

Transmittal Number PT 16-015	Date May 2016
Publication Distribution To: <i>Utilities Manual</i> holders	
Publication Title <i>Utilities Manual</i> – May 2016	Publication Number M 22-87.08
Originating Organization WSDOT Development Division, Design Office – Utilities, Railroads and Agreements Section	

Remarks and Instructions

Utilities Manual changes include the following:

- Chapters were updated for references to other manuals, laws, and policies. For the chapters on environmental topics, the previous chapters have been removed and replaced by links to the Environmental Manual and the Environmental Services Office webpages.

Remove/Insert instructions for those who maintain a printed manual:

CHAPTER	REMOVE PAGES	INSERT PAGES
Title Page	All	i-ii
Foreword	All	iii -iv
Contents	v - viii	v - viii
Chapter 1	1-53 – 1-54 1-73 – 1-74	1-53 – 1-54 1-73 – 1-74
Chapter 2	2-23 – 2-24	2-23 – 2-24
Chapter 6	6-13 – 6-14, 6-21 – 6-30	6-13 – 6-14, 6-21 – 6-30
Chapter 9	9-3 – 9-4 9-7 – 9-8	9-3 – 9-4 9-7 – 9-8
Appendix B Contents	B- 1 – B-2	B- 1 – B-2
Appendix B	B-1 - B-6, B-13 - B-26, B-29 - B-36, B-55 - B-60, B-63 - B-134	B-3 - B-6, B-13 - B-26, B-29 - B-36, B-55 - B-60, B-63 - B-142
Appendix E		E1 – E-4

Revision marks:

- A new date appears on the footer of each page that has changes or different pagination.
- Revision marks (underlines/sidebars) are used as a convenience to show designers what has changed.
- When a chapter is new or substantially rewritten, no revision marks are applied.

Need more information?

Contact the WSDOT HQ Utilities, Railroads, and Agreements Section

🔗 www.wsdot.wa.gov/utilities/

To get the latest information on individual publications, please sign up for email updates:

🔗 www.wsdot.wa.gov/publications/manuals/

HQ Design Office Signature /s/ Ahmer Nizam	Phone Number 360-705-7271
---	------------------------------



**Washington State
Department of Transportation**

TECHNICAL MANUAL

Utilities Manual

M 22-87.08

May 2016

Engineering and Regional Operations

Development Division, Design Office

Americans with Disabilities Act (ADA) Information

This material can be made available in an alternate format by emailing the WSDOT Diversity/ADA Affairs team at wsdotada@wsdot.wa.gov or by calling toll free: 855-362-4ADA (4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.

Title VI Notice to Public

It is Washington State Department of Transportation (WSDOT) policy to ensure no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title VI protection has been violated may file a complaint with WSDOT's Office of Equal Opportunity (OEO). For Title VI complaint forms and advice, please contact OEO's Title VI Coordinator at 360-705-7082 or 509-324-6018.

To get the latest information on individual WSDOT publications, sign up for email updates at:
 www.wsdot.wa.gov/publications/manuals

Foreword

The *Utilities Manual* has been prepared to outline the general practices, policies, and procedures in the design, administration, and coordination of utilities and railroad facilities within Washington State Department of Transportation (WSDOT) properties or impacted by the department's highway projects. The intent is to provide consistent, current, and accurate guidance for users. Any requirements noted in this guidance are taken from the WSDOT *Utilities Accommodation Policy* and other documents as identified in the manual.

The previous revision of the *Utilities Manual*, which was issued in November 2014, is hereby superseded.

Updating the *Utilities Manual* is an ongoing process and revisions will be made yearly. Users should submit suggestions for additions or revisions to the Headquarters Utilities Specialist, listed in Headquarters Contacts at the Utilities, Railroads, and Agreements Home Page:

www.wsdot.wa.gov/utilities/hq.htm

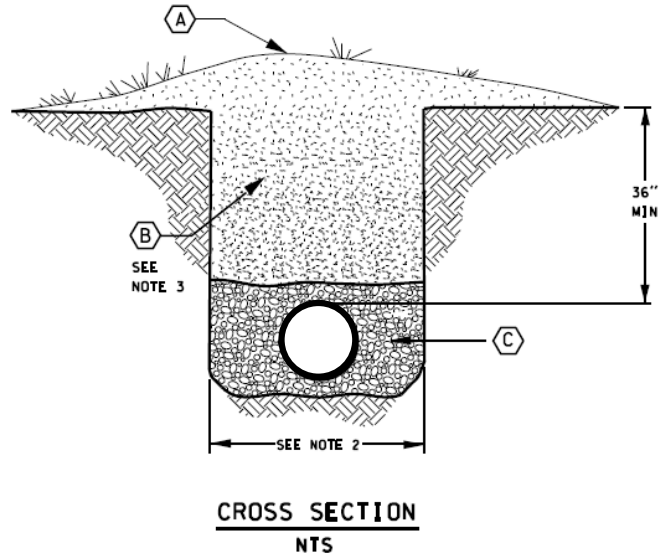
/s/ Ahmer Nizam

Ahmer Nizam
Technical & Business Manager,
WSDOT HQ Design Office

Chapter 1	Utility Accommodation	1-1
100	Administration and General Information	1-1
100.01	Utility Accommodation Program Purpose	1-1
100.02	Types of Utility Accommodation Documents	1-2
100.03	Installation Categories	1-4
100.04	Utility Classification Criteria	1-10
100.05	Accommodation Documents: Management and Administration	1-12
100.06	Approval Authority	1-13
100.07	Accommodation Process and Procedure	1-15
110	General Requirements	1-20
110.01	Accommodation Application Requirements	1-20
110.02	Franchise Consolidation and Franchise Renewal Process and Requirements	1-22
110.03	Fees and Reimbursable Accounts	1-27
110.04	Sureties	1-29
110.05	Local, State, or Federal Agencies	1-33
120	Specific Installation Requirements	1-35
120.01	Hearings	1-35
120.02	City Streets as Part of State Highways	1-35
120.03	Annexations and Route Jurisdiction Transfers	1-36
120.04	Pipelines	1-38
120.05	Storm Drainage and Hydraulics	1-47
120.06	Open Cuts and Trenching	1-49
120.07	Bridges and Structures	1-54
120.08	Scenic Classification Policy	1-62
120.09	Control Zone	1-65
120.10	Joint-Use and Future-Use Utilities	1-66
120.11	Access Control	1-67
120.12	Environmental Considerations	1-68
120.13	Utility Maintenance	1-70
120.14	Variances: Types, Treatment, and Approval	1-70
120.15	Casing, Conduit, Innerduct, and Encasement	1-75
130	Post-Approval Administration	1-79
130.01	Addenda to Approved Accommodation Documents	1-79
130.02	Extension of Installation Time	1-83
130.03	As-Builts: Record Drawings	1-84
130.04	Penalties	1-84
130.05	Utility Transfer of Ownership – Acceptance of Assignment	1-85
130.06	Abandoned, Deactivated, or Disconnected Utilities	1-87
130.07	Undocumented Utility Installations	1-88
130.08	Turnback Areas and Construction Permits	1-89
130.09	Compliance Reviews	1-91

Chapter 2	Utility Agreements	2-1
	200.01 General	2-1
	200.02 Utility Property Rights	2-3
	200.03 Preliminary Engineering Agreements	2-6
	200.04 Construction Agreements	2-14
Chapter 3	Railroads	3-1
	300.01 General	3-1
	300.02 Responsibilities	3-1
	300.03 Railroad Requirements	3-2
	300.04 Railroad Crossings	3-4
Chapter 4	Service Agreements	4-1
	400.01 General	4-1
	400.02 Agreement Number	4-2
	400.03 Agreement Authorization	4-2
	400.04 Distribution of Agreement	4-2
Chapter 5	Government Agencies: State, Federal, Tribal, and Other Entities	5-1
	500.01 General	5-1
	500.02 State Agencies	5-1
	500.03 Federal Agencies	5-2
	500.04 Tribal Authorities	5-8
	500.05 Railroad Companies	5-9
Chapter 6	Project Delivery and Utility Relocation	6-1
	600.01 General	6-1
	600.02 Schedules, Goals, and Strategies	6-3
	600.03 Early Utility Identification	6-3
	600.04 Coordination, Cooperation, and Communication	6-3
	600.05 Roles and Responsibilities	6-5
	600.06 Cost Responsibility and Recovery	6-6
	600.07 Coordination Milestones	6-8
	600.08 Project Initiation: Project Design Notification	6-8
	600.09 Geometric Review (30%)	6-8
	600.10 Subsurface Utility Engineering (SUE)	6-14
	600.11 Preliminary Engineering Agreements	6-22
	600.12 General Plans Review (60%)	6-22
	600.13 Preliminary Contract Review (90%)	6-26
	600.14 Preadvertisement	6-27
	600.15 Design/Construction Utility Relocation Facilitation	6-27
	600.16 Project Award and Construction	6-28
	600.17 Developer Projects and Utility Relocation	6-29

Chapter 7	Inspection	7-1
	700.01 General	7-1
	700.02 Jurisdiction and Authority	7-2
	700.03 Traffic Control and Safety	7-4
	700.04 Buried Facilities	7-6
	700.05 Aboveground Facilities	7-7
	700.06 Bridge Attachments	7-7
	700.07 Environmental Requirements	7-8
	700.08 Communication With Others	7-9
	700.09 Documentation	7-11
Chapter 8	Reimbursement	8-1
	800.01 General	8-1
	800.02 Utility Accommodation Reimbursement Policy	8-1
Chapter 9	Control Zone Guidelines	9-1
	900.01 General	9-1
	900.02 Clear Zone vs. Control Zone	9-1
	900.03 Control Zone Objective	9-2
	900.04 Definitions	9-2
	900.05 Application	9-2
	900.06 Control Zone Distance	9-3
	900.07 Recovery Area	9-10
	900.08 Supplemental Utility Design Information	9-11
	900.09 Project Applications	9-13
	900.10 Completing the Utility Object Relocation Record	9-14
	900.11 Variance	9-15
	900.12 Variance Request for Location I Objects	9-16
	900.13 Variance Request for Location II Objects	9-16
 Appendices		
	Appendix A Glossary	A-1
	Appendix B Utility Forms and Documents	B-1
	Appendix C Policy Guidance	C-1
	Appendix D RCW and WAC References	D-1
	Appendix E Supplemental Interim RSAP Guidance	E-1

**LEGEND**

- (A) Surface treatment to restore existing to match adjacent (seeding, bark, etc.).
- (B) Native material or as directed by WSDOT.
- (C) Bedding material. Bedding material depth over and beneath pipe casing shall be half the diameter of pipe casing or 6 inches, whichever is less.

GENERAL NOTES

1. Trenching and pipe installation shall meet the requirements of WSDOT Standard Specification 7-08.
2. Maximum trench width shall be outside casing pipe width plus 1 foot either side of casing pipe.
3. Compaction shall be method _____ per Standard Specification Section 2-03.3 (14) C.
4. When connecting to an existing facility under the pavement, pavement restoration may, at the department's discretion, include the full lane width and encroached shoulder.
5. Casing pipes shall extend a minimum of six (6) feet beyond the toe of fill slopes, bottom of ditchline, or outside of curb.

Open Trench Detail
Figure 120-4b

120.07 Bridges and Structures

Utility installations on or near any highway structure listed below require review and written approval by the HQ Bridge and Structures Office prior to application approval.

- Bridges
- Approach slabs
- Retaining walls
- Noise walls
- Tunnels
- Pipe arches
- Box culverts
- Other structures

All installations shall comply with the *Bridge Design Manual* and the *Standard Specifications*.

(1) Approval and Jurisdiction

RCW 47.44.040

Prior review and approval by the HQ Bridge and Structures Office is required for utility attachments on all bridges located within the state highway system, regardless of type of right of way or jurisdiction. Attachments to bridges located on a state highway but within the corporate limits of a city or town also require prior approval by the HQ Bridge and Structures Office. The review process should verify that the bridge or structure is under state jurisdiction.

Best Practice

- (a) **State and Federal Agency Approval** – WSDOT may need to coordinate with other state or federal jurisdictional agencies when authorizing utilities to be attached to highway structures. Refer to [Chapter 5](#), Government Agencies: State, Federal, Tribal, and Other Entities, for additional guidance on coordination requirements.

(2) Bridge Structures

Bridges consist of two basic elements: substructure and superstructure. Utilities proposing to attach to, or be installed near, any portion of the substructure or superstructure require written approval of the HQ Bridge and Structures Office and, in some regions, review and/or concurrence by the region Bridge Maintenance Office prior to approval of application to do so.

Standard Specifications

- (a) **Substructure** – The substructure is that portion of a bridge that supports the elements of the superstructure or that part of the structure as follows:
- Everything below the bottoms of the grout pads for simple and continuous span bridges.
 - Everything below the bottom of the girders or bottom slab soffits.
 - Arch skewbacks and construction joints at the top of vertical abutment members or rigid frame piers.

Substructure elements include the following:

- Piles
- Footings
- Seals
- Abutment walls, retaining walls, and endwalls
- Piers
- Wingwalls
- Barrier and railing attached to wingwalls and cantilever barriers and railings

Subsurface utilities installed near the substructure must take into account that the geophysical properties of the material surrounding the substructure and other factors eliminate negative impacts to the stability of the structure as a whole.

- Access to worksites from interchange ramps or to areas outside the designated main line traveled way is also restricted.
- Any access from outside the right of way or to locations beyond interchange ramps or main line traveled lanes must be justified.

To determine the limited access level of specific rights of way, refer to the Access Control Tracking System managed by the Access and Hearings Section of the HQ Design Office.

