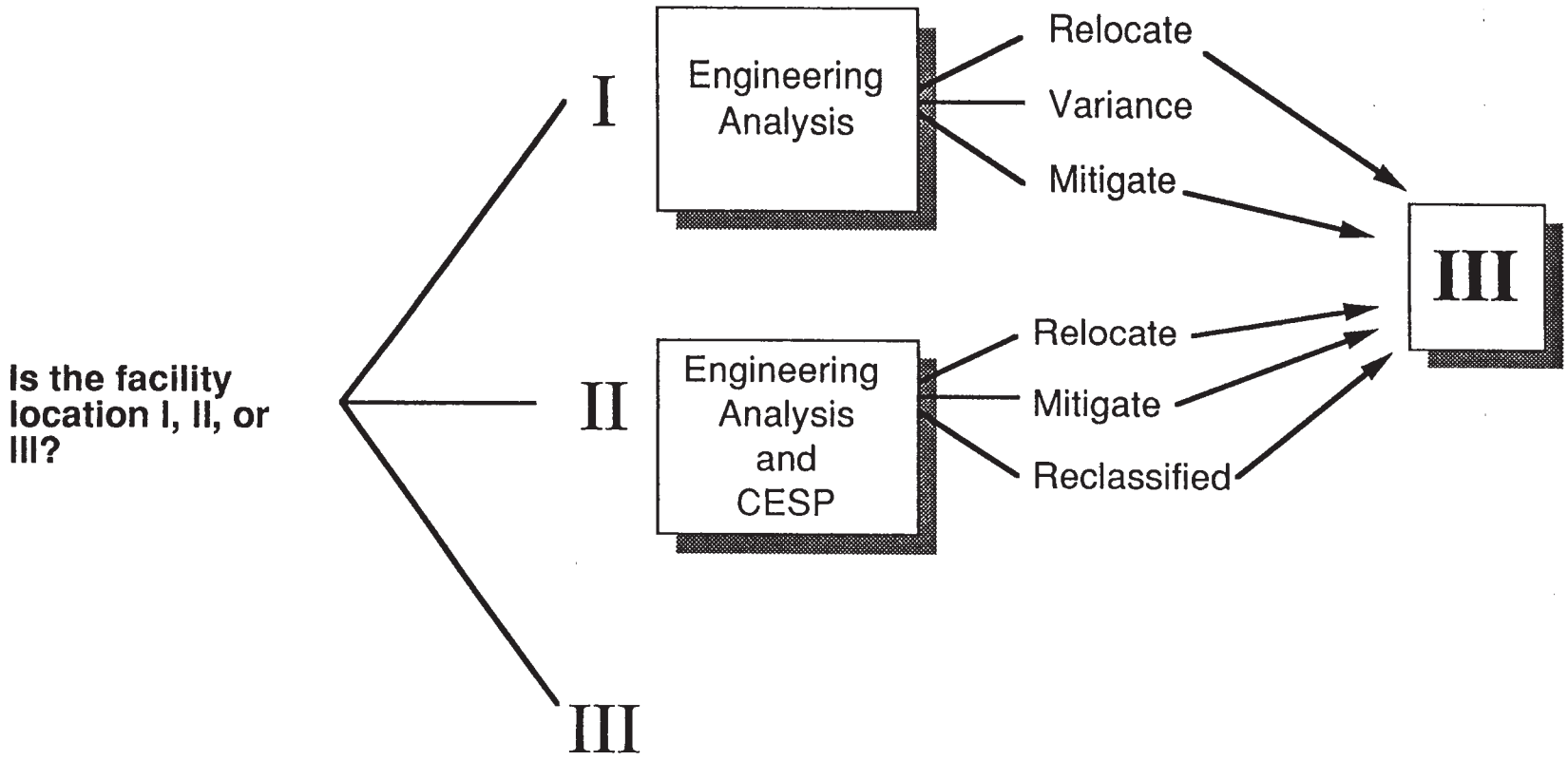
b. Provides better access to the utility for construction and maintenance of their facility.

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.

U:cozosupp

Control Zone Decision Paths



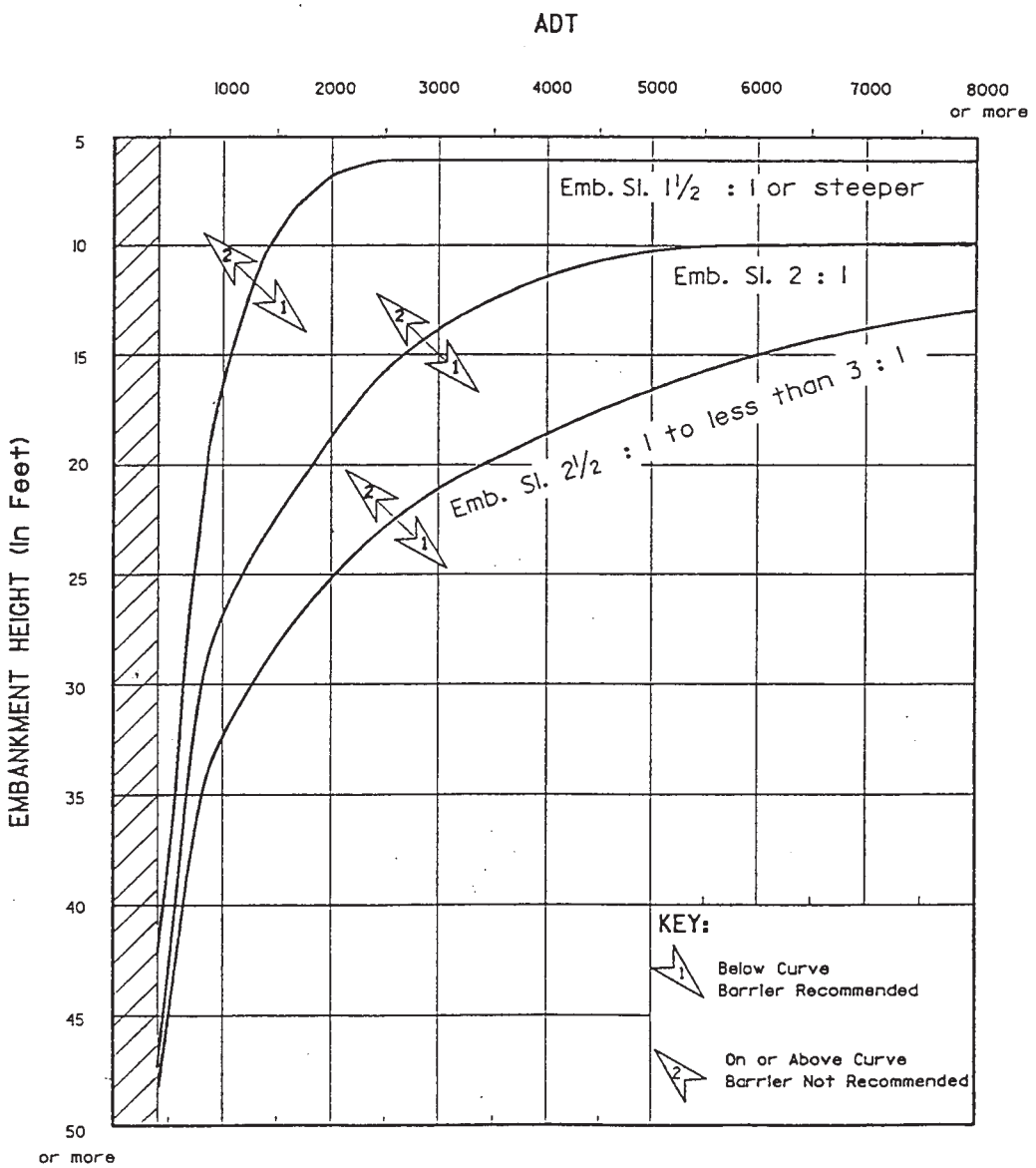
CESP means Cost Effective Selection Procedure.

