



**Applicable provisions are denoted by (✓)**

- No Work provided for herein shall be performed until the Utility is authorized by the following Washington State Department of Transportation (WSDOT) Representative(s):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email/Fax: \_\_\_\_\_

Email/Fax: \_\_\_\_\_

The Utility shall notify in writing the identified WSDOT representative(s) at least \_\_\_\_\_ (\_\_\_\_\_) working days (Monday through Friday excluding any holidays), in advance of commencing Work on state-owned highway right of way.

- Prior to beginning the Work, a pre-construction conference shall be held at which WSDOT, Utility's engineer, contractor, and inspector (as applicable) shall be present. The Utility shall give a minimum 5 working days (Monday through Friday excluding any holidays) notice to WSDOT's representative(s) (prior to the pre-construction conference)
- Work within the state-owned highway right of way shall be restricted to \_\_\_\_\_. No Work shall be allowed on Saturday, Sunday, or holidays, without prior approval by WSDOT. In addition, the Utility shall be off the highway by noon the day prior to a holiday unless authorized by WSDOT. If a holiday falls on a Saturday, the preceding Friday is counted as the holiday, and the Utility shall be off the highway by noon Thursday. When the Holiday falls on a Monday the Utility shall be off the right of way at noon on the preceding Friday. Nothing in this section shall limit the authority of WSDOT to further restrict work within state-owned highway right of way at WSDOT's discretion. The hours of closure are subject to change if required by WSDOT.
- During non-working hours equipment and materials shall not be located or stored within the work zone clear zone (WZCZ) area. Minimum WZCZ distances will be measured from the edge of the traveled way (the portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning) and will be determined as follows:

**Minimum Work Zone Clear Zone Distance**

Posted Speed	Distance From Traveled Way (ft)
35 mph or less	10
40 mph	15
45 to 55 mph	20
60 mph or greater	30

5. In the event that during the course of this project an inadvertent discovery of historical/archeological objects, human remains, or a bone/bones of uncertain origin is made, the Utility shall immediately cease operations and contact WSDOT Representative in section 1 and WSDOT Archaeologist:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Determination of necessary follow-up actions or the ability to continue work shall be at the sole discretion of the WSDOT.

6. The Utility agrees that, in the event any construction and/or maintenance of the highway facility becomes necessary within the proximity of the utility installation, it is expressly understood that, upon request from WSDOT's representative, the Utility will promptly identify and locate by suitable field markings any and all of its underground facilities so that WSDOT or its contractor can be fully apprised at all times of their precise locations.
7. Construction of this facility will not be permitted from the shoulders or through the traffic lanes and/or ramps of SR \_\_\_\_\_. All construction access will be from \_\_\_\_\_.

### **BOND AND INSURANCE COVERAGE**

8. The Utility has provided bond coverage for the Work under this Permit or Franchise by furnishing a blanket surety bond held by WSDOT at the WSDOT Headquarters Utilities in Olympia, WA.
9. The Utility or its contractor shall provide a surety bond to WSDOT in the amount of \$ \_\_\_\_\_, written by a surety company authorized to do business in the State of Washington, or shall set up a WSDOT approved escrow account prior to the start of construction to cover the Work under this Permit or Franchise. The surety bond or escrow account shall remain in force for a period of one (1) year after the written notice of completion of the Work (as provided in general provision 11), except that when the Work impacts the paved highway (open cuts, bores or damage to the highway surface), the Utility shall be required to maintain the surety bond or escrow account for a period of two (2) years after the notice of completion.
10. When the Utility chooses to perform the Work with other than its own forces and requires its contractor to provide a surety bond to WSDOT before performing any Work to ensure compliance with all of the terms and conditions of this Permit or Franchise, the bond shall be in the amount of \$ \_\_\_\_\_, written by a surety company authorized to do business in the State of Washington and shall remain in force until all Work under this Permit or Franchise has been completed, and the Utility's contractor has restored any affected WSDOT property and right of way to the satisfaction of WSDOT.
11. The Utility shall provide proof of insurance coverage prior to performing any Work within state-owned highway right of way, as follows:
- (a) Commercial General Liability covering the risks of bodily injury (including death), property damage, and personal injury, including coverage for contractual liability, with a limit of not less than \$3 million per occurrence and in the aggregate.
  - (b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$2 million per accident.
  - (c) Employers Liability covering the risks of Utility's employees' bodily injury by accident or disease, with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease.

Such insurance policies or related certificates of insurance shall name the Washington State Department of Transportation as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. A forty-five (45) calendar day written notice shall be given to WSDOT prior to termination of or any material change to the policy(ies) as such relate(s) to this Permit or Franchise.

12. If the Utility is a city or county, it has provided verification of insurance coverage to WSDOT by providing proof of its coverage through a Risk Pool or verification that the city or county is self-insured, to comply with the insurance terms and conditions of this Permit or Franchise.