All applications proposing an installation anywhere within limited access or that require access to or from limited access right of way must include:

- [Limited Access/Encroachment Variance Request Justification Questionnaire](#) (see [Appendix B](#)).

- (f) **Aerial Installation Within Scenic Class A or B** – The Scenic Classification Policy exists to preserve scenic vistas along or over state highways, and it applies to any aerial or surface utility. Scenic classification does not apply to subsurface utilities.

Generally, installations proposing to install aerial facilities within Scenic Class A or B are a variance to WSDOT policy and require reasonable justification. At its option, the department may allow aerial facilities proposed within Scenic Class AX or BX if acceptable mitigation measures are applied. (See [120.08](#), Scenic Classification Policy, for guidance on scenic classes.)

All applications proposing an aerial facility within Scenic Class A or B must include:

- Scenic Classification Variance Request Justification Questionnaire (see [Appendix B](#)).

- (g) **Control Zone Location I and II Utility Objects** – Locate all utility objects outside the Control Zone in order to maintain a highway free from objects that may be struck by errant vehicles. Installations that are proposed to be installed inside the Control Zone (Location I or II) must be supported by sufficient justification for variance consideration. (See [Chapter 9](#), Control Zone, for detailed information on Control Zone requirements.)

All applications proposing the installation of a Location I or II aboveground utility object must include:

- Control Zone Location I and II Variance Request Justification Questionnaire (see [Appendix B](#)).
- Utility Object Relocation Record (see [Appendix B](#)).

(4) **Variance Justification Review**

Justification packages are sent to be reviewed and approved by the appropriate region and Headquarters specialty groups. Conditions and situations vary from installation to installation. Specialty groups that may need to be involved in variance reviews include, but are not limited to, the following:

- | | |
|-------------------------------|-----------------------------------|
| • Area maintenance personnel | • HQ or region Hydraulics Office |
| • Region Environmental Office | • HQ Bridge and Structures Office |
| • Region Traffic Office | • HQ Geotechnical Division |
| • Region project offices | • HQ Access and Hearings Section |
| • Region Development Services | • FHWA |
| • HQ or region Materials Lab | • Survey Support Unit |

Best Practice

(5) Variance Approval

Certain variances are delegated to the Regional Administrators for approval; others require the approval of the HQ Utilities, Railroad, and Agreements Manager after concurrence by FHWA. (See 100.06, Approval Authority, for a specific list of delegated approvals, and Figure 100-8 for general guidance and a flowchart outlining the process.)

Each region should develop a system for the processing of region-delegated variance approvals.

- (a) **Headquarters Approval Transmittals** – Variance approval requests should be prepared for signature and forwarded to the HQ Utilities Unit. Contact Headquarters early in the approval process. A preliminary submittal is recommended for review, comments, and any additional information needed. As such, all Variance Request packages must contain a completed Justification Questionnaire.
1. **Application Package** – All variance approval requests transmitted for Headquarters approval must contain:
 - An Application for Utility Permit or Franchise form with the utility’s signature.
 - Special Provisions for permits and franchises.
 - Utility Facility Description.
 - Appropriate permit or franchise exhibits.
 - Approved Traffic Control Plan, if required.
 - Approved TESC Plans, if required.
 - Approved Dewatering Plan, if required.
 2. **Variance Request Package** – A memorandum providing the following information must be attached as a cover to the Variance Request Package.
 - Description of the variance with a reference to the appropriate part of the *Utilities Accommodation Policy* for which a variance is being requested.
 - Highway classification.
 - Region review effort, comments, and support.
 - Justification Questionnaire.
 - Access type.
 - Scenic classification.
 - ADTs.
 - Method of construction and maintenance access.
 - Maintenance Plan (if appropriate).
 - Bridge data (if appropriate).
 - Other pertinent information that may have a bearing on approving authority’s signature.

(5) Utility Agreement Amendment

In the event that unforeseen conditions or circumstances result in the need for additional work beyond the scope of the agreement and associated increases in costs beyond the maximum payable amounts under the original agreement, an Agreement Amendment will be required to be executed between the parties prior to such additional costs being incurred. If it becomes necessary to commence such additional utility work immediately in order to avoid project schedule delays and/or avoid further project costs, the Agreement Manager may authorize such additional work in advance of formal execution of an Agreement Amendment, provided that the authorization is in writing. The Utility may not be reimbursed for any costs beyond the maximum payable amount under the original agreement unless an Agreement Amendment has been executed.

An amendment is needed when unforeseen conditions require an increase that exceeds a set percentage of overrun agreed to in the original agreement, above the cost estimate in Exhibit B, or when the scope of work is significantly changed. The original agreement is modified by an Agreement Amendment covering said increase.

Amendments to standard and nonstandard Construction Agreements are written in the form of a nonstandard agreement and are sent to Headquarters for review. If the language, scope of work, and/or intent of the standard form agreement does not change, Headquarters can recommend region execution. If the amendment to the standard form does change the scope of work, intent, and/or language of the agreement, the amendment may require approval as to form by the Attorney General's Office (AGO).

An Agreement Amendment's references to the exhibits must remain faithful to the original exhibit, with the number of the amendment added after the alphabetic exhibit designation; for example, if it is Amendment 1, it would have Exhibit A-1, Exhibit B-1, or Exhibit C-1. Review procedures for amendments to all nonstandard agreements will follow the same process as the original agreement, which requires review by Headquarters and the AGO.

The region must have an approved Work Order Authorization and, when federal funds are involved, an approved Request for Federal-Aid Project Authorization and Agreement prior to commencement of the amendment work.

Consult with the Region Environmental Office for detailed guidance on determining the eligibility of a utility to be included under WSDOT's environmental documentation.

(b) Determining Permitting Coverage

Determine permitting responsibilities between WSDOT and a utility on a project-by-project basis. Responsibility for obtaining environmental permits should be determined early in the design process and documented to ensure all parties are aware of their roles and responsibilities. When utilities must obtain environmental approvals independent of WSDOT, ensure there is good communication with the utility and complete understanding of the needs and requirements. Regular communication will assist in avoiding confusion and miscommunication that can lead to project delays later.

(c) WSDOT-Acquired Environmental Permitting

Consider the following factors when determining whether utility relocations can be included under WSDOT's environmental package:

- Can both the utility and WSDOT operate under the same type of permit and permit conditions?
- Is relocation work occurring in areas where WSDOT will be clearing the NEPA/SEPA process?
- Are utilities able to inform WSDOT of construction methods and processes so the department can include that information in the project environmental permit application?
- Can coverage under WSDOT's permits accommodate the timing and sequence of relocation work with the scheduled highway work?
- Is there a relatively low risk of noncompliance? (Since environmental permits are under WSDOT's name, the department is the responsible agency.)
- Are utilities willing and able to commit to performing their relocation work under the required permit conditions and in an environmentally sensitive manner?
- Is WSDOT able to ensure utilities have copies of, understand, and are willing to work under the conditions set forth in the environmental permits, regardless of whether the utility is working prior to actual highway construction start or is working concurrently with the highway construction?

(d) Relocation Under WSDOT Environmental Permitting

If permit coverage for utility work is going to be included in WSDOT's permit package, the project offices should work closely with the utility to gain a thorough understanding of the utility's relocation needs and construction methods. Issues that require clarification include:

- Is the utility relocation dependent upon highway construction phasing?
- Does bridge construction need to be completed for the utility relocation to be completed? If so, are there temporary relocation issues? Is there a cut or fill section that needs to be built before the utility can be relocated?

- Is there a construction method that involves special contamination containment methods?
- Are there any public safety issues (such as those associated with combustible materials)?
- Are there industry-specific permits that need to be obtained (such as those associated with the petroleum industry)?

(e) **Utility-Acquired Environmental Permitting**

Consider the following factors to determine whether the utility should acquire environmental permits independently:

- The utility relocation is scheduled in advance of the construction or outside the project limits.
- Environmental documentation necessary for the utility work differs from the environmental documentation requirements for the work being done by WSDOT.
- Specialized work methods for the utility relocation exist that WSDOT is not able to sufficiently outline in its permit application.
- Utility relocation has substantial impacts and mitigation because utility upgrades (betterments) are included in the relocation work.
- There are times when utility compliance issues would jeopardize or delay the issuance of the WSDOT project's environmental permits.
- Environmental permits are required solely for the utility work and not for WSDOT's project.

When the utility owner is responsible for obtaining environmental permits independent of WSDOT's environmental permitting effort, the department should maintain regular contact with the utility to ensure the process is moving forward. Refer to [Figure 600-2, Project Delivery Utility Relocation Environmental Permitting Process](#), for a graphical representation of the process.

600.10 Subsurface Utility Engineering (SUE)

The Construction Institute and the American Society of Civil Engineers have established the reference, CI/ASCE 38-02 – [Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data](#), which WSDOT has adopted.¹

To minimize the risk of utility conflicts with contract work, a project design team should be certain that existing utilities—active, abandoned, and unknown—are identified so that the locations of these individual utilities are recorded with appropriate assurance and reliability. The following guidelines are based on quality levels of utility information presented in the ASCE Standard. These guidelines will allow WSDOT project teams to develop strategies to reduce the risk of utility conflicts with construction activities by appropriately identifying the quality level required for a given construction activity. All project team members must understand how the utility data for each quality level are obtained, and they should determine the level required for the planned design and construction activities.

¹ WSDOT personnel can obtain this publication from the Headquarters Utilities Specialist

(3) Project Criteria for SUE Application

Although Subsurface Utility Engineering is a useful tool for identifying underground utilities during project design, not all projects require the use of a SUE consultant.

A ground-disturbing project (such as excavating, trenching, boring, driving, or tunneling) that has the potential for conflicts with recorded or suspected underground utility installations would be a good candidate for which to consider hiring a SUE consultant, provided that one of the following applies:

- The project is located within an urban or suburban level of development adjacent to the highway.
- Knowledge of relatively accurate underground utility positions is critical to project design.
- Utility records and as-built information are not known to be 100% accurate and complete.
- Multiple utility owners within the project limits preclude a coordinated, timely, or complete underground investigation by individual utility owners.
- Project construction will extend beyond the current right of way line.
- The project can be designed to avoid underground utility conflicts if the exact utility positions are known.
- The project is a “City street as part of a state highway.”
- Project construction will likely result in utility congestion within an existing right of way and no additional property will be taken.

[RCW 47.24](#)

If your project meets any of the above criteria, contact your Region Utilities Office to obtain the services of a Subsurface Utility Engineering consultant. SUE consultants may also assist with undocumented storm sewer systems encountered on projects.

(4) Utility Relocation Coordination Responsibility

Utility relocation coordination is WSDOT’s responsibility by virtue of the permit or franchise entered into with the utility. Because of existing state law, the department cannot make a contractor responsible for utility relocations by contract provision.

[RCW 4.24.360](#)

When utility relocation is necessary to accommodate a highway improvement or other highway work, there are two utility relocation management alternatives available to project managers.

(a) Utility Relocation Coordination: Department Responsibility

Under this alternative, WSDOT maintains legal utility relocation responsibility. Department project managers are responsible for facilitating and coordinating existing utility relocations between WSDOT’s contractor and utility owners. This alternative places liability for project delay claims resulting from utilities on the department. WSDOT must then pass on any delay costs to the utility that caused the delay.

(b) Utility Relocation Coordination: Assignment to Contractor

This alternative involves the legal transfer of assignment of existing utility permit and franchise rights to WSDOT's contractor. Utility relocation liability and resultant delay claims then become the responsibility of the department's contractor. By the assignment of utility permit or franchise rights to WSDOT's contractor, the contractor has the legal authority to require a utility to relocate and to file delay claims directly against a utility.

Issues such as project size and complexity, existing utility density, the number of individual utilities that require coordination, and other issues should be taken into account when considering utility relocation responsibilities.

(5) SUE Agreement Task Order Process

This section provides direction on the financial ranges to be considered and how they are applied when selecting an on-call consultant for Task orders:

- Task Orders with a cost estimate in the \$0 - \$10,000 range, the Region can pick a consultant from the on-call list. The region then makes a request to the headquarters SUE Agreement Manager to set up a task order for the work.
- Task Orders with a cost estimate in the \$10,000 to \$20,000 range, the Region must solicit a minimum of three (3) consultants from the on-call list, do phone interviews, at a minimum, and the region can make a choice based on the interview process. The Region will notify the consultants of the choice and makes a request to the headquarters SUE Agreement Manager to set up a task order for the work.
- Task Orders with a cost estimate in excess of \$20,000 require a Second tier selection review process. The Region solicits all agreement holders from the on-call list to submit a Request for Additional Information (RFAD). After the proposal is submitted it undergoes an independent evaluation by 3 evaluators. The results of the evaluations are sent to the Project or Agreement Manager to review and the successful consultant best suited for the project is awarded the work. Region contacts the headquarters SUE Agreement Manager to set up a task order for the project.

During the life of the project, and the Master Agreement, amendments for cost increases (which do not exceed funds available for the Master Agreement) or time extensions can be executed by contacting the headquarters SUE Agreement Manager and requesting a Task Order Amendment.

At the end of the project the Task Order dollars needs to be reduced to actual cost by processing an amendment to the Task. In addition, the Project office fills out the consultant performance evaluation, EF 272-019 Performance Evaluation - Consultant Services, and sends it to consultant services and the headquarters SUE Agreement Manager.

600.11 Preliminary Engineering Agreements

Utilities that have a property right and require relocation should be identified as soon as possible in the design process. Preliminary Engineering Agreements can be started between WSDOT and the utility at any time. These agreements define the circumstances and payment for preliminary engineering of relocated utilities. (See [Chapter 2, Utility Agreements](#), for detailed guidance.)