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

ATTACHMENT A

2. Complete the Cost-Effective Selection Procedure for objects not in an area recommended for guardrail using the AASHTO formula. The lateral placement from 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	$500,000
2. Severe injury cost	110,000
3. Moderate injury cost	10,000
4. Slight injury cost	3,000
5. PDO level 2 cost	2,500
6. PDO level 1 cost	500

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.

ATTACHMENT A

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 frequencies should be as follows:

Highway Type	Initial Encroachment Frequency (encroachments/mile/year)
Rural Interstate	0.0009 ADT
Rural Multilane Divided Highway	0.00059 ADT
Wide Rural Two-lane Highway (Roadbed ≥ 36ft.)	0.000742 ADT
Narrow Rural Two-lane Highway (Roadbed < 36ft.)	0.00121 ADT
Urban Interstate	0.0009 ADT
Urban Multilane Divided Highway	0.0009 ADT
Urban Street	0.00133 ADT

cesp2

A Plan for Implementation of the Control Zone Guidelines

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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.”

Annual Mitigation Target

The number of existing utility owned Location I and Location II objects which a utility will adjust (relocate or mitigate), on an annual basis to comply with objectives 1 or 2 of this plan.

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.

Systematic Studies

See "Systematic Studies" on page 7 of the Control Zone Guidelines.

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."

Utility Annual Mitigation Target (AMT) Plan

A. The Utility and WSDOT will develop an AMT based on the following:

$$AMT = \frac{[(M \times 5{,}280 \text{ feet})/N] \times Z}{Y}$$

Where:
- M = The number of miles of utility owned above-ground facilities located within highway right of way.
- N = The utility's average span length in feet.
- Z = The percent of utility owned objects estimated to be Location I and II.
- Y = The number of years required for total compliance (50 maximum).

B. The Utility will submit to WSDOT an annual plan for AMT compliance.

1. The plan will include utility object adjustment anticipated in CASE 2 and CASE 3 construction.

2. The Utility and WSDOT will select sections of highway on which to adjust the remainder of the AMT objects (CASE 4) based on systematic studies, which include ADT and/or accident data.

C. Credit toward the AMT will be allowed for utility objects adjusted in CASE 2, CASE 3, and CASE 4 provided the application submittal includes a copy of the completed Utility Object Relocation Record and in compliance with the following:

1. Full one-for-one credit will be given for Utility funded adjustment of Utility owned Location I and II objects in CASE 2, CASE 3, and CASE 4.
2. Credit based on percent of ownership for joint owned objects will be given for Utility funded adjustments of Location I and II objects in CASE 2, CASE 3, and CASE 4.
3. No credit will be given for WSDOT funded adjustment of Location I and II objects in CASE 3.
4. No credit will be given for Utility funded adjustment of facilities located on leased poles being adjusted by the pole owner in CASE 2, CASE 3, or CASE 4.

D. Credit toward the Utility's AMT will not be given until WSDOT receives notice from the Utility that utility object adjustment is completed.

E. Utility object adjustment in CASE 3 and CASE 4 completed for the sole purpose of Control Zone Compliance may be considered system maintenance provided that:

1. There is no system upgrade or modification which changes the intent of the existing franchise or permit.
2. The Utility submits to WSDOT a relocation plan, a proposed construction schedule, a copy of the Utility Object Relocation Record and the following data if applicable:
   - Mitigation requests including plans.
   - Variance requests with engineering analysis.
   - Requests for reclassifications together with "Cost-Effective Selection procedure" data and engineering analysis.

Project Application

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.

E. New utility object installation will not apply toward the Annual Mitigation Target.

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.

E. Utility objects adjusted to comply with Objectives 1 and 2 will apply toward the Annual Mitigation Target.

Case 3 — Utility Relocation Required by WSDOT Improvement Projects

A. Resurfacing (1R) Projects

Conditions: WSDOT does not address safety items or WSDOT may address individual safety items.

1. If the Utility is currently meeting its AMT, it has the option to adjust all Location I and II objects in conjunction with the project or add them to its AMT Systematic Studies; or if the Utility is not meeting its AMT, it will adjust all Location I and II objects to comply with Objectives 1 or 2 in conjunction with the project.
2. Any individual Location I 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.
6. Utility objects adjusted to comply with Objectives 1 and 2 will apply toward the Annual Mitigation Target.

B. Resurfacing/Restoration (2R) Projects

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 Report 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.
6. Utility objects adjusted to comply with Objectives 1 and 2 will apply toward the Annual Mitigation Target.

C. Resurfacing/Restoration/Rehabilitation (3R) Projects or Construction Projects to Design Standards

Conditions: WSDOT addresses safety items.

1. The Utility will adjust Location I and II objects to comply with Objectives 1 or 2.

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 prepared, WSDOT will notify the Utility of the project scope and the Location I and II Object responsibilities. (See pages 13 and 14.)
4. When the project Design Report is completed, WSDOT will request the Utility to adjust all Location I and 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.
6. Utility objects adjusted to comply with Objectives 1 and 2 will apply toward the Annual Mitigation Target.

Case 4 — Utility Annual Mitigation Target (AMT) Construction

A. The Utility adjusts Location I and Location II objects on sections of highway identified in the Annual Mitigation Target (AMT) Plan.

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.

E. Utility objects adjusted to comply with Objectives 1 and 2 will apply toward the Annual Mitigation Target.

Responsibilities

AMT	—	Utility and WSDOT (District)
AMT Plan	—	Utility
Location I Variance/Mitigation Documentation	—	Utility and WSDOT (District)

Location I Variance/Mitigation Approval	—	WSDOT (HQ)
Location II Reclass./Mitigation Documentation	—	Utility and WSDOT (District)
Location II Reclass./Mitigation Approval	—	WSDOT (HQ)
Location II Reclass./Approval — The 5-15 Rule	—	WSDOT (District)
Engineering Studies	—	Utility and WSDOT (District)
Cost Effectiveness Selection Procedure	—	Utility and WSDOT (District)
WSDOT Project Notification	—	WSDOT (District)
WSDOT Project Control Zone Compliance Letters	—	WSDOT (District)

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 (ft)							CONT. ZONE CALCS.			PLANNED OBJECT CORRECTION				
Location MP	Object Number	Lt. Rt.	Type	Owned Leased	Speed	ADT	R/W Width	Cut Slopes Fore	Back	Fill Slopes Side	Ground	Distance from lane edge Shldr.	Rdsd.	Object	Cond. No.	CZ Dist.	LOC I or II	Reloc. Dist.	Alt. Meas.	AMT	LOC I Variance	LOC II Reclass

Total Objects Applying Toward AMT ______

* Must be relocated prior to DOT project construction

Adjustment of Objects Applying Toward AMT Completed ______
Date

Example Letter 1R

January 7, 1991

Public Utilities
U90 Permit Place SW
Power Pole, WA 98333

SR 101 XL-0384
Timber Co. Rd. to N. River Rd.
Resurfacing

Dear Public Utility:

The Department of Transportation has a resurfacing project scheduled for SR 101 between MP 70.09 and MP 74.15. Our records indicate that your utility may have Location I and Location II utility objects within our project limits.

Please indicate your course of action for adjusting these objects by checking the following applicable item, signing in the space provided and returning this letter.

- ❒ No Location I/Location II objects on this project.
- ❒ Will adjust Location I/Location II objects in conjunction with the DOT project.
- ❒ Will add the Location I/Location II objects to the utility Annual Mitigation Target Systematic Studies.

Individual Location I objects within the project limits should be reviewed to determine if any demonstrate a need for adjustment. Please check the following applicable item.

- ❒ No Location I objects need adjustment.
- ❒ Location I objects will be adjusted at the following locations:

MP _____

MP _____

Please contact _____ at 357-2657 for any questions.