### **UNDERGROUND FACILITIES**

13. The Utility shall completely remove all Deactivated Facilities (as defined in Washington State Department of Transportation *Utilities Manual* M 22-87).
14. Deactivated facilities left within the state owned right of way shall remain owned by the Utility, who shall continue to bear all responsibility for any future costs incurred for removal of the Deactivated facilities if required by WSDOT in its sole discretion.
15. For underground facilities, markers shall be placed at both ends of a crossing, and at all changes in offset distance from right of way line or centerline of the highway and placed approximately every 500 feet for longitudinal installations. Marker information as a minimum shall include owner name, pipeline or cable identification and station, and telephone number or other means to contact a local office. Markers must be in compliance with WSDOT's *Standard Specifications for Road, Bridge, and Municipal Construction Manual* M 41-10, Division 9 (9-17 Flexible Guideposts), not create a safety hazard, and all markers shall be placed and maintained so as to minimize interference with WSDOT maintenance operations. It is the Utility's responsibility to maintain its markers. Maintenance of markers includes but is not limited to update of Utility's name (if changed) or Utility's successors' or assigns' contact information, and replacement of damaged or missing markers.
16. All underground facilities shall include a component by which the utility can be located with conventional methods, provided that for all installations in trenches, the Utility shall install detector tape approximately 12 inches above the underground facility. The tape shall conform to the standards of the American Public Works Association Uniform Color Code.
17. Utility facilities or casings for facilities crossing under highways surfaced with oil, asphalt concrete pavement, or cement concrete pavement shall be by trenchless construction, using the appropriate equipment to jack, bore, or auger the facility through the highway prism with a minimum depth of 5 feet along any point from the top of facility to the lowest point of the finished highway grade, at a minimum of 3.5 feet depth from bottom of ditch/toe of slope to top of facility or casing.
18. If PVC or HDPE casings are utilized for crossings, they shall be greater than Schedule 80 or equivalent or as approved by WSDOT.
19. Casing requirements (WAC 468-34-210) for utilities are specified individually or in whole on the attached exhibits. Any variances to these casing requirements must be approved by WSDOT, in writing prior to installation.
20. Pipeline installation shall meet the provisions of chapter 480-93 WAC, Gas Companies- Safety, and amendments thereto.
21. Open trenching (cutting a trench for direct placement of a utility that does not include cutting an existing paved highway surface) will only be allowed at the locations identified on the plan sheets and/or listed on Exhibit(s) \_\_\_\_\_, with restoration to be performed as noted on the attached "Open Trench Detail," Exhibit \_\_\_\_\_.
22. Open cuts (cutting a trench for direct placement of a utility that does include cutting the existing paved highway surface) of the highway are a variance to WSDOT policy, requiring justification (Open Cut Variance Request) and approval by WSDOT prior to the Work beginning. Open cuts are only allowed at approved locations identified on the plan sheets and/or listed on Exhibit(s) \_\_\_\_\_, with restoration to be performed as noted on the attached "Open Cut Detail," Exhibit \_\_\_\_\_.
23. If determined necessary by WSDOT representative, any or all of the excavated material shall be removed and replaced with suitable material as specified by WSDOT. It is the Utility's responsibility to obtain any necessary permits or comply with applicable requirements to haul or dispose of any excavated material.

24. If determined by the Washington State Department of Labor and Industries and/or WSDOT representative that extra Shoring (beyond that specified in Section 7-08.3(1)B of WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction) is necessary for the safety of the workers or the protection of the highway pavement, the trenching or excavation work shall be stopped and no Work in the trench or excavation area will be allowed until satisfactory modifications are made.
25. All trenches, boring or jacking pits, etc., shall be backfilled as soon as possible. If left open during nonworking hours, they shall be protected to the satisfaction of WSDOT. Methods of protection shall be submitted a minimum of \_\_\_\_\_ (\_\_\_\_\_) calendar days in advance for approval by WSDOT prior to use.

### **AERIAL/ABOVEGROUND FACILITIES**

26. All facilities on joint use poles shall be relocated at the time the pole owner either moves or removes its poles. (The pole owner is the Permit or Franchise holder under which the poles were installed and is responsible for ensuring the removal of the pole.)
27. Neutral conductors associated with circuits of 0 to 22 Kilovolts, where the neutral is considered to be 0-750 Volts, shall have a minimum clearance of 24 feet Vertical Clearance as indicated in WAC 468-34-290, 20 feet provided the facility is grounded at each pole at each end of the crossing.
28. The Utility agrees to underground the aboveground facilities covered by this Franchise in Scenic Classes "A" and "B", as defined on the attached Exhibit(s) \_\_\_\_\_, either at the time of major construction 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 the 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 WSDOT.
30. The Utility agrees to underground or relocate the existing aboveground facilities covered by this Franchise in Scenic Classes "A," "AX," "B," and/or "BX," as defined on the attached Exhibit(s) \_\_\_\_\_, to a location acceptable to WSDOT either at the time of reconstruction, for the portion of line to be reconstructed, or prior to the expiration of this Franchise. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX," if acceptable to WSDOT.

### **MAINTENANCE**

31. No routine maintenance of the facility authorized by this Permit or Franchise will be allowed within the limited access area.
32. Maintenance access of this facility will not be permitted from the shoulders, thru-traffic lanes, and/or ramps of \_\_\_\_\_, and all service to this facility will be accessed from \_\_\_\_\_.
33. The Utility will notify WSDOT representative(s), listed in Special Provision 1, \_\_\_\_\_ (\_\_\_\_\_) working days (Monday through Friday excluding any holidays) prior to any scheduled maintenance work to be performed in the state-owned highway right of way.