600.12 General Plans Review (60%)

At this stage in the project development process, utility conflicts and relocation details should be well defined, understood, and agreed to by all parties. Detailed SUE investigations should be complete. Utility relocation engineering design should begin (if not already started) for all impacted utilities. Environmental permitting and documentation should be nearing the approval process with the appropriate lead agency.

Detailed utility coordination should now be undertaken. The Region Utilities Office should coordinate highway construction relocation preplanning, identify construction-dependent utility relocations, and negotiate appropriate coordination and installation measures between WSDOT and the utility.

Begin developing and negotiating utility agreements with utility owners that define relocation responsibilities, payments, costs, and other necessary issues.

(1) Utility Relocation Meeting

The Utility Relocation meeting should identify specific utility conflict relocation needs relating to the project. The goal of the meeting should be development of a Utility Relocation Plan, a related schedule, utility relocation responsibilities, and other deliverables and responsibilities between WSDOT and the utility owner.

The Utility Relocation meeting agenda should include some or all of the following items, depending on the needs and circumstances of the project:

- General discussion of WSDOT's utility relocation requirements.
- The addition of any necessary utility relocations to the WSDOT project contract.
- Joint trench and joint pole occupation and responsibilities, both in the utility's current locations and relocated positions.
- Environmental permitting responsibilities.
- A request for utility easement documents or other property rights documents.

General expectations and meeting responsibilities for specific attendees will vary between projects. The following are general meeting deliverables:

(a) Utility Owner

Each impacted utility owner should provide a general description of its utility impacts and provide alternatives for relocation. The utility owner should also provide a written scope of utility relocation work necessary for consideration by WSDOT prior to the department's submittal of the project environmental documentation and permit applications to permitting agencies.

Utility owners will determine whether the information provided in the General Plans Review is sufficient to begin a relocation design. Within a short period after the Utility Relocation meeting, the utility owner should notify the Project Engineer's Office if additional information is required. The Project Engineer's Office should provide a projected schedule indicating when additional information will be delivered to the utility once the utility owner makes the request.

(b) Region Utilities Office

The Region Utilities Office should invite utility owners to the Utility Relocation meeting. Within a reasonable period prior to the meeting, WSDOT should provide utility owners with a General Plans Review identifying existing utility facilities and how those facilities are affected by the highway project. The General Plans Review will include information necessary to enable utility owners to design and plan the layout for the removal and relocation of existing utility facilities as well as the placement of relocated or additional facilities within the project limits.

At the meeting, WSDOT may be able to identify timelines for project right of way negotiations and the completion of the project PS&E. Participants will discuss the impact of the proposed timelines on the relocation of utilities affected by the General Plans Review.

(2) Utility Relocation Planning

After the Utility Relocation meeting, WSDOT should work closely with utility owners to develop a Utility Relocation Plan and schedule. Discussion should include possible cost-effective project design changes that might decrease the amount of or eliminate the need for utility relocation and disruption to utility customers' services.

To ensure the relocation of a utility to a location that avoids proposed highway improvements, other coordination considerations may include:

- Relocation ahead of highway construction.
- Facilitation of joint trench and joint pole occupancy relocation coordination issues.
- Relocation dependent upon some highway improvement and coordination of utility relocation with the highway construction element.
- Coordination between WSDOT's contractor with the utility's contractor to ensure smooth relocation that does not impact the highway project's schedule.
- Relocation work as an element of the highway project, therefore becoming the responsibility of WSDOT's contractor and a project bid item.

 Best Practice

 Best Practice

In addition to coordination and scheduling issues, utility relocations must also meet WSDOT's accommodation policies. Some accommodation requirements that must be addressed include:

- Control Zone Guidelines compliance for surface and aerial utility installations.
- Scenic Classification.
- Subsurface utility installation depths with cross sections.
- Trench backfill.
- Future service connection issues.
- Bridge and structure connections.
- Future maintenance access within full access control rights of way.
- Abandoned utility documentation.
- As-built documentation for accommodation records.

Refer to [Chapter 1, Utility Accommodation](#), for detailed utility installation requirements and guidance.

(a) Utility Relocation vs. Design Changes

During Utility Relocation Planning, WSDOT and utility owners may mutually agree to design changes to accommodate or avoid utility relocations. The Project Engineer's Office should revise the General Plans Review accordingly. Compensation from the utility for such redesign may be appropriate, depending on the compensable rights of the utility and the circumstances of the redesign. If compensation from the utility is appropriate, the utility owner will compensate WSDOT for the preliminary engineering costs necessary to revise the design to accommodate the utility owner's desired relocation option.

(b) Preliminary Engineering Agreements

If not already done, the Region Utilities Office and the Project Engineer's Office should work with utilities to develop and execute Utility Preliminary Engineering Agreements with the utility owners.

(c) Service Agreements

Working with information provided by the Project Engineer's Office and at its request, the Region Utilities Office should submit requests for utility service connections to the utility owners.

(3) Utility Relocation Plan Development

The Project Engineer's Office and the utility owners should negotiate the schedule for completion of the Utility Relocation Plan; however, plan development should start as soon as possible. Depending on the circumstances of the project, Utility Relocation Plan development can start anytime in the design process. If possible, start the plan development before the Utility Relocation Planning meeting.

Each utility owner should develop a Utility Relocation Plan for the project based on its own information and information supplied by WSDOT. The plan must include the completed Utility Object Relocation Record (UORR) for surface and aerial utilities and applications for utility permits and/or utility franchises for utilities that have no easement or other property right.

Every Utility Relocation Plan should identify the highway project construction elements that must be completed before utility relocation can begin. The Utility Relocation Plan should also provide a construction window sufficient to allow time for utility relocation construction.

If revisions or changes occur to the project after the Utility Relocation Planning meeting that affect a Utility Relocation Plan, WSDOT should promptly notify any affected utility owners. The Region Utilities Office and the Project Engineer's Office should work with affected utilities to modify Utility Relocation Plans as necessary to adjust to the changes to the project.

The utility owner should track only the increase (if any) in utility relocation design costs attributable to WSDOT's changes to the project, which are provided to the utility owner at the completion of the Utility Relocation Planning endeavor.

WSDOT may reimburse the utility owner, if requested, for appropriate increases in utility relocation design costs directly attributable to design changes made after the Utility Relocation Planning endeavor. Revisions to the project that are caused by factors outside the control of the department, such as "forces of nature," entities outside WSDOT's control, or other causes beyond the department's control, should not be considered for reimbursement.

(4) Utility Relocation Plan Submittal and Approval

Once a utility has completed its Utility Relocation Plan, the Project Engineer's Office, Construction Office, and Region Utility Office will review and approve the plan. Submittals should include UORRs and a completed Application for Utility Permit or Franchise (see [Appendix B](#)) if the utility has no easement or other property right. Check the Utility Relocation Plan to ensure it is compatible with WSDOT's Utilities Accommodation Policy, meets previously-agreed-to terms, and is at locations previously agreed to by the utility and the department. Constructibility issues should be discussed and incorporated into the project schedule.

Other WSDOT engineering disciplines may also need to be involved in the Utility Relocation Plan review, including the following:

- Traffic
- Maintenance
- Right of Way (for impacts to monumentation and surveying reference points)
- Region engineering managers
- Hydraulics
- Environmental
- Bridge and Structures
- Materials Lab
- Geotechnical

The Region Utilities Office will coordinate the review of the Utility Relocation Plan, request that the utility owner provide additional information, and revise the plan as necessary to obtain WSDOT approval. The Region Utilities Office should notify the utility of plan approval. Following confirmation that the utility owner has obtained all permits and environmental approvals, utility permits or franchises will be issued to the utility owner and relocation work may begin.

Insert Utility Relocation Plan requirements, specifications, Special Provisions, and plans into WSDOT's construction contract as necessary if utility relocation is to be included in the department's construction contract.

(5) Utility Agreement Preparation and Execution

The Region Utilities Office, in conjunction with the Project Engineer's Office and any necessary specialty groups, should prepare and execute Utility Relocation Construction Agreements with the utility owners once utilities have completed their Utility Relocation Plans and those plans have been reviewed and approved by WSDOT.

600.13 Preliminary Contract Review (90%)

At or near the 90% plan completion stage of project design, all necessary utility relocation issues should be identified, and relocation details such as Relocation Plan Approval, environmental permitting and documentation approvals, and other details should be nearing completion. A final Construction Planning meeting should be held with utilities to confirm utility relocation circumstances and schedules. Preconstruction highway contract relocations should be starting or nearing start-up.

(1) Construction Planning Milestone

The Project Engineer's Office and the Region Utilities Office should review the construction schedule in relation to expected utility relocation work by the utility owner or its contractor to ensure any relocation work will not negatively affect highway project delivery. The Project Engineer's Office should provide utility owners with the project construction schedule and current project information for utility relocation construction.

(2) Letter of Understanding

The Region Utilities Office should prepare a Letter of Understanding (LOU) describing the scope and schedule for the minor adjustment of existing utilities (such as valve boxes or manhole covers) and transmit the letter to the utility owner. The utility owner should sign and return the letter agreeing to the construction schedule. Refer to [Chapter 2, Utility Agreements](#), for detailed information on Letters of Understanding.

(3) Utility Agreement Execution

Utility agreements should already be executed or at least nearing execution. Delay of execution of any utility agreements may delay the processing of utility payments and should therefore be a priority. All efforts should be made to conclude and execute utility agreements prior to Award in order to get the payment information into the Contract Administration and Payment System (CAPS).

(4) Utility Relocation

Utilities with approved Utility Relocation Plans may be relocating utility facilities to approved locations, while other utility relocations may be pending. Give unresolved relocation issues immediate attention at this point in the project. Schedule additional meetings with utility owners and use any available resources to resolve latent issues to avoid last-minute delays to project delivery.

(5) Project Ad and Award Risk Level Assessment

Evaluate and classify each project regarding utility relocations and the level of risk of those relocations to the successful delivery of the project. Risk levels are divided into the following three classifications:

Risk Level 1: Utility relocations are complete.

Risk Level 2: Utility relocations are ongoing but will be completed by the bid opening.

Risk Level 3: Utility work will be concurrent with construction or is dependent upon a construction element in order to occur.

Ideally, every project would go to Ad at Risk Level 1. For those at Risk Level 2 or 3, exception reporting needs to be presented.

600.14 Preadvertisement

Any relocation issues should be resolved at this stage of project development. Existing utilities that can be relocated ahead of construction should already be moved or in the process of relocation.

All utility agreements and Letters of Understanding relating to utility relocation-dependent highway improvements should be executed and entered into WSDOT's accounting system.

Once WSDOT's project is on Ad, a Prebid Opening meeting may be held (if necessary) with prospective bidders to discuss Utility Relocation Plans and scheduled utility relocation windows.

600.15 Design/Construction Utility Relocation Facilitation

Regions where design and construction responsibilities are not shared by the same Project Engineer's Office may benefit from relocation facilitation assistance from the Region Utilities Office. In these situations, detailed project information, relationships, and knowledge can often be lost when a project is transferred from the Project Development Office to the Construction Office. This is especially critical with projects in urban areas where there may be significant utility relocation issues or where there is significant subsurface utility congestion that has potential for impacting a project. Traditionally, early and continuing coordination between the Design Office and the Construction Office goes a long way toward making a smooth transition of information and relocation of utilities.

600.16 Project Award and Construction

Following the Award of the highway contract, WSDOT's contractor must provide the department with a project schedule. Among other scheduling responsibilities, by specification in the project Special Provisions, WSDOT's contractor is required to:

- Provide the Project Engineer's Office and the affected utility owner with a notice specifying the number of working days before project work is expected to be completed, so the utility owner may begin its relocation work.
- Issue a notice through the Project Engineer's Office to proceed with utility construction work, giving a specified number of working days before the utility work is to commence.
- Notify the Project Engineer's Office and the affected utility owner at least 24 hours prior to the utility relocation construction start date identified in the Notice to Proceed if circumstances arise that prevent the WSDOT contractor from completing the work by the date specified in the Notice to Proceed.

The Project Engineer's Office is responsible for ensuring the inclusion of utility relocation construction windows within the WSDOT project contractor's construction schedule.

(1) *Preconstruction Meeting*

Prior to commencement of construction operations, the Project Engineer's Office holds a Preconstruction meeting. The Project Engineer's Office should request utility owners and SUE consultants' attendance at the meeting. Utility owners should be encouraged to attend the meeting and any other project meetings where issues affecting utility owners might be discussed.

For those elements of the Utility Relocation Plan dependent upon WSDOT's contractor's work, the Project Engineer's Office, department contractor, and utility owner will develop a utility relocation schedule, consistent with the Letter of Understanding and contract provisions, that includes the utility relocation work windows, notices to proceed, and work notification requirements.

After the Preconstruction meeting, the Project Engineer's Office should send copies of meeting minutes to utility owners.

The utility owner should promptly proceed with the utility relocation work as described in the Utility Relocation Plan.

In the event of unforeseen conditions requiring changes to either the project scope of work or the schedule of work, the Project Engineer's Office and the utility owners should make every effort to coordinate said changes in a manner that minimizes impacts to the project's contractor.

Excusable delays encountered by WSDOT or the utility owner related to utility relocation work to be performed by the utility owner or its agent should be documented in writing by the party encountering the delay. Documentation should then be sent to either the Project Engineer's Office or the utility owner, as appropriate, within five days of the start of the delay.

600.17 Developer Projects and Utility Relocation

In the past, differences in law and policy have created misunderstandings and delays in coordinating utility relocations when a developer is required to improve the roadway facility as mitigation for the developer project. WSDOT, representative utilities, and developers have created a guideline to handle these relocations and the responsibility for the expenses incurred. For further information, refer to WSDOT's [*Development Services Manual*](#).