Sincerely,

R.L. ANDERSON

_____
Public Utility Engineer

_____
Date

Example Letter 2R

January 7, 1991

Public Utilities
U90 Permit Place SW
Power Pole, WA 98333

SR 101 XL-0393
Elwha R. Br. to SR 112
Utility Locations

Dear Public Utility:

The Department of Transportation has a Resurfacing/Restoration (2R) project scheduled on SR 101 between Elwha River and SR 112.

Our records indicate that you have facilities within the limits of this project. To enable us to accommodate your facilities within our project please mark the location of your facilities on the attached prints as follows.

1. Existing facilities located on state and/or public right of way in red.
2. Existing facilities located on utility and/or private easement or right of way in orange.
3. Show and label all appurtenances. Label the type and size of facility. Give depths and heights of buried and aerial facilities.

A complete and prompt return of the marked project prints would be appreciated.

Compliance with the Department Control Zone Policy is required on this (2R) project. Therefore, all Location I above-ground utility objects and selected Location II objects must be identified and adjusted in conjunction with the construction of our project. During our project design, the objects requiring adjustment will be identified on the Utility Object Relocation Record. A copy will be sent to you with the request for relocation.

Existing buried facilities which will be under the existing or new roadway/structures may remain in place provided they meet the following criteria:

1. The facility is of sufficient strength to support all loads imposed.
2. Improvements such as side taps are constructed to preclude any future need to excavate the roadway to reach the facility
3. You agree in the event of failure that the line will be shutdown and a bypass constructed around the affected area.

Example Letter 2R

Public Utility
January 7, 1991
Page 2

4. All future new construction will be outside of roadway section.
5. Facilities that are in a state of disrepair or past their service life expectancy shall be replaced outside the roadway section.

If you agree to these five (5) conditions for leaving your facility in place, please so advise by your return letter.

Please call _____ at (206) 357-2657 for any questions.

Sincerely,

R.L. ANDERSON

Example Letter 3R

January 7, 1991

Public Utilities
U90 Permit Place SW
Power Pole, WA 98333

SR 7 XL-0374
SR 702 to 296th ST. E.
Utility Locations

Dear Public Utility:

The Department of Transportation has a Resurfacing/Restoration/ Rehabilitation (3R) project scheduled on SR 7 between SR 702 and 296th Street East

Our records indicate that you have facilities within the limits of this project. To enable us to accommodate your facilities within our project please mark the location of your facilities on the attached prints as follows.

1. Existing facilities located on state and/or public right of way in red.
2. Existing facilities located on utility and/or private easement or right of way in orange.
3. Show and label all appurtenances. Label the type and size of facility. Give depths and heights of buried and aerial facilities.

A complete and prompt return of the marked prints would be appreciated.

Compliance with the Department Control Zone Policy is required on this (3R) project. Therefore, all Location I and Location II above-ground utility objects must be identified and adjusted in conjunction with our project. During our project design, Location I and Location II objects requiring adjustment will be identified on the Utility Object Relocation Record. A copy will be sent to you with the request for relocation.

Existing buried facilities which will be under the existing or new roadway/structures may remain in place provided they meet the following criteria:

1. The facility is of sufficient strength to support all loads imposed.
2. Improvements such as side taps are constructed to preclude any future need to excavate the roadway to reach the facility
3. You agree in the event of failure that the line will be shutdown and a bypass constructed around the affected area.

Example Letter 3R

Public Utility
January 7, 1991
Page 2

4. All future new construction will be outside of roadway section.
5. Facilities that are in a state of disrepair or past their service life expectancy shall be replaced outside the roadway section.

If you agree to these five (5) conditions for leaving your facility in place, please so advise by your return letter.

Please call_____ at (206) 357-2657 for any questions.

Sincerely,

R.L. ANDERSON

January 7, 1991

Public Utilities
U90 Permit Place SW
Power Pole, WA 98333

SR 101 XL-0393
Elwha R. Br. to SR 112 (2R)
or
SR 702 to 296th St. E. (3R)
Utility Relocation

Dear Public Utility:

The Design of the above referenced project has been completed. Relocation and/or adjustment of some of your facilities will be required to accommodate the construction of our project.

The attached plan sheet shows the existing locations of your facilities which must be relocated in green and the proposed location in red.

(delete if no construction relocation is required)

Compliance with the Department Control Zone Policy is required on this project. Attached is the Utility Object Relocation Record which lists the Location I and Location II utility objects which must be adjusted in conjunction with the construction of our project.

(delete if no location I or II object adjustment is required)

Please complete your relocation prior to (estimated Bid Opening)

Attached is an application for (Franchise Amendment/Permit) to be completed for the above work. A prompt return of the application, and if applicable the Utility Object Relocation Record and other supporting data, would be appreciated.

Please coordinate your construction work with our Project Engineer _____ at telephone _____. Our Project Engineer will provide you with specific project construction information related to your work, such as roadway geometrics, survey data and project schedule.

If you have any questions regarding the above information please call_____ at (206) 357-2657.

Sincerely,

R.L. ANDERSON

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.

- The column headed AMT will be used by the District Utilities office to track the number of corrected utility objects which will apply toward the utility's Annual Mitigation Target.
- 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.

Reducing the number of utility objects through joint use, increased 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 onthe top of cut slopes.
- Installing protective devices, such as berms, guardrails, traffic barriers or impact attenuators.
- Using a breakaway design.

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.
4. 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 (see attached example).
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.

6:P3:UM7

LOCATION II OBJECT
RECLASSIFICATION REQUEST

District 3

Utility Name:	PUGET POWER
Date:	4-4-91
SR 12	Mile Post 32.00
County	GRAYS HARBOR
Franchise/Permit No.	

Reclass to Location III
☑ Approved
☐ Disapproved
WSDOT – HQ

Data for Cost Effective Selection Procedure				
		Utility Provided		
DOT Provided	Data	Existing Object	Increased lateral offset distance within R/W	Object relocated outside Control Zone
6,400 VPD	Traffic Volume			
2.0 %	Traffic Growth Rate			
Undiv.	Roadway Type			
1	Number of Lanes			
12 Ft.	Width of Lanes			
0 Deg.	Roadway Curve Adjustment			
1.0 %	Roadway Grade Adjustment			
1.0	User Adjustment Factor			
	Design Speed	60 MPH	MPH	60 MPH
	Hazard Offset	24 Ft.	Ft.	29 Ft.
	Hazard length	1 Ft.	Ft.	1 Ft.
	Hazard Width	1 Ft.	Ft.	1 Ft.
5.60 Table	Severity Index			
	Object Life	40 Yrs.	Yrs.	40 Yrs.
	Discount Rate	11 %	%	11 %
	Cost of Installation	$ 0	$	$ 3,500.
	Cost of Repair	$ 2,000	$	$ 2,000.
	Cost of Routine Maint.	$ 50.	$	$ 50.
	Salvage Value	$ 0	$	$ 0

Prepared By: _____

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ROADSIDE - Version 4.1      04-04-1991    12:45:02      PAGE NUMBER

      GLOBAL PARAMETERS

 1. FATALITY COST            = $   500,000
 2. SEVERE INJURY COST       = $   110,000
 3. MODERATE INJURY COST     = $    10,000
 4. SLIGHT INJURY COST       = $     3,000
 5. PDO LEVEL 2 COST         = $     2,500
 6. PDO LEVEL 1 COST         = $       500
 7. ENCROACHMENT RATE MODEL = 0.001210 * (ADTeff ^ 1.000000 )
                              ENCROACHMENTS PER MILE PER YEAR
 8. ENCROACHMENT ANGLE AT 40 MPH =   17.2 DEGREES
 9. ENCROACHMENT ANGLE AT 50 MPH =   15.2 DEGREES
10. ENCROACHMENT ANGLE AT 60 MPH =   13.0 DEGREES
11. ENCROACHMENT ANGLE AT 70 MPH =   11.6 DEGREES
12. LIMTING TRAFFIC VOLUME PER LANE =   10,000 VEHICLES PER DAY
13. SWATH WIDTH =       12 FT.