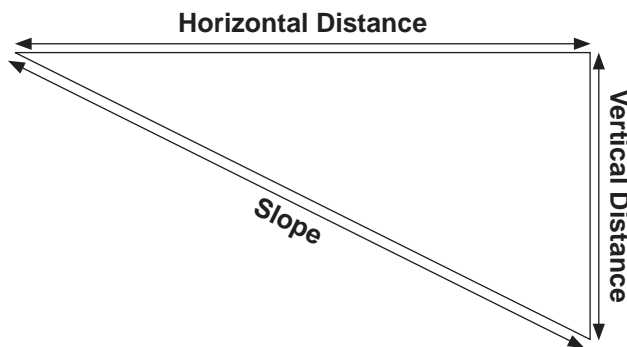
900.06 Control Zone Distance

The Control Zone distance for any particular highway segment varies according to the posted speed, traffic volumes, and sideslopes of the highway. This section contains methods and supporting information on determining the Control Zone distance for a particular location along the highway, including:

- General guidance for determining Control Zone distance.
- Different methods of Control Zone calculation and examples applicable to various highway geometric conditions (Conditions 1 through 6).
- Clear Zone Distance Table (see [Figure 900-9](#)) to be utilized in Control Zone calculation.
- Recovery Area Formula for use with Conditions 4 and 6.

(1) General Guidance for Determining Control Zone Distance

- All distances are measured from the edge of the through lane, extending outward perpendicular to the traveled way.
- Roadside is the distance measured from the edge of the through lane to the beginning of the backslope, as in Conditions 2, 3, and 4, and from the edge of the through lane to the toe of the slope, as in Condition 6.
- The Shoulder in the diagrams provided is understood to be the “Useable Shoulder”
- Slope ratios are expressed, in feet, as 3H:1V, 4H:1V, 5H:1V. The first number represents the horizontal distance and the second represents the vertical distance (see [Figure 900-1](#)).



Slope Ratio

Figure 900-1

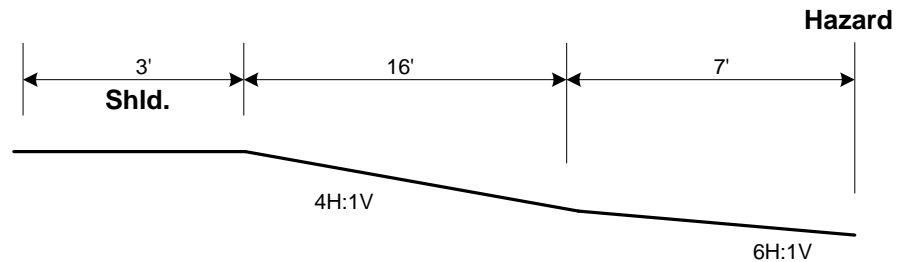
- For fill sections where the sideslope area includes multiple slope ratios of 4H:1V or flatter (Condition 5), the applicable slope ratio should be determined based on averaging the slope ratios according to the following method:

Slope Averaging

1. $A1/A2 + B1/B2 = C$
2. Slope Average = $\frac{A1+B1}{C}$

Where:

- A1 = width of the first slope section, measured from the beginning of the sideslope to the beginning of the next slope section
- A2 = horizontal value in the slope ratio corresponding with A1
- B1 = width of the next slope section, measured from the beginning of the section to the face of utility object
- B2 = horizontal value in the slope ratio corresponding with B1

Example:**Slope Averaging***Figure 900-2*

$$A1 = 16, A2 = 4, B1 = 7, B2 = 6$$

$$1. \quad 16/4 + 7/6 = 4 + 1.17 = 5.17$$

$$2. \quad 23/5.17 = 4.45 \text{ Average slope} = 4:1$$

- The Recovery Area Formula (see [900.07](#)) is normally used when the cut section foreslope (Condition 4) or the fill section sideslope (Condition 6) is steeper than 4H:1V, but not steeper than 3H:1V. When using the Recovery Area Formula to calculate the Clear Zone, if the highway section includes a ditch, slope data for the backslope must also be collected and factored into the formula.
- When auxiliary lanes for parking, vehicle pull-out, turning, or storage are present, the Control Zone begins at the edge of the through lane. When the Recovery Area Formula is used, the shoulder width distance will include these auxiliary lane widths.
- For managed access city streets that are part of state highways, cities may adopt Control Zone standards that vary from the requirements of this chapter (see [RCW 47.24.020](#)).

(2) Determining the Control Zone Distance for Various Highway Geometric Conditions

Control Zone distance at a particular location is determined using the following methods. Choose one of the six Conditions with matching highway section characteristics and follow the listed steps and instructions. The table referred to in this section is the Clear Zone Distance Table (see [Figure 900-9](#)).

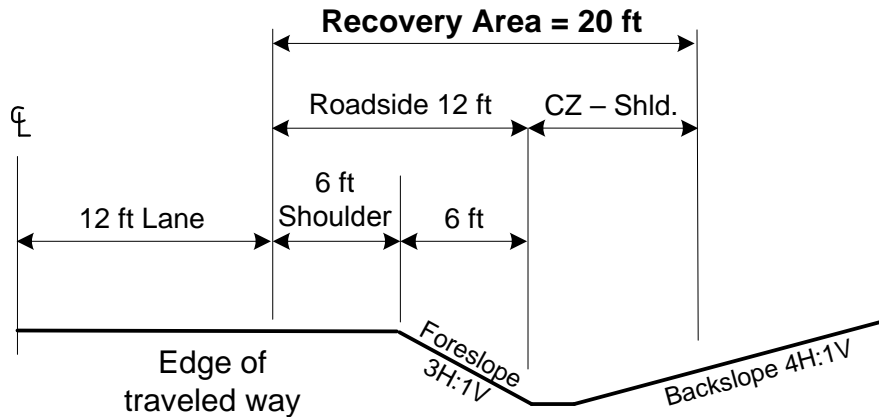
(3) Cut Sections: Conditions 1, 2, 3, and 4

(a) Cut Section: Condition 1

- No ditch
- Backslopes of 3H:1V or flatter

The Control Zone is read directly from the table based on posted speed, average daily traffic (ADT), and backslope.

- Step 1:** Locate posted speed
Step 2: Locate ADT
Step 3: Locate backslope
Step 4: Read CZ directly from table

Example:

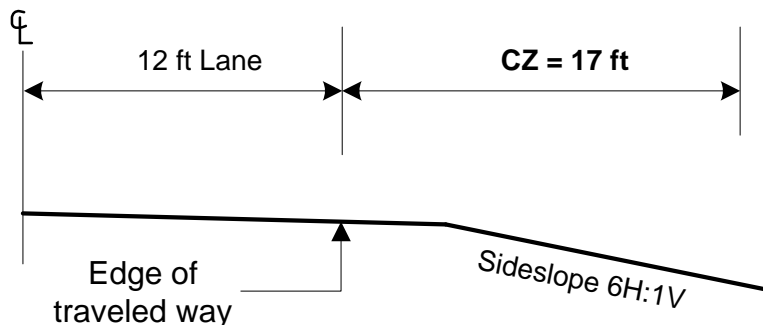
- Step 1: Speed is 40 mph
 Step 2: Traffic is 3000 ADT
 Step 3: Backslope is 4H:1V
 Step 4: Read from table, CZ is 14 feet
 Step 5: Roadside width is 12 feet (6-foot shoulder + 6-foot horizontal distance)
 Step 6: Shoulder width is 6 feet
 Step 7: (12 feet) + (14 feet – 6 feet) = 20 feet
 Control Zone = 20 feet

Control Zone Cut Section: Condition 4*Figure 900-6***(4) Fill Section: Conditions 5 and 6****(a) Fill Section: Condition 5**

- Sideslope is 4H:1V or flatter

The Control Zone distance is read directly from the table based on posted speed, sideslope, and average daily traffic (ADT).

- Step 1:** Locate posted speed
Step 2: Locate ADT
Step 3: Locate sideslope (use slope averaging formula; see [900.06\(1\)](#) when sideslope ratio varies)
Step 4: Read CZ directly from table

Example:

- Step 1: Speed is 50 mph
 Step 2: Traffic is 320 ADT
 Step 3: Sideslope is 6H:1V
 Step 4: Read 17 feet directly from table
 Control Zone = 17 feet

Control Zone Fill Section: Condition 5*Figure 900-7*

(b) Fill Section: Condition 6

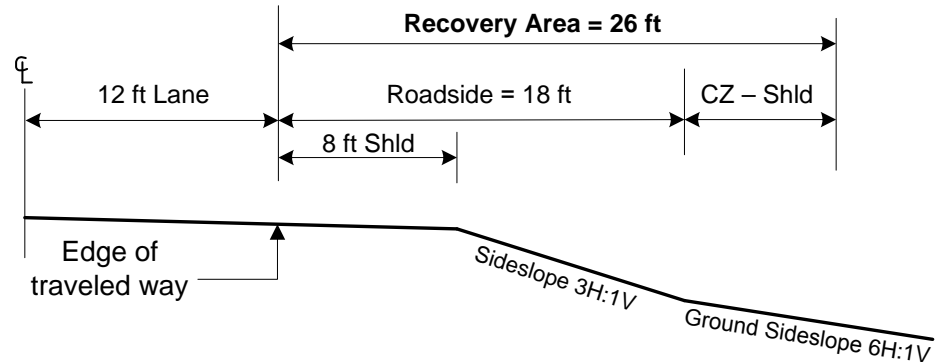
- Sideslope is 3H:1V or steeper*

The Control Zone distance is the recovery area, calculated using the Recovery Area Formula (see 900.07).

*Note: Recovery Area Formula normally applies to slopes steeper than 4H:1V, but not steeper than 3H:1V. For steeper slopes, the Recovery Area Formula may be used as a guide if the embankment height is 10 feet or less.

Recovery Area = shoulder width + horizontal nonrecoverable sideslope distance (roadside width) + (Control Zone distance from table – shoulder width)

- Step 1:** Locate posted speed
Step 2: Locate ADT
Step 3: Locate existing ground sideslope
Step 4: Read CZ distance from table
Step 5: Locate roadside width
Step 6: Locate shoulder width
Step 7: Use Recovery Area Formula

Example:

- Step 1: Speed is 40 mph
 Step 2: Traffic is 3000 ADT
 Step 3: Existing ground sideslope is 6H:1V
 Step 4: Read from table, CZ is 16 feet
 Step 5: Roadside width is 18 feet
 Step 6: Shoulder width is 8 feet
 Step 7: (18 feet) + (16 feet – 8 feet shld) = 26 feet
 Control Zone = 26 feet

Note: For positive (+) ground sideslopes, use Condition 3 or 4.

Control Zone Fill Section: Condition 6*Figure 900-8*

Appendix B

Utility Forms and Documents

DOT Form 130-017 EF	Agreement Review Transmittal	B-2
DOT Form 224-012 EF	Blanket Bond for Franchises and Permits	B-3
DOT Form 224-030 EF	Special Provisions for Permits and Franchises, Exhibit A	B-4
DOT Form 224-035 EF	City Construction and Maintenance Permit	B-7
DOT Form 224-047 EF	Utility Installations to Existing Bridges	B-11
DOT Form 224-048 EF	Individual Bond for Franchise or Permit.	B-13
DOT Form 224-051 EF	Acceptance of Assignment	B-14
DOT Form 224-053 EF	Utility Construction Agreement Work by Utility – State Cost	B-15
DOT Form 224-062 EF	Utility Construction Agreement Work by State – Utility Cost	B-20
DOT Form 224-071 EF	Utility Construction Agreement Work by State – Shared Cost	B-30
DOT Form 224-072 EF	Utility Preliminary Agreement Work by Utility – State Cost	B-26
DOT Form 224-077 EF	Utility Construction Agreement Work by State – State Cost	B-36
DOT Form 224-096 EF	Escrow Agreement Utilities.	B-40
DOT Form 224-157 EF	Stormwater Permit Special Provision	B-45
DOT Form 224-301 EF	Utility Preliminary Engineering Agreement Work by State – Utility Cost	B-47
DOT Form 224-693 EF	Application for Utility Permit (Stormwater Discharge)	B-51
DOT Form 224-696 EF	Application for Utility Permit or Franchise	B-56
DOT Form 224-697 EF	Utility Facility Description	B-61
DOT Form 224-699 EF	Application for Utility Permit or Franchise for United States Government Agencies	B-62
DOT Form 272-019 EF	Performance Evaluation Consultant Services	B-64
DOT Form 422-004 EF	Inspector’s Daily Report	B-69
DOT Form 422-004A EF	Inspector’s Daily Report – Diary Page	B-70
DOT Form 422-014	Construction Project Diary	B-71
Authority Matrix	B-76
Blanket Crossing Agreement With USBR		B-77
Category 4 Installation Authorization (Notice of Compliance).		B-105
Control Zone Variance Request Justification Questionnaire		B-106
Limited Access Encroachment Variance Request Justification Questionnaire		B-112
Longitudinal Median Installation Variance Request Justification Questionnaire		B-115
Notice of Filing		B-118
Open Cut Crossing Utility Trench Backfill Detail.		B-119
Open Cut Pavement Request Letter.		B-120
Open Cut Pavement Variance Request Justification Questionnaire.		B-121
Quitclaim Deed		B-124
Roadway Prism Open Trench Variance Request Justification Questionnaire		B-128
Scenic Classification Variance Request Justification Questionnaire		B-131
Shallow Depth Installation Variance Request Justification Questionnaire		B-134
Utility Object Relocation Record.		B-137
Utility Trench Backfill Detail.		B-138
Encasement Variance Justification		B-139



**Washington State
Department of Transportation**

Agreement Review Transmittal

Agreement Number	Task	Amendment	Region	Agreement Manager	Org. Code
Agreement Review Type		Form No.	HQ Agreement Reviewer		Received in HQ
Agreement Retention <input type="checkbox"/> Six (6) years <input type="checkbox"/> Twenty-Five (25) years <input type="checkbox"/> Seventy-Five (75) years <input type="checkbox"/> Chapter 39.34 RCW applies.					Completed Date
Payor/Payee Name and Address					Start Date
					Date Executed
					End Date
Project Title				Federal Employer ID Number / Statewide Vendor Number	
Project Description				Project Location	
				SR _____	
				MP _____ To _____	
				Control Section	
				Work Order Number	
				Fed Aid Project Number	
Agreement Budget					
Amount Payable by WSDOT	Allowed Overrun Percent %		<input type="checkbox"/> Reportable Under Performance Based Contracting Policy		
Amount Reimbursable to WSDOT	Advance Payment Amount				
Notes to HQ (Specify Accounting / Reviewer)					
HQ Agreement Review Comments					
Initiated By			Date	Phone	
			03/21/2012		

DOT Form 130-017 Revised 06/2011

Agreement Review Transmittal DOT Form 130-017 EF



Blanket Bond for Franchises and Permits

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That we, _____ of _____ County _____ as Principal, and _____ lawfully doing business in the State of Washington, as Surety, are held and firmly bound unto the State of Washington in the sum of \$10,000 DOLLARS, to be paid to the State of Washington for the use and benefit of any interested person, for which sum well and truly to be paid, said Principle and Surety, jointly and severally bind themselves, heirs, executors, administrators, and assigns, firmly by these presents.

WHEREAS, the above 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 and requirements of said permits and franchises, including but not limited to performance of the subject work and the proper restoration of slopes, slope treatment, right of way, 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 _____ day of _____, _____

NOTE: Below the signatures type or print the name and title of the Parties executing this bond.

Principal: _____

Address: _____

Telephone: _____

Signature: _____

Printed Name: _____

Title: _____

Surety: _____

Address: _____

Telephone: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Correspondence regarding this bond should be mailed to:

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**
Utilities, Railroads, and Agreements Section
310 Maple Park Ave SE
Olympia, W 98501-47239

ACCEPTED BY:

Signature: _____

Printed Name _____

Title: _____

Date: _____

DOT Form 224-012 EF
Revised 01/2015

Blanket Bond for Franchises and Permits DOT Form 224-012 EF



Special Provisions for Permits and Franchises

Applicable provisions are denoted by (X)

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

Name: _____	Name: _____
Title: _____	Title: _____
Street: _____	Street: _____
City: _____	City: _____
State: _____ Zip: _____	State: _____ Zip: _____
Phone: _____ Cell: _____	Phone: _____ Cell: _____
Fax: _____	Fax: _____

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

- 2. Prior to beginning the Work, a pre-construction conference shall be held at which the Department, 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 the Department's representative(s) (prior to the pre-construction conference)
- 3. 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 the Department. In addition, the Utility shall be off the highway by noon the day prior to a holiday unless authorized by the Department. 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 the Department to further restrict work within state-owned highway right of way at the Department's discretion. The hours of closure are subject to change if required by the Department.
- 4. 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 the Department Representative in section 1 and the Department Archaeologist:

Name: _____

Phone: _____

E-mail: _____

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

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 the Department’s representative, the Utility will promptly identify and locate by suitable field markings any and all of its underground facilities so that the Department 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 the Department at the WSDOT Headquarters Utilities Unit in Olympia, WA.
9. The Utility or its contractor shall provide a surety bond to the Department in the amount of \$ _____, written by a surety company authorized to do business in the State of Washington, or shall set up a Department-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 the Department 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 Department property and right of way to the satisfaction of the Department.
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 \$1 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.

Special Provisions for Permits and Franchises, Exhibit A *DOT Form 224-030 EF (Page 2 of 3)*

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 the Department 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 the Department 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 the Department 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 the Departments *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 Department 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 the Department.
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 the Department, 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 _____.



Individual Bond for Franchise and Permit

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That we, _____
of _____ County _____ as Principal, and
_____, lawfully doing business in the State of Washington, as Surety, are held and
firmly bound unto the State of Washington, for the benefit of any interested person, in the sum of _____
thousand dollars, to be paid to the State of Washington for the use and benefit of any interested person, for which sum well and
truly to be paid, said Principle and Surety jointly and severally bind themselves, heirs, executors, administrators, and assigns,
firmly by these presents:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT,

WHEREAS, the above 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,
application for a Permit or Franchise 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 and requirements of said permits and
franchises, including but not limited to performance of the subject work and the proper restoration of slopes, slope treatment, right of
way, 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.

PROVIDED, HOWEVER, UPON THE FOLLOWING EXPRESS CONDITIONS that the Surety shall have the right to withdraw as
Surety heron, by giving the Principal and the Washington State Department of Transportation thirty (30) days written notice of such
withdrawal, but the Surety shall not be discharged from any liability incurred or accrued prior to said date of termination.

WITNESS our hands and seals this _____ day of _____, _____

NOTE: Below the signatures type or print the name and title
of the Parties executing this bond

Principal: _____

Address: _____

Telephone: _____

By: _____

Title: _____

Surety: _____

Address: _____

Telephone: _____

Correspondence regarding this bond should be mailed to:
WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

Region: _____

Address: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

DOT Form 224-048
Revised 04/2015

Individual Bond for Franchise or Permit DOT Form 224-048 EF



Acceptance of Assignment (Transfer of Ownership)

_____ (Assignor) hereby assigns
to _____ (Assignee) effective
_____ (date) , Permit(s) and/or Franchise Number(s):

The Assignee hereby takes and accepts the aforesaid Permit(s) and/or Franchise(s) granted by, or on behalf of, the Washington State Department of Transportation (WSDOT) and agrees to keep, perform, and observe the terms and conditions of said Permit(s) and Franchise(s).

Fees in the amount of fifty dollars (\$50) shall be paid to cover the basic administrative expenses incident to the processing of this application pursuant to WAC 468-34 and RCW 47.44 and amendments thereto. The applicant promises to pay any additional costs incurred by the Washington State Department of Transportation (Department) on behalf of the Assignee.

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

NOTE: Print or type the names and official titles of the persons signing and authorized to bind each of the Parties.

Assignor Signature: _____

Name (print): _____

Title: _____

Date: _____

Assignee Signature: _____

Name (print): _____

Title: _____

Date: _____

Accepted by WSDOT this _____ day of _____, _____.

**Washington State
Department of Transportation**

By: _____

Title: _____

DOT Form 224-051 EF
Revised 05/2014

**Acceptance of Assignment
DOT Form 224-051 EF**



Utility Construction Agreement Work by Utility - State Cost			Organization and Address
Agreement Number	Region		Project Title / Location
Control Section	State Route	Mileposts From To	
Estimated Agreement Amount			

This Utility Construction Agreement is made and entered into between the State of Washington Department of Transportation (STATE) and the above named UTILITY.

WHEREAS, the STATE is planning the construction or improvement of the State Route as shown above for the identified STATE project, and in connection therewith, it is necessary to remove and/or relocate and/or construct certain UTILITY facilities (Work), and

WHEREAS, the STATE is responsible for the cost of the Work affecting the UTILITY's facilities located pursuant to a documented ownership of and/or interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by the STATE project, and

WHEREAS, the Work shall be defined as all materials, equipment, labor, contract administration and any other effort required to perform the relocation, construction, and/or removal of the UTILITY's facilities, and

WHEREAS, it is deemed to be in the best public interest for the UTILITY to perform the relocation, removal, or construction of its facilities,

NOW, THEREFORE, pursuant to RCW 47.01.210 and chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. CONSTRUCTION, INSPECTION, AND ACCEPTANCE

- 1.1 **Program Guide:** *Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments under this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.
- 1.2 **Betterment:** A betterment is any improvement to the UTILITY's facilities not required by code, regulation, standard industry practice, or any other applicable regulation. If any of the Work constitutes a betterment as defined in the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the UTILITY is solely responsible for the costs of such improvement.
- 1.3 **Accrued Depreciation:** Accrued depreciation may be applied to any of the UTILITY's major facilities, such as a building, pump station, power plant, etc. Accrued depreciation shall not apply to the UTILITY's primary facilities, such as pipelines, conductors, poles, cable, conduit, etc. If any UTILITY facility does qualify for an adjustment due to accrued depreciation as defined in Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the costs are calculated according to the formula in the Program Guide and the result is shown as a UTILITY cost in Exhibit B Cost Estimate.

- 1.4 The UTILITY shall furnish the labor, materials, equipment, and tools required for and perform the Work in constructing, removing and/or relocating the UTILITY facilities, in accordance with Exhibit A, Special Provisions, and Exhibit C, Plans.
- 1.5 If the UTILITY is not adequately staffed or equipped to perform all the Work required herein, the UTILITY may have all or part of this Work done by a contract let by the UTILITY, as follows:
- 1.5.1 Before contracting out any Work, the UTILITY shall obtain written authorization from the STATE, and the STATE may require the UTILITY to advertise and solicit bids for the contract Work.
- 1.5.2 If the STATE requires the Work to be advertised and bid, the UTILITY shall provide a copy of all bid documents to the STATE seven (7) calendar days prior to the advertisement date, or as specified in Exhibit A, for STATE comment.
- 1.5.3 The UTILITY shall notify the STATE at least three (3) working days in advance of the location and time of the bid opening so that a STATE representative may attend the bid opening.
- 1.5.4 The UTILITY shall supply a copy of the three lowest bids with itemized bid amounts to the STATE within seven (7) calendar days of bid opening.
- 1.5.5 If the UTILITY elects to use other than the lowest bid contractor, the UTILITY shall provide written justification to the STATE for the use of that contractor and bid price. The STATE shall review the UTILITY's written justification, and if the STATE does not agree therewith and the UTILITY awards the bid to other than the lowest bid contractor, the UTILITY shall be responsible for the cost difference between the amount of the lowest bid and the amount of the awarded contract.
- 1.6 If the UTILITY desires to have the Work performed under an existing contract, the STATE may require the UTILITY to provide the STATE with a copy of the contract for the STATE's written approval of the contractor and contract charges.
- 1.7 The Parties agree that nothing in the STATE's approval of a UTILITY contractor or bid shall be for the benefit of the UTILITY; all such approvals, whether written or verbal, shall be solely for the benefit of the STATE and shall not establish a contractual relationship among the STATE, the UTILITY, and the UTILITY's contractor.
- 1.8 All of the UTILITY's Work, construction procedures, materials, and/or utility installation, as provided under this Agreement, shall be subject to STATE inspection for solely the benefit of the STATE's payment, state highway and/or STATE project. The UTILITY shall promptly notify the STATE in writing when the Work is completed. The STATE shall inspect the Work for compliance with the Exhibits attached to this Agreement. The STATE will notify the UTILITY in writing of any non-compliance that would impact the STATE's payment, state highway and/or STATE project. The UTILITY agrees to make the necessary changes to satisfy the STATE requirements or adjust the invoice. The STATE's inspection shall not reduce or modify the UTILITY's responsibility for the Work.
- 1.9 Upon completion of the Work, the UTILITY agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without STATE liability or expense.

2. AUTHORITY TO BEGIN WORK AND WORK SCHEDULE

- 2.1 The UTILITY agrees not to begin Work until the STATE has provided written notice, authorizing the UTILITY to begin Work. The STATE shall not be obligated to reimburse the UTILITY for any Work performed before the date of notification.
- 2.2 The UTILITY agrees to schedule and perform the Work in such manner as not to delay or interfere with the STATE's contractor in the performance of the STATE's project. The UTILITY shall be responsible for any costs resulting from delay of, or interference with, the STATE's project contractor, to the extent the delay or interference is attributable to the UTILITY or the UTILITY's contractor. Any mutually agreed conditions or requirements for avoidance of delay of, or interference with, the STATE's project contractor shall be included in Exhibit A.

3. COMPLIANCE

- 3.1 The UTILITY agrees to comply with all applicable requirements of the STATE 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.

- 3.2 The UTILITY agrees to comply with all applicable laws and environmental requirements of any jurisdictional agency and is responsible for obtaining any necessary environmental permits required in order to perform the Work.
- 3.3 The UTILITY agrees to obtain and comply with any other permits from any jurisdictional agency that are required in order for the UTILITY to perform the Work.

4. PAYMENT

- 4.1 The STATE is responsible for the cost of the Work, excluding all betterment work, for the UTILITY's facilities that are located pursuant to a documented ownership interest in real property, such as an easement, fee title, or court finding of prescriptive right, which are impacted by the STATE project, as shown in Exhibits A and B. Exhibit B, Cost Estimate, contains an itemized cost estimate of STATE-responsible costs for the Work to be performed by the UTILITY.
- 4.2 The STATE, in consideration of the faithful performance of the Work to be done by the UTILITY, agrees to reimburse the UTILITY for the actual direct and related indirect cost of the Work, excluding all betterment work, for which the STATE is responsible as defined in Exhibits A and B. The UTILITY agrees to invoice the STATE and provide supporting documentation for all charges, and the STATE agrees to pay the UTILITY within thirty (30) days of receipt of an invoice. Payments shall not be more frequent than one per month. A partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.
- 4.3 The UTILITY shall submit a final invoice to the STATE within ninety (90) calendar days following completion of the Work. In the event that the final invoice reveals an overpayment to the UTILITY, the UTILITY agrees to refund such overpayment to the STATE within thirty (30) days.
- 4.4 **State Fiscal Year End Closure Requirements (chapter 43.88 RCW):** Any invoices for work performed between July 1 and June 30 of any given year must be submitted to the STATE no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the UTILITY is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by the STATE for work performed by the UTILITY prior to July 1 must be submitted to the STATE no later than July 19th of the same year in order for the STATE to accrue the amount necessary for payment. The UTILITY will thereafter submit any remaining invoices to the STATE for such work as soon as possible. Failure to comply with these requirements may result in the need for the STATE to file for approval of belated claims pursuant to chapter 43.88 RCW, which may significantly delay payment. The STATE shall not be required to pay to the UTILITY late payment fees, interest, or incidental costs incurred by the UTILITY or any other costs related to a delayed payment if the UTILITY fails to comply with the invoice requirements of this Section.