     SEVERITY INDEX     COST
            0.0    $      0
            0.5    $    500
            1.0    $  1,375
            2.0    $  3,135
            3.0    $ 10,295
            4.0    $ 25,350
            5.0    $ 56,535
            6.0    $116,555
            7.0    $186,150
            8.0    $281,720
            9.0    $395,500
           10.0    $500,000
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ROADSIDE - Version 4.1        04-04-1991    12:50:12       PAGE NUMBER   3

 1. TITLE:    SR 12  MP 32.00 Existing Pole

 2. INITIAL TRAFFIC VOLUME =   6,400 VEHICLES PER DAY
    TRAFFIC GROWTH RATE =  2.0 % PER YEAR    DESIGN YEAR ADT =    14,131
    LIMITING TRAFFIC VOLUME PER LANE  =   10,000

 3. UNDIVIDED HIGHWAY  LANE(S) OF ADJACENT TRAFFIC =  1.  LANE WIDTH = 12.0 FT.

 4. CURVATURE =  0.0 DEGREES          GRADE (PERCENTAGE) =  1.0

 5. INITIAL ENCROACHMENT FREQUENCY = 0.0012100 * (TVeff ^ 1.000000)
              TRAFFIC   BASELINE   CURVATURE   GRADE    USER     TOTAL
              VOLUME     ENC.       FACTOR    FACTOR   FACTOR    ENC.
    ADJACENT   3,200     3.8720     1.00      1.00      1.0      3.8720
    OPPOSING   3,200     3.8720     1.00      1.00      1.0      3.8720

 6. DESIGN SPEED = 60 MPH   ENCROACHMENT ANGLE =  13.0  SWATH WIDTH =  12.0

 7. LATERAL PLACEMENT (A)     =      24. FT.
    LONGITUDINAL LENGTH (L)   =       1. FT.
    WIDTH OF OBSTACLE         =       1. FT.
                      ZONE1        ZONE2        ZONE3
    ADJACENT         0.0032       0.0391       0.0007   ENCROACHMENTS/YEAR
    OPPOSING         0.0032       0.0391       0.0007   ENCROACHMENTS/YEAR

 8. INITIAL COLLISION FREQUENCY =      0.010 IMPACTS PER YEAR
    EXPECTED IMPACTS OVER PROJECT LIFE =     0.585
    ADJACENT    CFT=  0.0065  CF1 =  0.0003  CF2 =  0.0060  CF3 =  0.0002
    OPPOSING    CFT=  0.0031  CF4 =  0.0001  CF5 =  0.0029  CF6 =  0.0001

 9. SEVERITY INDEX =  5.60        5.60        5.60        5.60        5.60
                     SIDEUP      SIDEDOWN    UP CORNER   DOWN CORNER   FACE
    ACCIDENT COST = $   92,547  $   92,547  $   92,547  $   92,547  $   92,547
    INITIAL COST/YEAR IMPACTS WITH  UPSTREAM SIDE      OF HAZARD = $      30
    INITIAL COST/YEAR IMPACTS WITH  DOWNSTREAM SIDE    OF HAZARD = $      14
    INITIAL COST/YEAR IMPACTS WITH  UPSTREAM CORNER    OF HAZARD = $     556
    INITIAL COST/YEAR IMPACTS WITH  DOWNSTREAM CORNER  OF HAZARD = $     266
    INITIAL COST/YEAR IMPACTS WITH  FACE               OF HAZARD = $      21
                                     TOTAL INITIAL ACCIDENT COST = $     887.

10. PROJECT LIFE =  40 YEARS        DISCOUNT RATE = 11.0 %
    KT =    8.951    KJ =    0.015    CRF =   0.112    KC  =  10.840

11. COST OF INSTALLATION            = $      0.
12. COST OF REPAIR  $ SU=   2000  SD=  2000  CU=  2000  CD=  2000  F=  2000

13. MAINTENANCE COST PER YEAR       = $     50.
14. SALVAGE VALUE                   = $      0.

15. TOTAL PRESENT WORTH             = $  10,271.    ANNUALIZED $    1,147.
    HIGHWAY DEPARTMENT COST         = $     655.    ANNUALIZED $       73.

    INSTALLATION COST =               $       0.    ANNUALIZED $        0.
    REPAIR COST       =               $     208.    ANNUALIZED $       23.
    MAINTENANCE COST  =               $     448.    ANNUALIZED $       50.
    SALVAGE VALUE     =               $       0.    ANNUALIZED $        0.
    ACCIDENT COST     =               $   9,615.    ANNUALIZED $    1,074.
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ROADSIDE - Version 4.1      04-04-1991    12:54:11      PAGE NUMBER   4

 1. TITLE:    SR 12  MP 32.00 Relocated Pole

 2. INITIAL TRAFFIC VOLUME =   6,400 VEHICLES PER DAY
    TRAFFIC GROWTH RATE =  2.0 % PER YEAR    DESIGN YEAR ADT =   14,131
    LIMITING TRAFFIC VOLUME PER LANE  =   10,000

 3. UNDIVIDED HIGHWAY  LANE(S) OF ADJACENT TRAFFIC =   1.  LANE WIDTH = 12.0 FT.

 4. CURVATURE =   0.0 DEGREES          GRADE (PERCENTAGE) =   1.0

 5. INITIAL ENCROACHMENT FREQUENCY = 0.0012100 * (TVeff ^ 1.000000)
              TRAFFIC   BASELINE  CURVATURE   GRADE    USER    TOTAL
              VOLUME     ENC.      FACTOR    FACTOR   FACTOR   ENC.
    ADJACENT   3,200     3.8720    1.00      1.00     1.0     3.8720
    OPPOSING   3,200     3.8720    1.00      1.00     1.0     3.8720

 6. DESIGN SPEED = 60 MPH   ENCROACHMENT ANGLE =  13.0  SWATH WIDTH =  12.0

 7. LATERAL PLACEMENT (A)    =       29. FT.
    LONGITUDINAL LENGTH (L) =         1. FT.
    WIDTH OF OBSTACLE       =         1. FT.
                      ZONE1        ZONE2        ZONE3
    ADJACENT         0.0032       0.0391       0.0007   ENCROACHMENTS/YEAR
    OPPOSING         0.0032       0.0391       0.0007   ENCROACHMENTS/YEAR

 8. INITIAL COLLISION FREQUENCY =      0.007 IMPACTS PER YEAR
    EXPECTED IMPACTS OVER PROJECT LIFE =     0.429
    ADJACENT    CFT=  0.0048  CF1 =  0.0002  CF2 =  0.0045  CF3 =  0.0001
    OPPOSING    CFT=  0.0022  CF4 =  0.0001  CF5 =  0.0021  CF6 =  0.0001

 9. SEVERITY INDEX =   5.60         5.60        5.60        5.60        5.60
                     SIDEUP      SIDEDOWN   UP CORNER  DOWN CORNER     FACE
    ACCIDENT COST = $   92,547  $   92,547  $   92,547  $   92,547   $   92,547
    INITIAL COST/YEAR IMPACTS WITH  UPSTREAM SIDE      OF HAZARD = $       22
    INITIAL COST/YEAR IMPACTS WITH  DOWNSTREAM SIDE    OF HAZARD = $       10
    INITIAL COST/YEAR IMPACTS WITH  UPSTREAM CORNER    OF HAZARD = $      412
    INITIAL COST/YEAR IMPACTS WITH  DOWNSTREAM CORNER  OF HAZARD = $      191
    INITIAL COST/YEAR IMPACTS WITH  FACE               OF HAZARD = $       15
                                     TOTAL INITIAL ACCIDENT COST = $      651.