5. CHANGE IN WORK OR COST INCREASE

- 5.1 The Parties agree that should unforeseen conditions or circumstances require additional or changes in Work from what Exhibits A and C provide, and/or increases in costs above the Exhibit B Cost Estimate by more than (____) percent, an Amendment is required. If the additional or change in Work must be immediately performed in order to avoid project schedule delays and/or to avoid additional project costs, the STATE Representative identified in Exhibit A may authorize such additional or change in Work and/or increased costs in advance of formal Amendment execution; provided that, (a) the UTILITY submits to the STATE a written description of the additional or change in Work and a cost estimate, (b) the STATE Capital Program Development and Management Office (CPDM) verifies that funds are available within the project budget to cover the additional costs, and (c) if verified by CPDM, the STATE Representative shall provide the UTILITY with a written authorization. The STATE Representative's written authorization shall be subject to all the terms and conditions of the Agreement. The UTILITY may not be reimbursed for any costs above the Exhibit B Cost Estimate until an Amendment has been executed.
- 5.2 Should it be necessary to modify Exhibit A, Special Provisions, the UTILITY agrees to immediately notify the STATE of all proposed changes, and the STATE agrees to provide written notice of its acceptance or rejection of the change(s), in writing, within _____ (____) working days.

6. FRANCHISE, PERMIT OR EASEMENT

- 6.1 The UTILITY shall apply for a permit, franchise or an amendment to its current franchise for those new or modified UTILITY facilities that will be located within the STATE's right of way. After receiving the application, the STATE will issue the UTILITY a permit or a new or amended franchise.

- 6.2 Upon completion of the Work covered under this Agreement, the UTILITY agrees to prepare, execute and deliver to the STATE a quit claim deed for all existing easements, fee title, or court finding of prescriptive right, which will be vacated as a result of the relocation of UTILITY facilities and as identified in Exhibit A.
- 6.3 In exchange for the quit claim deed, the STATE agrees to grant or issue the UTILITY an easement, permit, or franchise, as defined in Exhibit A, for those UTILITY facilities which will remain on or which cross the STATE's right-of-way and for which the UTILITY had an easement, fee title or court finding of prescriptive right. A legal description of and use conditions for an easement to be granted encumbering STATE right of way shall be included in Exhibit A.

7. RIGHT OF ENTRY

- 7.1 Subject to the UTILITY obtaining all required permits and meeting any other requirements for Work conducted within state-owned right of way, the STATE hereby grants the UTILITY a right of entry upon all land in which the STATE has interest for the purpose of performing the Work. Upon completion of the Work, this right of entry shall terminate except as otherwise provided in Section 6.
- 7.2 A STATE grant of access and right of entry onto an interstate limited access right of way may require additional conditions, for example, a traffic control plan will be required if the UTILITY's Work will impact highway traffic. The Parties agree that all UTILITY access and right of entry provisions affecting an interstate limited access right of way will be identified in Exhibit A, Special Provisions. Upon completion of the Work, this right of entry shall terminate except as otherwise provided in Section 6.
- 7.3 The UTILITY shall not enter state-owned right of way without first having a STATE-issued written right of entry.

8. GENERAL PROVISIONS

- 8.1 **Indemnification:** To the extent authorized by law, the UTILITY and STATE shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party'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, their respective employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the UTILITY or STATE, and provided further, that nothing herein shall require the UTILITY or STATE to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement.
- 8.2 **Disputes:** If a dispute occurs between the UTILITY and the STATE at any time during the prosecution of the Work, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share the cost of a mediator or arbiter.
- 8.3 **Venue:** In the event that either 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 the superior court situated in Thurston County, Washington. Each Party shall be responsible for its own attorney's fees and costs.
- 8.4 **Termination:**
- 8.4.1 The UTILITY understands that the STATE retains the right to terminate this Agreement for convenience upon thirty (30) calendar days written notice to the UTILITY. In the event that the STATE exercises this termination right, the STATE will reimburse the UTILITY for all allowable costs under this Agreement incurred prior to the date of termination.
- 8.4.2 In the event funding for the Work is withdrawn, reduced, or limited in any way after the execution date of this Agreement and prior to normal completion, the STATE may terminate the Agreement upon less than the thirty (30) calendar day notice requirement in section 8.4.1, subject to renegotiation at STATE's sole option pursuant to the revised funding limitations and conditions.
- 8.5 **Amendments:** This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.

- 8.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.
- 8.7 Audit and Records: During the progress of the Work and for a period of not less than three (3) years from the date of final payment. The UTILITY shall maintain the records and accounts pertaining to the Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the STATE, State of Washington, and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.
- 8.9 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year last written below.

UTILITY

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

APPROVED AS TO FORM

By: _____
Ann E. Salay, Senior Assistant Attorney General

Date: 10-21-15 _____

Note: Any change to this Form requires review by the Office of the Attorney General



Utility Construction Agreement Work by State - Utility Cost		Utility Name and Address
Agreement Number	Region	Project Title / Location
State Route	Mileposts From To	
Estimated Agreement Amount \$		Advance Payment Amount <input type="checkbox"/> N/A \$

This Utility Construction Agreement is made and entered into between the State of Washington Department of Transportation, herein (STATE) and the above named UTILITY.

WHEREAS, the STATE is planning the construction or improvement of the State Route as shown above for the listed STATE Project, and in connection therewith, it is necessary to remove and/or relocate and/or construct certain UTILITY facilities, herein the (Work), and

WHEREAS, the UTILITY is responsible for (1) the cost of the Work for UTILITY facilities located without a documented ownership of and/or interest in real property, such as being located pursuant to a franchise, a permit, or undocumented permission, (2) all betterments, and (3) new facilities, and

WHEREAS, the Work shall be defined as all materials, equipment, labor, contract administration and any other efforts required to perform the relocation, construction, and/or removal of the UTILITY's facilities, and

WHEREAS, the Work includes Betterments; Installation of New Facilities; Protection in Place; Relocation of Facilities without Property Rights or located on state-owned right of way pursuant to a franchise or permit, and/or; Removal of Existing Facilities from the STATE right of way, and

WHEREAS, it is deemed to be in the best public interest for the STATE to include the Work in the STATE's Project,

NOW, THEREFORE, pursuant to RCW 47.01.210 and chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS AND BIDS

- 1.1 Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments for this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.
- 1.2 Betterment: A betterment is any improvement to the UTILITY's facilities not required by code, regulation, standard industry practice, or any other applicable regulation. If any of the Work constitutes a betterment as defined in the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the UTILITY is solely responsible for the costs of such improvement.
- 1.3 The STATE, acting on behalf of the UTILITY, agrees to perform the UTILITY facilities Work in accordance with Exhibit A, Special Provisions, and Exhibit C, Plans, where either: (1) UTILITY supplied the Work plans and special provisions to the STATE, or (2) STATE developed the Work plans and special provisions from UTILITY-provided information.

The STATE will incorporate the Plans and Special Provisions into the STATE Project in accordance with UTILITY requirements. The UTILITY agrees that it is solely responsible for insuring that all Special Provisions, Plans and UTILITY standards are met and that it has supplied the STATE with all applicable standards, codes, regulations, or any other requirements the UTILITY is obligated to meet, unless otherwise noted.

- 1.4 The UTILITY has reviewed and approved the Work Special Provisions and Plans that will be incorporated into the STATE Project. The STATE will advertise the Work and Project for bids. The STATE will be the UTILITY's representative during the Ad and award period. When requested by the STATE, the UTILITY shall timely assist the STATE in answering bid questions and resolving any design issues that may arise associated with the Work. All comments and clarifications must go through the STATE. If the UTILITY supplied the Work plans and special provisions, the UTILITY agrees to provide the STATE with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 1.5 The STATE will provide the UTILITY with written notification of the bid price no later than five (5) days after award for all Work items for which the UTILITY is responsible for the cost. The UTILITY shall respond in writing to the STATE, stating its Acceptance or Rejection of the Work items, within two (2) working days.
- 1.6 Should the UTILITY reject the bid Work items for which it has cost responsibility:
- 1.6.1 The STATE shall delete said items from the Project. The UTILITY agrees to reimburse the STATE for engineering costs and direct and related indirect costs incurred by the STATE associated with deleting the bid Work items from the Project, including any redesign, reengineering or re-estimating, if necessary, to delete the Work items, and the UTILITY agrees to pay such costs upon receipt of a STATE invoice.
- 1.6.2 The UTILITY agrees that should it reject the bid Work items for which it has cost responsibility, it shall continue to be obligated to timely relocate its facilities as required by the STATE Project. The UTILITY further agrees that should its actions delay or otherwise damage the STATE Project, it shall be liable for such costs.

2. CONSTRUCTION, INSPECTION, AND ACCEPTANCE

- 2.1 The STATE agrees to administer the Work on behalf of the UTILITY.
- 2.2 The UTILITY agrees to disconnect and/or reconnect its facilities as required by the STATE when such disconnection or reconnection is required to be performed by the UTILITY. The Parties agree to define disconnect and/or reconnection requirements, including notification and response in Exhibit A. The STATE agrees, as part of the Work, to remove disconnected and/or abandoned facilities at the UTILITY's cost. UTILITY facilities not removed pursuant to this Agreement shall remain the ownership, operation and maintenance responsibility of the UTILITY.
- 2.3 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 such materials and the STATE agrees, the value of salvaged materials will be paid to the STATE in an amount not less than that required by the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*.
- 2.4 The UTILITY may furnish an inspector for the Work. The UTILITY agrees that it is solely responsible for all such inspection costs. The UTILITY's inspector shall not directly contact the STATE's contractor. All contact between the UTILITY's inspector and the STATE's contractor shall be through the STATE's representatives. The STATE's Project Construction Engineer may require the removal and/or replacement of the UTILITY's inspector if the inspector interferes with the STATE's Project, STATE's contractor and/or the Work.

OR

- 2.4 The UTILITY shall furnish an inspector for the Work. The UTILITY agrees that it is solely responsible for all such inspection costs. The UTILITY's inspector shall not directly contact the STATE's contractor. All contact between the UTILITY's inspector and the STATE's contractor shall be through the STATE's representatives. The STATE's Project Construction Engineer may require the removal and/or replacement of the UTILITY's inspector if the inspector interferes with the STATE's Project, STATE's contractor and/or the Work.

- 2.5 The STATE shall promptly notify the UTILITY in writing when the Work is completed.
- 2.6 The UTILITY shall, within _____ (____) working days of being notified that the Work is completed: (a) 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 and the STATE's administration thereof, or (b) deliver to the STATE written reasons why the Work does not comply with the previously approved Plans and Special Provisions.
- The UTILITY agrees to work diligently and in good faith with the STATE to resolve any issues so as not to delay the STATE's Project. If all issues are resolved, the UTILITY agrees to deliver to the STATE a letter of acceptance as provided herein.
- 2.7 If the UTILITY does not respond within _____ (____) working days as provided in Section 2.6, the Work and the administration thereof will be deemed accepted by the UTILITY, and the STATE shall be released from all future claims and demands.
- 2.8 Upon completion and acceptance of the Work pursuant to Sections 2.6 or 2.7, the UTILITY agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without STATE liability or expense.
- 2.9 The STATE will prepare the final construction documentation in general conformance with the STATE's Construction Manual. The STATE will maintain one set of plans as the official "as-built" set, then make notations in red of all plan revisions typically recorded per standard STATE practice, as directed by the STATE's Construction Manual. Once the UTILITY has accepted the Work per Section 2.6 or 2.7, the STATE upon request by the UTILITY will provide one reproducible set of contract as-builts to the UTILITY, and the UTILITY agrees to pay the cost of reproduction upon receipt of a STATE invoice

3. PAYMENT

- 3.1 The UTILITY agrees that it shall be responsible for the actual direct and related indirect costs, including mobilization, construction engineering, contract administration and overhead costs, associated with the Work. The cost of this Work is estimated to be _____ Dollars (\$ _____). An itemized estimate of UTILITY-responsible costs for Work to be performed by the STATE on behalf of the UTILITY is included in Exhibit B, Cost Estimate.
- 3.2 When applicable the UTILITY agrees to pay the STATE the "Advance Payment Amount" stated above within twenty (20) calendar days after the STATE submits its first partial payment request to the UTILITY. The advance payment represents fifteen (15) percent of the estimate of cost for which the UTILITY is responsible. The advance payment will be carried throughout the life of the Work with final adjustment made in the final invoice
- 3.3 The Parties acknowledge and agree that the STATE does not have the legal authority to advance state funds for the UTILITY's Work under this Agreement. Should the UTILITY fail to make payment according to the terms of this Agreement, the STATE shall have the right to terminate this Agreement, charging the UTILITY for all associated costs of termination, including non-cancellable items, as well as associated Project delay and contractor claims. Such termination shall not relieve the UTILITY's obligation to timely relocate its facilities as provided under Section 1.6.2
- 3.4 The UTILITY, in consideration of the faithful performance of the Work to be done by the STATE, agrees to pay the STATE for the actual direct and related indirect cost of all Work for which the UTILITY is responsible, including mobilization, construction engineering, administration and overhead costs. The STATE shall invoice the UTILITY and provide supporting documentation therefore, and the UTILITY agrees to pay the STATE within thirty (30) calendar days of receipt of an invoice. A partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.