10. PROJECT LIFE =  40 YEARS       DISCOUNT RATE = 11.0 %
    KT =    8.951    KJ =    0.015    CRF =   0.112    KC  =  10.840

11. COST OF INSTALLATION           = $   3,500.
12. COST OF REPAIR  $ SU=    2000  SD=   2000  CU=   2000  CD=   2000  F=   2000

13. MAINTENANCE COST PER YEAR      = $       50.
14. SALVAGE VALUE                  = $        0.

15. TOTAL PRESENT WORTH            = $   11,154.    ANNUALIZED $    1,246.
    HIGHWAY DEPARTMENT COST        = $    4,100.    ANNUALIZED $      458.

    INSTALLATION COST =              $    3,500.    ANNUALIZED $      391.
    REPAIR COST       =              $      152.    ANNUALIZED $       17.
    MAINTENANCE COST  =              $      448.    ANNUALIZED $       50.
    SALVAGE VALUE     =              $        0.    ANNUALIZED $        0.
    ACCIDENT COST     =              $    7,054.    ANNUALIZED $      788.
```

TYPICAL SITUATIONS WHEN A RECLASSIFICATION REQUEST MIGHT BE SUBMITTED

Existing Object Relocated Object

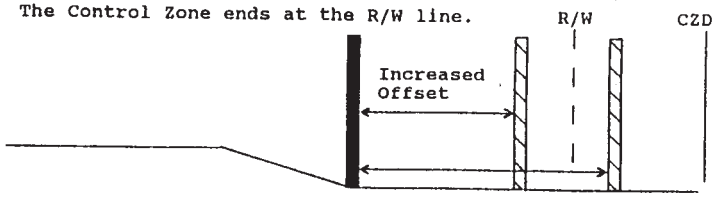
I. Situations in which the Control Zone Distance is located within the R/W. A small shift in the utility object location is required for CZ compliance.

II. Situations in which the Control Zone Distance extends beyond the R/W. Relocating the utility object outside the R/W is required for CZ compliance. The existing utility object is located at the R/W line.

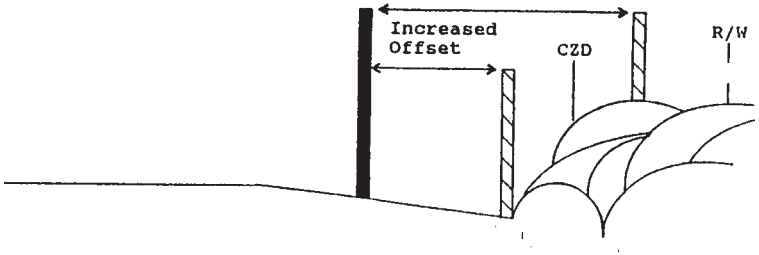
The Control Zone ends at the R/W line.

III. Situations in which the Control Zone Distance extends beyond the R/W. Relocating the utility object outside the R/W is required for CZ compliance. The utility object can be relocated to the R/W line

The Control Zone ends at the R/W line.



IV. Situations in which the Control Zone Distance is located within the R/W. The terrain or other physical features prevent relocation outside the Control Zone.



THE ANNUAL MITIGATION TARGET (AMT) PLAN

Creating the Annual Mitigation Target (AMT) Plan, tracking AMT compliance and crediting AMT accomplishment require the combined effort of the Utility and DOT. The 199__ Annual Mitigation Target Plan will be used to plan, track and credit the AMT Compliance process.

199_ Annual Mitigation Target Plan

Utility Name:	*AMT Reclass Adjustment*			
Date Prepared:	*Total Objects Previous Year*		Adjusted AMT	
Prepared By:	*Objects Reclassed Previous Year*	(–)	Credit carried over	(–)
	Current Year Object Total		Bal. carried over	(+)
	Total Compliance Years	(÷)	199_ Required	
	199_ Adjusted AMT		Object Correction	

AMT PLAN PROJECTS	*Anticipated*		*Utility Object*			*Construc.*	*Complete*	*Objects Reclassed in place*
	Corrected	*Constr.*	*Relocation Record*			*Corrected*	*Compl.*	
Case 2 – Existing Utility Reconstruction	*Objects*	*Date*	*Sent.*	*Obj.*	*Rec.*	*Objects **	*Date*	
Case 3 – DOT Project Utility Relocation								
Case 4 – Annual Mitigation Target Construction								
ANNUAL TOTALS						***		***
COMPLIANCE TOTALS								

* *Total Objects Applying toward AMT*
** *Credited Toward AMT*
*** *Used to adjust next year's AMT*

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Each Utility with above ground utility objects within DOT right of way is required to submit to DOT an Annual Mitigation Target (AMT) Plan. The method for developing the AMT Plan consist of the three following phases:

PHASE I

The DOT will review the Utility's previous year accomplishments on projects for which construction was completed prior to September of that year. Corrected objects and objects reclassified in place will be tallied. The Adjusted AMT will be calculated. The previous year's credits or balances will be subtracted or added, resulting in the new Required Object correction number.

199_ Annual Mitigation Target Plan

Utility Name:	*AMT Reclass Adjustment*			
Date Prepared:	*Total Objects Previous Year*		Adjusted AMT	
Prepared By:	*Objects Reclassed Previous Year*	*(–)*	Credit carried over	*(–)*
	Current Year Object Total		Bal. carried over	*(+)*
	Total Compliance Years	*(÷)*	199__ Required	
	199__ Adjusted AMT		Object Correction	

The top section of the 199__ AMT Plan will be completed by the District Utilities Office in the fall of each year. A notice will be sent to each Utility to prepare the following year's Annual Mitigation Target Plan. This notice will include a copy of the AMT Plan with the updated AMT information.

PHASE II

The Utility will identify the CASE 2, CASE 3 and CASE 4 construction projects which are expected to be completed during the following year. The number of corrected objects and construction dates should be estimated. The Utility will complete the shaded AMT PLAN PROJECTS section of the AMT Plan, listing projects, objects and dates. The total Anticipated Corrected Objects must equal or exceed the 199__ Required Object Correction.

AMT PLAN PROJECTS	Anticipated	
	Corrected Objects	Constr. Date
Case 2 – Existing Utility Reconstruction		
Case 3 – DOT Project Utility Relocation		
Case 4 – Annual Mitigation Target Construction		
ANNUAL TOTALS		
COMPLIANCE TOTALS		

* Total Objects Applying toward AMT
** Credited Toward AMT
*** Used to adjust next year's AMT

The Utility will return the AMT Plan with the project information to the District Utilities Office prior to December 31st of the current year.

PHASE III

The third phase consists of tracking object correction and AMT compliance throughout the Plan year. The Utility Object Relocation Record will identify the number of objects and the planned object correction on each project. A completed copy of the Utility Object Relocation Record must be submitted for each project before AMT credit will be allowed. No credit towards the AMT will be given until notice is received from the Utility that Corrected object construction is completed. Objects reclassed in place will be recorded and used to adjust the following year AMT.

Utility Object Relocation Record			Construc. Complete		Objects Reclassed in place
			Corrected	Compl.	
Sent.	Obj.	Rec.	Objects *	Date	

A copy of the previous year AMT Plan, showing corrected object construction completed through August of the previous year, will be sent to the Utility with the notice to prepare the following year's AMT Plan.

This process will occur on an annual basis.

The following is an example of what an AMT Plan may resemble:

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1992 Annual Mitigation Target Plan

Utility Name:	Puget Co PUD
Date Prepared:	10/10/91
Prepared By:	PUD Engineer

AMT Reclass Adjustment		
Total Objects Previous Year		2534
Objects Reclassed Previous Year	(-)	0
Current Year Object Total		2534
Total Compliance Years	(÷)	40
1992 Adjusted AMT		64

Adjusted AMT		64
Credit carried over	(-)	0
Bal. carried over	(+)	0
199_ Required Object Correction		64

AMT PLAN PROJECTS	Anticipated Corrected Objects	Anticipated Constr. Date	Utility Object Relocation Record Sent.	Obj.	Rec.	Construc. Corrected Objects *	Complete Compl. Date	Objects Reclassed in place
Case 2 – Existing Utility Reconstruction								
SR 24, MP 11.70 to 12.80 - F 6532 AM 2	9	4/92		10	4/92	10	5/12/92	
Case 3 – DOT Project Utility Relocation								
SR 13, Clearview to Sutter (3R) 27.50 to 35.70	32	6/92	1/92	27	3/92	22	4/6/92	5
SR 116, Hamilton to Jefferson (2R) 17.20 to 25.50	10	7/92	2/92	9	6/92	7	8/7/92	2
SR 24, Gold Cr. to Sampson (3R) 19.50 to 27.70	24	7/92	2/92	~~30~~		(Project delayed until 1993)		
Case 4 – Annual Mitigation Target Construction								
ANNUAL TOTALS	75			~~78~~ 46		** 39		*** 7
COMPLIANCE TOTALS						39		7

* Total Objects Applying toward AMT

** Credited Toward AMT

*** Used to adjust next year's AMT

1993 Annual Mitigation Target Plan

Utility Name:	Puget Co. PUD
Date Prepared:	10/16/92
Prepared By:	PUD Engineer

AMT Reclass Adjustment				
Total Objects Previous Year		2534	Adjusted AMT	64
Objects Reclassed Previous Year	(-)	7	Credit carried over	(-) 0
Current Year Object Total		2527	Bal. carried over	(+) 25
Total Compliance Years	(÷)	40	1993 Required Object Correction	89
1993 Adjusted AMT		64		

AMT PLAN PROJECTS	Anticipated Corrected Objects	Anticipated Constr. Date	Utility Object Relocation Record Sent.	Utility Object Relocation Record Obj.	Utility Object Relocation Record Rec.	Construc. Complete Corrected Objects *	Construc. Complete Compl. Date	Objects Reclassed in place