4. CHANGE IN WORK OR COST INCREASE

- 4.1 The Parties agree that should unforeseen conditions or circumstances require additional or changes in Work from what Exhibits A and C provide, and/or increases in costs above the Exhibit B Cost Estimate by more than (TEST) percent, an Amendment is required. If the additional or change in Work must be immediately performed in order to avoid project schedule delays and/or to avoid additional Project costs, the UTILITY Representative identified in Exhibit A may authorize such additional or change in Work and/or increased costs in advance of formal Amendment execution; provided that, the STATE submits to the UTILITY a written description of the additional or change in Work and a cost estimate. The UTILITY Representative's written authorization shall be subject to all the terms and conditions of the Agreement.
- 4.2 The UTILITY may request in writing additions or changes to the Work from what is provided in the Exhibits through the STATE. The STATE will implement the requested modifications as elective changes, provided that a modification does not negatively impact the STATE's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or STATE design policies, and does not unreasonably delay critically scheduled Project contract activities.
- 4.3 All elective changes to the Work shall be approved in writing by the UTILITY before the STATE directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The UTILITY agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 3.
- 4.4 The STATE will make available to the UTILITY all change order documentation related to the Work.

5. FRANCHISE OR PERMIT

- 5.1 The UTILITY shall apply for a permit, franchise or an amendment to its current franchise for those new or modified UTILITY facilities that will be located within the STATE's right of way. After receiving the application, the STATE will issue the UTILITY a permit or a new or amended franchise.

6. RIGHT OF ENTRY

- 6.1 The UTILITY agrees to arrange for rights of entry upon all privately owned lands upon which the UTILITY has a claimed property right and which are necessary to perform the Work. The UTILITY also agrees to obtain all necessary permissions for the STATE to perform the Work on such lands, which may include reasonable use restrictions on those lands. The UTILITY agrees to provide the rights of entry and applicable permissions under this section to the STATE within () calendar days of entering into this Agreement. Upon completion of the Work on such lands, the rights of entry and permissions shall terminate.

7. GENERAL PROVISIONS

- 7.1 Indemnification: To the extent authorized by law, the UTILITY and STATE shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party'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, their respective employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the UTILITY or STATE, and provided further, that nothing herein shall require the UTILITY or STATE to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement.

- 7.2 Disputes: If a dispute occurs between the UTILITY and the STATE at any time during the prosecution of the Work, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share the cost of a mediator or arbiter.
- 7.3 Venue: In the event that either 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 the superior court situated in Thurston County, Washington. Each Party shall be responsible for its own attorney's fees and costs.
- 7.4 Termination:
- 7.4.1 Unless otherwise provided herein, the UTILITY may terminate this Agreement upon thirty (30) calendar days written notice to the STATE. If this Agreement is terminated by the UTILITY prior to the fulfillment of the terms stated herein, the UTILITY shall reimburse the STATE for all actual direct and related indirect expenses and costs, including mobilization, construction engineering, contract administration and overhead costs, incurred up to the date of termination associated with the UTILITY Work, as well as the cost of non-cancelable obligations, including any redesign, reengineering or re-estimating, if necessary, to delete the Work, and contractor claims, if any, payment in accordance with Section 3. Further, the UTILITY acknowledges and agrees that should it terminate this Agreement, such termination shall not relieve the UTILITY from its responsibility to design, remove, relocate and/or construct its facilities so as not to delay or conflict with the STATE's Project. The STATE agrees to provide to the UTILITY all Work-related documents upon final payment by the UTILITY.
- 7.4.2 Unless otherwise provided herein, the STATE may terminate this Agreement upon thirty (30) calendar days written notice to the UTILITY. Should the STATE terminate this Agreement, the UTILITY shall reimburse the STATE for all actual direct and related indirect expenses and costs, including mobilization, construction engineering, contract administration and overhead costs, incurred by the STATE up to the date of termination associated with the UTILITY Work. The UTILITY acknowledges and agrees that should the STATE terminate this Agreement, such termination shall not relieve the UTILITY from its responsibility to design, remove, relocate and/or construct its facilities so as not to delay or conflict with the STATE's Project. The STATE agrees to provide to the UTILITY all Work-related documents upon final payment by the UTILITY.
- 7.5 Amendments: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.
- 7.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.
- 7.7 Audit and Records: During the progress of the Work and for a period of not less than three (3) years from the date of final payment, both Parties shall maintain the records and accounts pertaining to the Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the other Party, State of Washington, and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.
- 7.8 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year last written below.

UTILITY

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

APPROVED AS TO FORM

By: _____
Ann E. Salay, Senior Assistant Attorney General

Date: 10-21-15 _____

Note: Any changes to this Form requires review by the Office of the Attorney General



<p align="center">Utility Preliminary Engineering Agreement Work by Utility - State Cost</p>			Utility Name and Address		
			Project Title / Location		
Agreement Number		Region			
Control Section	State Route	Mileposts From To			
Estimated Agreement Amount					

This Utility Preliminary Engineering Agreement, herein "Agreement," is made and entered into between the State of Washington, Department of Transportation, herein "STATE," and the above named Utility, herein "UTILITY."

WHEREAS, the STATE is planning the construction or improvement of the State Route as shown above for the listed STATE project, and in connection therewith, it is necessary to remove, relocate or construct certain UTILITY facilities, and

WHEREAS, the STATE is responsible for the cost of the preliminary engineering for the UTILITY's facilities that are located pursuant to a documented ownership interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by the STATE project, but the STATE is not responsible for preliminary engineering costs associated with facility betterments, and

WHEREAS, it is deemed to be in the best public interest for the UTILITY to develop the preliminary engineering, including the preparation of plans, specifications and cost estimate, herein the "Work," for the removal, relocation or construction of the UTILITY's facilities as part of the STATE's project, and

WHEREAS, the STATE and the UTILITY intend to enter into a Utility Construction Agreement to cover the actual construction, relocation, and/or removal of the UTILITY's facilities,

NOW, THEREFORE, pursuant to chapter RCW 47.10.210 and chapter 47.44 RCW, and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS AND BIDS

- 1.1 Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments under this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.
- 1.2 Betterment: A betterment is any improvement to the UTILITY's facilities not required by code, regulation, standard industry practice, or any other applicable regulation. If any of the Work constitutes a betterment as defined in the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the UTILITY is solely responsible for the preliminary engineering costs of such improvement.
- 1.3 The UTILITY agrees to perform the preliminary engineering, including the preparation of plans, specifications and cost estimates (PS&E), herein the "Work," for the removal, relocation, and/or construction of the UTILITY's facilities impacted by the STATE's project. Should the Work include betterments to the facilities, the UTILITY shall identify such betterments for STATE review. The STATE has provided to the UTILITY a copy of the STATE's project plans, identified as Exhibit C.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year last written below.

UTILITY

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Utility Preliminary Agreement Work by Utility – State Cost
DOT Form 224-072 EF (Page 4 of 4)



Utility Construction Agreement Work by State - Shared Cost			Utility Name and Address		
			Agreement Number		Region
Control Section	State Route	Mileposts			
		From	To		
Estimated Agreement Amount		Advance Payment Amount		State Share Amount	Utility Share Amount
				%	%

This Utility Construction Agreement is made and entered into between the State of Washington Department of Transportation (STATE) and the above named UTILITY.

WHEREAS, the STATE is planning the construction or improvement of the State Route as shown above for the identified STATE Project, and in connection therewith, it is necessary to remove and/or relocate and/or construct certain UTILITY facilities (Work), and

WHEREAS, the STATE is responsible for the cost of the Work affecting the UTILITY's facilities located pursuant to a documented ownership of and/or interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by the STATE Project, and

WHEREAS, the Work shall be defined as all materials, equipment, labor, contract administration and any other effort required to perform the relocation, construction, and/or removal of the UTILITY's facilities, and

WHEREAS, the Work includes Betterments; Relocation of Facilities with Property Rights; Facilities without Property Rights; Installation of New Facilities; Removal of Existing Facilities from the STATE right of way, and

WHEREAS, the UTILITY is responsible for (1) the cost of the Work for UTILITY facilities located without a documented ownership of and/or interest in real property, such as being located pursuant to a franchise, a permit, or undocumented permission, (2) all betterments, and (3) new facilities, and

WHEREAS, it is deemed to be in the best public interest for the STATE to include the Work in the STATE's Project,

NOW, THEREFORE, pursuant to RCW 47.10.210 and chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS AND BIDS

- 1.1 Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments under this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.
- 1.2 Betterment: A betterment is any improvement to the UTILITY's facilities not required by code, regulation, standard industry practice, or any other applicable regulation. If any of the Work constitutes a betterment as defined in the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the UTILITY is solely responsible for the costs of such improvement.

- 1.3 Accrued Depreciation: Accrued depreciation may be applied to any of the UTILITY's major facilities, such as a building, pump station, power plant, etc. Accrued depreciation shall not apply to the UTILITY's primary facilities, such as pipelines, conductors, poles, cable, conduit, etc. If any UTILITY facility does qualify for an adjustment due to accrued depreciation as defined in Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the costs are calculated according to the formula in the Program Guide and the result is shown as a UTILITY cost in Exhibit B Cost Estimate.
- 1.4 The STATE, acting on behalf of the UTILITY, agrees to perform the UTILITY facilities Work in accordance with Exhibit A, Special Provisions, and Exhibit C, Plans, where either: (1) UTILITY supplied the Work plans and special provisions to the STATE, or (2) STATE developed the Work plans and special provisions from UTILITY-provided information. The STATE has incorporated the Plans and Special Provisions into the STATE Project in accordance with UTILITY requirements. The UTILITY agrees that it is solely responsible for insuring that all Special Provisions, Plans and UTILITY standards are met and that it has supplied the STATE with all applicable standards, codes, regulations, or any other requirements the UTILITY is obligated to meet, unless otherwise noted.
- 1.5 The UTILITY has reviewed and approved the Work Special Provisions and Plans that have been incorporated into the STATE Project. The STATE will advertise the Work and Project for bids. The STATE will be the UTILITY's representative during the Ad and award period. When requested by the STATE, the UTILITY shall timely assist the STATE in answering bid questions and resolving any design issues that may arise that are associated with the Work. All comments and clarifications must go through the STATE. If the UTILITY supplied the Work plans and special provisions, the UTILITY agrees to provide the STATE with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 1.6 The STATE will provide the UTILITY with written notification of the bid price on the day of bid opening for all Work items for which the UTILITY is responsible for the cost. The UTILITY shall respond in writing to the STATE, stating its Acceptance or Rejection of the Work items, within two (2) working days.
- 1.7 Should the UTILITY reject the bid Work items for which it has cost responsibility:
- 1.7.1 The STATE shall delete said items from the Project. The UTILITY agrees to reimburse the STATE for engineering costs and direct and related indirect costs incurred by the STATE associated with deleting the bid Work items from the Project, including any redesign, reengineering or re-estimating, if necessary, to delete the Work items, and the UTILITY agrees to pay such costs upon receipt of a STATE invoice.
- 1.7.2 The UTILITY agrees that should it reject the bid Work items for which it has cost responsibility, it shall continue to be obligated to timely relocate its facilities as required by the STATE Project. The UTILITY further agrees that should its actions delay or otherwise damage the STATE Project, it shall be liable for such costs.

2. CONSTRUCTION, INSPECTION, AND ACCEPTANCE

- 2.1 The STATE agrees to administer the Work on behalf of the UTILITY.
- 2.2 The UTILITY agrees to disconnect and/or reconnect its facilities as required by the STATE when such disconnection or reconnection is required to be performed by the UTILITY. The Parties agree to define disconnect and/or reconnection requirements, including notification and response in Exhibit A. The STATE agrees, as part of the Work, to remove disconnected and/or abandoned facilities at the cost of either the STATE or UTILITY, whichever is responsible for such costs. UTILITY facilities not removed pursuant to this Agreement shall remain the ownership, operation and maintenance responsibility of the UTILITY.
- 2.3 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 such materials and the STATE agrees, the value of salvaged materials will be paid to the STATE in an amount not less than that required by the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*.

- 2.4 The UTILITY may furnish an inspector for the Work. The UTILITY agrees that it is solely responsible for all such inspection costs. The UTILITY's inspector shall not directly contact the STATE's contractor. All contact between the UTILITY's inspector and the STATE's contractor shall be through the STATE's representatives. The STATE's Project Construction Engineer may require the removal and/or replacement of the UTILITY's inspector if the inspector interferes with the STATE's Project, STATE's contractor and/or the Work.
- 2.5 The STATE shall promptly notify the UTILITY in writing when the Work is completed.
- 2.6 The UTILITY shall, within _____ (____) working days of being notified that the Work is completed: (a) 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 and the STATE's administration thereof, or (b) deliver to the STATE written reasons why the Work does not comply with the previously approved Plans and Special Provisions.
- 2.7 If the UTILITY does not respond within _____ (____) working days as provided in section 2.6, the Work and the STATE's administration thereof will be deemed accepted by the UTILITY, and the STATE shall be released from all future claims and demands.
- 2.8 Upon completion and acceptance of the Work pursuant to Sections 2.6 or 2.7, the UTILITY agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without STATE liability or expense.
- 2.9 The STATE will prepare the final construction documentation in general conformance with the STATE's Construction Manual. The STATE will maintain one set of plans as the official "as-built" set, then make notations in red of all plan revisions typically recorded per standard STATE practice, as directed by the STATE's Construction Manual. Once the UTILITY has accepted the Work per Section 2.6 or 2.7, the STATE upon request by the UTILITY will provide one reproducible set of contract as-builts to the UTILITY, and the UTILITY agrees to pay the cost of reproduction upon receipt of a STATE invoice.