Case 2 – Existing Utility Reconstruction								
SR 35, MP 52.20 to 54.30 – Fr. 6218 Am 4	13	8/93		15	5/83	11	7/18/93	4
Case 3 – DOT Project Utility Relocation								
SR 24, Gold Cr. to Sampson (3R) MP 18.50 to 25.70	32	4/93	2/93	32	6/93	30	8/15/93	2
SR 17, Jim Rd to Hawk Cr (2R) MP 27.50 to 36.40	28	5/93	1/93	35	3/93	32	4/25/93	3
Case 4 – Annual Mitigation Target Construction								
SR 72, MP 22.70 to 27.40 – Fr. 6124	18	2/93		21	2/93	17	3/6/93	4
ANNUAL TOTALS	91			103		** 90		*** 13
COMPLIANCE TOTALS						129		20

* Total Objects Applying toward AMT

** Credited Toward AMT

*** Used to adjust next year's AMT

Example

199~~4~~ Annual Mitigation Target Plan

Utility Name:	Puget Co PUD
Date Prepared:	
Prepared By:	

AMT Reclass Adjustment				
Total Objects Previous Year		2527	Adjusted AMT	63
Objects Reclassed Previous Year	(-)	13	Credit carried over	(-) 1
Current Year Object Total		2514	Bal. carried over	(+) 0
Total Compliance Years	(÷)	40	199_ Required Object Correction	62
199~~4~~ Adjusted AMT		63		

AMT PLAN PROJECTS	Anticipated Corrected Objects	Anticipated Constr. Date	Utility Object Relocation Record Sent.	Utility Object Relocation Record Obj.	Utility Object Relocation Record Rec.	Construc. Corrected Objects *	Complete Compl. Date	Objects Reclassed In place
Case 2 – Existing Utility Reconstruction								
Case 3 – DOT Project Utility Relocation								
Case 4 – Annual Mitigation Target Construction								
ANNUAL TOTALS						**		***
COMPLIANCE TOTALS								

* Total Objects Applying toward AMT

** Credited Toward AMT

*** Used to adjust next year's AMT

Example

199_ Annual Mitigation Target Plan

Utility Name:	
Date Prepared:	
Prepared By:	

AMT Reclass Adjustment			
Total Objects Previous Year		Adjusted AMT	
Objects Reclassed Previous Year	(-)	Credit carried over	(-)
Current Year Object Total		Bal. carried over	(+)
Total Compliance Years	(-)	199_ Required	
199_ Adjusted AMT		Object Correction	

AMT PLAN PROJECTS	Anticipated		Utility Object Relocation Record			Construc. Complete		Objects Reclassed in place
	Corrected Objects	Constr. Date	Sent.	Obj.	Rec.	Corrected Objects *	Compl. Date	
Case 2 – Existing Utility Reconstruction								
Case 3 – DOT Project Utility Relocation								
Case 4 – Annual Mitigation Target Construction								
ANNUAL TOTALS						**		***
COMPLIANCE TOTALS								

* Total Objects Applying toward AMT

** Credited Toward AMT

*** Used to adjust next year's AMT

Contents

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Control Zone Distance Calculation 2

Cut Section Conditions 1 Through 4

Condition 1 3

No Ditch
Backslopes of 3:1 or Flatter

Condition 2 4

Ditch Foreslopes of 4:1 or Flatter
* (For all ditch backslopes use 10:1 in calculations) *

Condition 3 5

Ditch Foreslope is 3:1 or Steeper
Ditch Backslope is Steeper Than 3:1

Condition 4 6

Ditch Foreslope is 3:1 or Steeper
Ditch Backslope is 3:1 or Flatter

Fill Sections Conditions 5 and 6

Condition 5 7

The Sideslope is 4:1 or Flatter

Condition 6 8

Sideslope is 3:1 or Steeper

Control Zone Distance Table 9

Recovery Area Formula 10

Utility Object Relocation Record 11

Guidelines for Embankment Barrier 12

Control Zone Distance Calculation

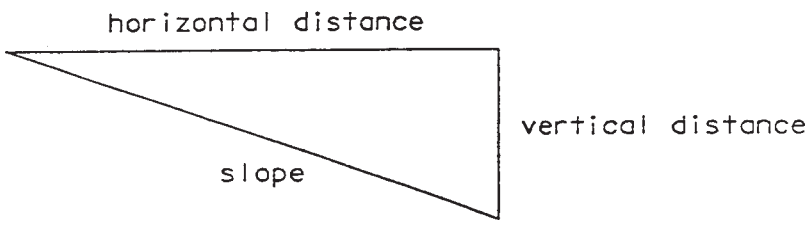
The control zone (CZ) distance varies according to the posted speed, traffic volumes, and side slope of the highway. This control zone distance is measured in feet normal to the highway, beginning at the edge of the traveled way and extending outward perpendicular to the traveled way.

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 backslopc.

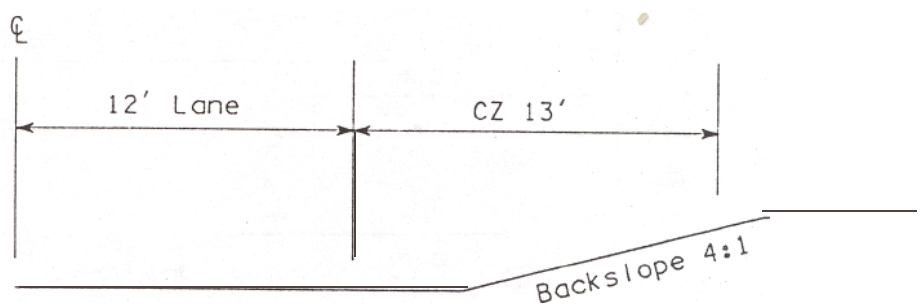
STEP 1: Locate posted speed.

STEP 2: Locate ADT.

STEP 3: Locate backslope.

STEP 4: Read CZ directly from table.

Example:



Steps:
1. Speed ***45*** mph.
2. Traffic 1900 ADT.
3. Backslope 4: 1.
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 tablebased 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 backslopc of 10: 1.

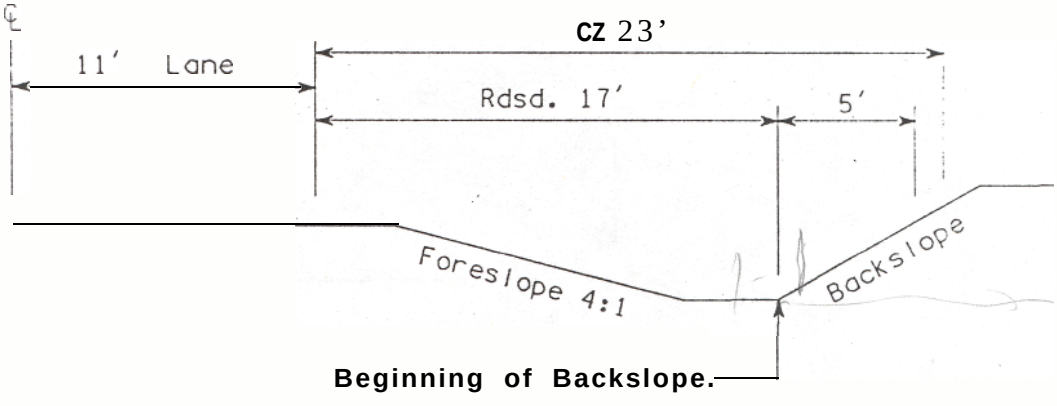
STEP 4: Read directly from table.

B.. Five feet beyond the roadside width.

STEP 1: Locate roadside width.

STEP 2: Add 5 feet to the roadside width.

Example:



A) Steps:
1. Speed 55 mph.
2. Traffic 4200 ADT.
3. Forcslope 4:1 or flatter, use a backslope of 10:1 (from table
4. Read 23 feet directly from table.

B) Steps:
1. Roadside width is 17 feet
2. 17 feet plus 5 feet = 22 feet.

Solution: Grcatcr of: A) 23 feet B) 22 feet

Control Zone 23 feet

Condition 3

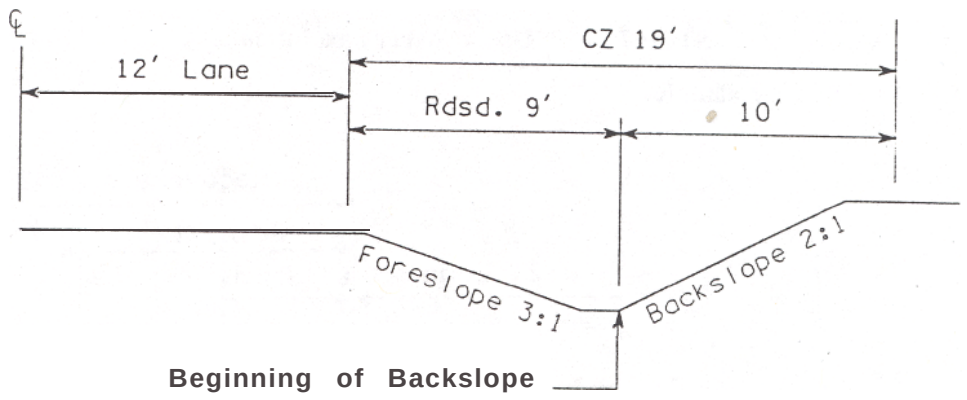
Ditch Foreslope is 3:1 or Steeper
Ditch Backslope is Steeper Than 3:1

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:



Steps:
1. The roadside width is 9 feet.
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.

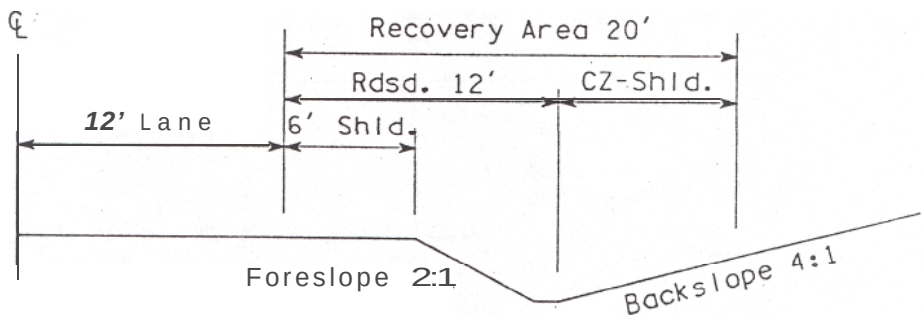
STEP 4: Read CZ distance from table.

STEP 5: Locate roadside width.

STEP 6: Locate shoulder width.

STEP 7: Use recovery area formula.

Example:



Steps:
1. Speed 40 mph.
2. Traffic 3000 ADT.
3. Backslope 4: 1.
4. Read from table CZ is 14 feet.
5. Roadside width, 12 feet.
6. Shoulder width, 6 feet.
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.

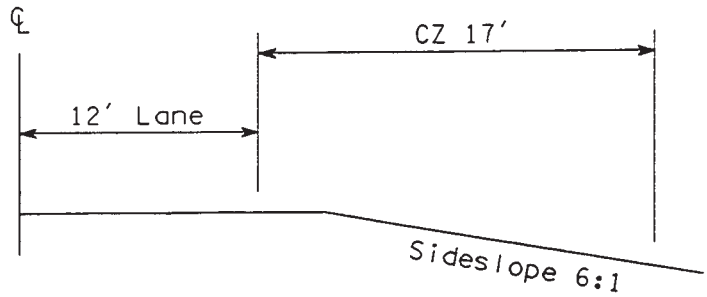
STEP 1: Locate posted speed.

STEP 2: Locate ADT.

STEP 3: Locate sideslope.

STEP 4: Read CZ directly from table.

Example:



Steps:
1. Speed 50 mph.
2. Traffic 320 ADT.
3. Sideslope 6:1
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.

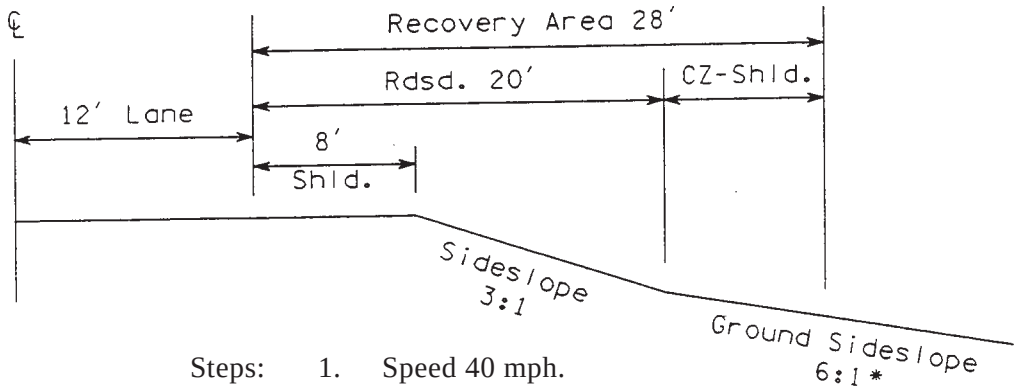
STEP 4: Read CZ distance from table.

STEP 5: Locate roadside width.

STEP 6: Locate shoulder width.

STEP 7: Use recovery area formula.

Example:



Steps:
1. Speed 40 mph.
2. Traffic 3000 ADT.
3. Existing ground sideslope, 6:1.
4. Read from table, CZ is 16 feet.
5. Roadside width, 20 feet.
6. Shoulder width, 8 feet.
7. (20 feet) + (16 feet - 8 feet) = 28 feet.

Control Zone: 28 feet.

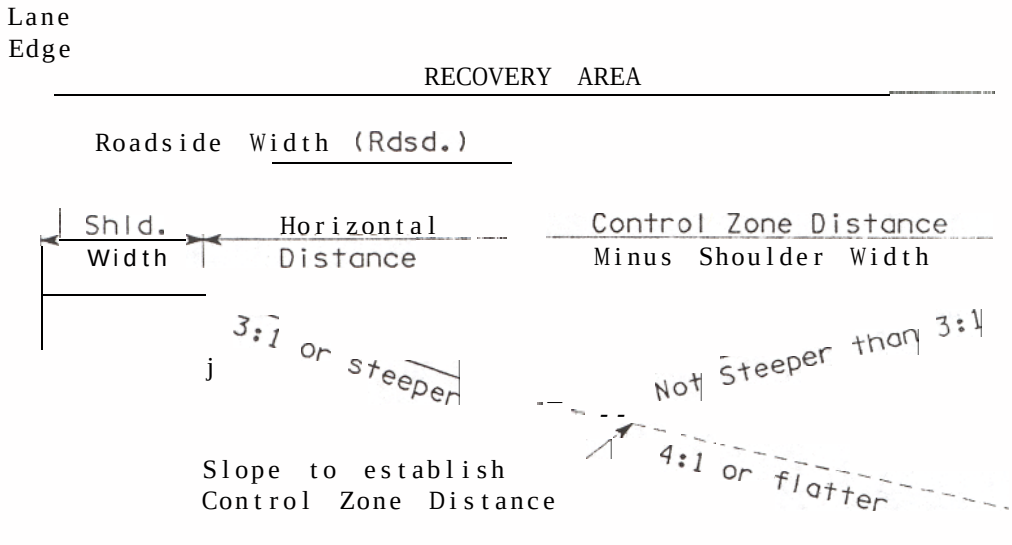
- For positive(+) ground side slopes use Condition 3 or 4.

7:P:UM7

CONTROL ZONE DISTANCE TABLE:

Posted Speed MPH	Average Daily Traffic	Cut Section Back Slope 3:1	4:1	5:1	6:1	8:1	10:1	Fill Section Side Slope 3:1	4:1	5:1	6:1	8:1	10:1
35 or Less	The Control Zone distance is established at IO feet or 2 feet beyond face of curb in urban areas.												
40	Under 250	10	10	10	10	10	10	•	13	12	11	11	10
	251-800	11	11	11	II	11	II	*	14	14	13	12	11
	801-2000	12	12	12	12	12	12	•	16	15	14	13	12
	200 I-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
	Under 250	11	11	11	II	11	11	•	16	14	13	12	II
	251-800	12	12	13	13	13	13	•	18	16	14	14	13
	80 l-2300	13	13	14	14	14	14	•	20	17	16	15	14
	200 l-6000	15	15	16	16	16	16	*	22	19	17	17	16
	Over 6300	16	16	17	17	17	17	*	24	21	19	IS	17
	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
	200 l-6000	16	17	17	18	18	18	*	27	22	20	18	18
	Over 60C0	17	18	19	20	20	20	•	29	24	22	20	20
	Under 250	12	14	15	16	16	17	•	25	21	19	17	17
	25 I-800	14	16	17	18	18	19	•	28	23	21	23	19
	801-2000	15	17	19	20	20	21	*	31	26	23	22	21
	200 l-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
	200 l-6000	18	22	24	25	26	27	•	41	34	31	29	23
	Over 6000	20	24	26	27	25	29	*	45	37	3k	31	30
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	2s	27
	801-2000	20	24	26	27	28	29	•	45	37	34	31	30
	200 L-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 3:1 or steeper, the Control Zone distance is called a recovery area and is calculated using the Recovery Area formula. The basic philosophy behind the Recovery Area formula is that a vehicle can transverse a 3:1 slope but cannot recover (control steering) and therefore, the formula does not allow a credit toward the recovery area for the horizontal distance. The **following** diagram **is** intended to clarify the use of the Recovery **Area** formula.



RECOVERY AREA FORMULA

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

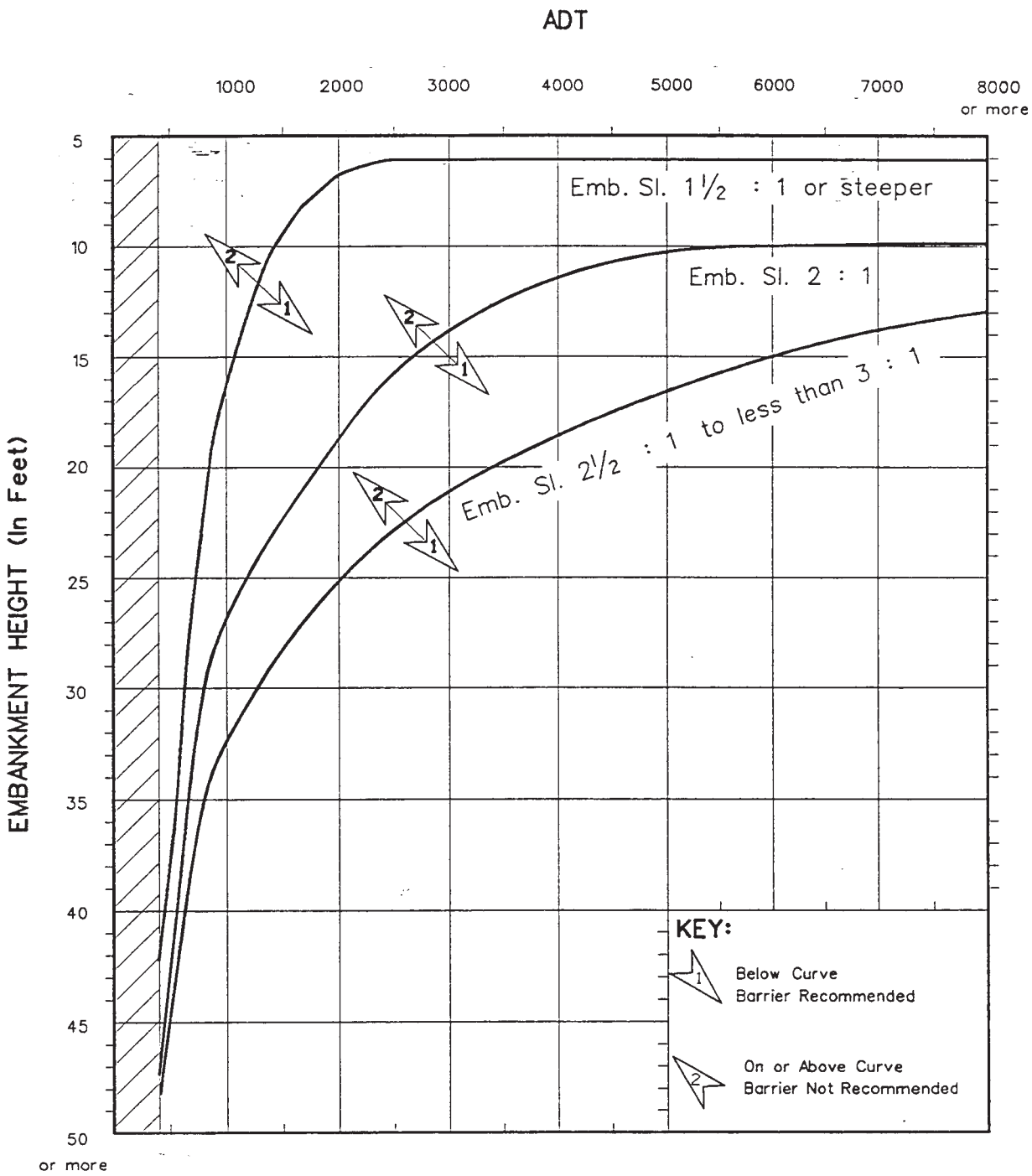
Case 2 MP to MP Existing Utility Reconstruction
Case 3 Title DOT Project Utility Relocation
Case 4 MP to MP Utility AMT Construction

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								

Total Objects Applying Toward AMT	

* Must be relocated prior to DOT project construction

Adjustment of Objects Applying Toward AMT Completed ______________
Date



NOTE: Routes with ADTs under 400 may be evaluated on a case by case basis.