3. PAYMENT

- 3.1 The UTILITY agrees that it shall be responsible for the actual direct and related indirect costs, including mobilization, construction engineering, contract administration and overhead costs, associated with the Work for (1) new UTILITY facilities, (2) betterments, and/or (3) Work where the UTILITY does not have a documented ownership of and/or interest in real property, such as an easement, fee title, or a court finding of prescriptive right for its facilities. The cost of this Work is estimated to be _____ Dollars (\$ _____). An itemized estimate of UTILITY-responsible costs for Work to be performed by the STATE on behalf of the UTILITY is included in Exhibit B, Cost Estimate.
- 3.2 The STATE agrees that it shall be responsible for all Work costs where the UTILITY does have a documented ownership of and/or interest in real property, such as an easement, fee title, or a court finding of prescriptive right for its facilities. Exhibit B contains an itemized estimate of STATE-responsible costs for Work to be performed by the STATE on behalf of the UTILITY.
- 3.3 The UTILITY agrees to pay the STATE the "Advance Payment Amount" stated above within twenty (20) days after the STATE submits its first partial payment request to the UTILITY. The advance payment represents fifteen (15) percent of the estimate of cost for which the UTILITY is responsible. The advance payment will be carried throughout the life of the Work with final adjustment made in the final invoice.
- 3.4 The Parties acknowledge and agree that the STATE does not have the legal authority to advance state funds for the UTILITY's cost portion of the Work under this Agreement. Should the UTILITY fail to make payment according to the terms of this Agreement, the STATE shall have the right to terminate this Agreement, charging the UTILITY for all associated costs of termination, including non-cancellable items, as well as associated Project delay and contractor claims. Such termination shall not relieve the UTILITY's obligation to timely relocate its facilities as provided under section 1.7.2

- 3.5 The UTILITY, in consideration of the faithful performance of the Work to be done by the STATE, agrees to pay the STATE for the actual direct and related indirect cost of all Work for which the UTILITY is responsible, including mobilization, construction engineering, contract administration and overhead costs. The STATE shall invoice the UTILITY and provide supporting documentation therefore, and the UTILITY agrees to pay the STATE within thirty (30) calendar days of receipt of an invoice. A partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final payment, the Parties will resolve any discrepancies.

4. CHANGE IN WORK OR COST INCREASE

- 4.1 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work for which the UTILITY is responsible, above the Exhibit B, Cost Estimate (including sales tax, engineering, and contingencies) by more than _____ (_____) percent, the Parties agree to modify Exhibit B to include such cost increase.
- 4.2 If the STATE determines that additional Work or a change in the Work is required, prior written approval must be secured from the UTILITY; however, where the change is required to mitigate a Project emergency or safety threat to the traveling public, the STATE will direct the the change without the UTILITY's prior approval. The STATE will notify the UTILITY of such change as soon as possible thereafter. The UTILITY agrees to respond to all STATE change order requests in writing and within the time limits identified in Exhibit A. The UTILITY agrees to pay all change order Work costs for which it is responsible, as well as the costs of Project or Work delays and/or subsequent contractor claims associated with the UTILITY's failure to timely respond as required.
- 4.3 The UTILITY may request additions to the Work through the STATE in writing. The STATE will implement the requested changes as elective changes, provided that a change does not negatively impact the STATE's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or STATE design policies, and does not unreasonably delay critically scheduled Project contract activities.
- 4.4 All elective changes to the Work shall be approved in writing by the UTILITY before the STATE directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The UTILITY agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 3.
- 4.5 The STATE will make available to the UTILITY all change order documentation related to the Work.

5. FRANCHISE, PERMIT OR EASEMENT

- 5.1 Upon completion of the Work covered under this Agreement, the UTILITY agrees to prepare, execute and deliver to the STATE a quit claim deed for all existing easements, fee title, or court finding of prescriptive right, which will be vacated as a result of the relocation of UTILITY facilities.
- 5.2 In exchange for the quit claim deed, the STATE agrees to grant or issue the UTILITY an easement, permit, or franchise, as defined in Exhibit A, for those UTILITY facilities which will remain on or which cross the STATE's right-of-way and for which the UTILITY had an easement, fee title or court finding of prescriptive right. A legal description of and use conditions for an easement to be granted encumbering STATE right of way shall be included in Exhibit A.
- 5.3 The UTILITY shall apply for a permit, franchise or an amendment to its current franchise or permit for those new or modified UTILITY facilities that will be located within the STATE's right of way. After receiving the application, the STATE will issue the UTILITY a permit or a new or amended franchise.

6. RIGHT OF ENTRY

- 6.1 The UTILITY hereby grants to the STATE a right of entry onto all lands in which it has an interest for construction of the Work as defined in Exhibits A and C. Upon completion and acceptance of the Work, this right of entry shall terminate, except as otherwise provided in Section 5.

- 6.2 The UTILITY agrees to arrange for rights of entry upon all privately owned lands upon which the UTILITY has an easement, documented property interest, or permit that are necessary to perform the Work. The UTILITY also agrees to obtain all necessary permissions for the STATE to perform the Work on such lands, which may include reasonable use restrictions on those lands. The UTILITY agrees to provide the rights of entry and applicable permissions to the STATE within _____ (____) calendar days of entering into this Agreement. Upon completion of the Work on such lands, the rights of entry and permissions shall terminate, except as otherwise provided in Section 5.

7. GENERAL PROVISIONS

- 7.1 Indemnification: To the extent authorized by law, the UTILITY and STATE shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party'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, their employees, and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the UTILITY or STATE, and provided further, that nothing herein shall require the UTILITY or STATE to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement.
- 7.2 Disputes: If a dispute occurs between the UTILITY and the STATE at any time during the performance of the Work, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share in the cost of a mediator or arbiter.
- 7.3 Venue: In the event that either 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 the superior court situated in Thurston County, Washington. Further, the Parties agree that each shall be responsible for its own attorneys fees and costs.
- 7.4 Termination: Neither the STATE nor the UTILITY may terminate this Agreement without the concurrence of the other Party, except as otherwise provided herein. Should the UTILITY terminate this Agreement prior to the fulfillment of the terms stated herein, the UTILITY agrees to reimburse the STATE for all actual direct and related indirect expenses and costs, including mobilization, construction engineering, contract administration and overhead costs, incurred up to the date of termination, as well as the cost of non-cancelable obligations, work order close out costs, and documentation finalization costs. Project delays, and contractor claims associated with the UTILITY's Agreement termination. Payments shall be made pursuant to the provisions of Section 3.
- 7.5 Amendments: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.
- 7.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.
- 7.7 Audit and Records: During the progress of the Work and for a period of not less than three (3) years from the date of final payment, both Parties shall maintain the records and accounts pertaining to the Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the other Party, State of Washington, and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

7.8 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year last written below.

UTILITY

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Utility Construction Agreement Work by State – Shared Cost
DOT Form 224-071 EF (Page 6 of 6)



Utility Construction Agreement Work by State – State Cost		Utility Name and Address
Agreement Number	Region	Project Title / Location
State Route	Mileposts From To	
Estimated Agreement Amount \$		

This Utility Construction Agreement is made and entered into between the State of Washington Department of Transportation, herein (STATE) and the above named UTILITY.

WHEREAS, the STATE is planning the construction or improvement of the State Route as shown above for the identified STATE Project, and in connection therewith, it is necessary to remove and/or relocate and/or construct certain UTILITY facilities (Work), and

WHEREAS, the STATE is responsible for all Work under this Agreement because the UTILITY's facilities are located pursuant to a documented ownership of and/or interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by the STATE Project, and

WHEREAS, the Work shall be defined as all materials, equipment, labor, contract administration and any other efforts required to perform the relocation, construction, and/or removal of the UTILITY's facilities, and

WHEREAS, it is deemed to be in the best public interest for the STATE to include the Work in the STATE's Project,

NOW, THEREFORE, pursuant to chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS AND BIDS

- 1.1 Program Guide: Utility Relocation and Accommodation on Federal Aid Highway Projects shall determine and establish the definitions and applicable standards and payments for this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.
- 1.2 The STATE, acting on behalf of the UTILITY, agrees to perform the UTILITY facilities Work in accordance with Exhibit A, Special Provisions, and Exhibit C, Plans, where either: (1) UTILITY supplied the Work plans and special provisions to the STATE, or (2) STATE developed the Work plans and special provisions from UTILITY-provided information. The STATE will incorporate the Plans and Special Provisions into the STATE Project in accordance with UTILITY requirements. The UTILITY agrees that it is solely responsible for insuring that all Special Provisions, Plans and UTILITY standards are met and that it has supplied the STATE with all applicable standards, codes, regulations, or any other requirements the UTILITY is obligated to meet, unless otherwise noted.
- 1.3 The UTILITY has reviewed and approved the Work Special Provisions and Plans that will be incorporated into the STATE Project. The STATE will advertise the Work and Project for bids. The STATE will be the UTILITY's representative during the Ad and award period. When requested by the STATE, the UTILITY shall timely assist the STATE in answering bid

24. Should the Utility fail or refuse to comply with the Department's direction, pursuant to Stormwater Discharge General Provision 23, to modify, remove, or relocate any Utility facility, the Department may undertake and perform any modification, removal, or relocation of the Utility facility that the Department, in its sole discretion, deems necessary. The Utility agrees to pay the Department's expended costs and expenses for performing the work, in accordance with Stormwater Discharge General Provision 2.
25. If the Department determines in good faith that emergency maintenance work on the Utility's facility is needed to (a) protect any aspect of the state highway right of way or (b) secure the safety of the traveling public due to a failure of the Utility's facility, the Department may perform the necessary work without the Utility's prior approval, and the Utility agrees to pay the Department's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2. The Department will notify the Utility of the emergency work performed as soon as practicable.
26. The Department may amend, revoke, or cancel this Permit at any time by giving written notice to the Utility. If the Permit is amended, the Utility will have thirty (30) calendar days to modify the facility as the Permit amendment(s) require. If the facility modifications cannot be made within thirty (30) calendar days, the Utility shall respond to the Department, in writing, as to when the facility modifications can be made. If the Permit is revoked or canceled, the Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way thirty (30) calendar days after written notice of Permit revocation or cancellation may be removed by the Department at the expense of the Utility. The Utility agrees to pay the Department's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.
27. The Utility shall not assign or transfer this Permit without the Department's prior written approval. The Utility understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit, and the Utility will advise the assignee or transferee of its obligation to apply for an updated or replacement Permit. If the Department does not approve the assignment or transfer, this Permit shall automatically terminate, and the Utility shall be subject to the terms of RCW 47.44.060.
28. The Utility, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers and employees, from all claims, demands, damages both to persons and/or property, expenses, regulatory fines, and/or suits that (1) arise out of or are incident to any acts or omissions of the Utility, its agents, contractors, and/or employees, in the use of the state-owned highway right of way as authorized by the terms and conditions of this Permit, or (2) are caused by the breach of any of the terms or conditions of this Permit by the Utility, its successors and assigns, and its contractors, agents, and/or employees. The Utility, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its officers and/or employees, if the claim, suit, or action for damages both to persons and/or property is caused by the sole acts or omissions of the State of Washington, its officers and/or employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and/or employees, and (b) the Utility, its successors or assigns, agents, contractors, and/or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Utility, its successors or assigns, agents, contractors, and/or employees.
29. The Utility agrees that its obligations under this Permit extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Work under this Permit while located on state-owned highway right of way. For this purpose, the Utility, by MUTUAL NEGOTIATION, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.
30. The Insurance requirements in Stormwater Discharge General Provisions 11 and 12 shall also apply to the Utility's occupancy of the state-owned highway right of way.
31. The indemnification and waiver provided for in Stormwater Discharge General Provisions 28 and 29 shall survive the termination of this Permit.
32. Any action for damages against the State of Washington, its agents, contractors, and/or employees, arising out of damages to a utility or other facility located on state-owned highway right of way, shall be subject to the provisions and limitations of RCW 47.44.150.
33. This Permit 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 to other public or private utilities, nor shall it prevent the Department from using any of the state-owned highway right of way or other properties for transportation purposes, or affect the Department's right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered.



**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 Franchise Renewal \$250.00 Franchise Consolidation \$300.00 Amendment 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:

_____ on a portion of
State Route _____ (at/from) Mile Post _____ 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 cover the basic administrative expenses incident to the processing of this application according to WAC 468-34 and RCW 47.44 and amendments thereto. The applicant promises to pay any additional costs incurred by the Washington State Department of Transportation (Department) on the behalf of the applicant.

Check or Money Orders are to made payable to "Washington State Department of Transportation"

Applicant (Referred to as Utility) _____

Applicant Authorized Signature _____

Address _____

Print or Type Name _____

City _____ State _____ Zip Code _____

Title _____

Telephone _____

Dated this _____ day of _____, _____

Email _____

Federal Tax ID or Social Security _____

Applicant Reference (WO) Number _____

Authorization to Occupy Only if Approved Below

The Department hereby grants this Permit or Franchise, as applicable, subject to the terms and conditions stated in the General Provisions, and Exhibits attached hereto and by this reference made a part hereof.

For Department Use Only

Exhibits Attached _____

Department Accounting Reference Number _____

DOT Form 224-696
Revised 08-2015

General Provisions

This Permit or Franchise is issued pursuant to the terms of RCW 47.32, RCW 47.44, and WAC 468-34, and amendments thereto. Renewal of a Franchise must be by application prior to expiration of this Franchise as required by RCW 47.44.020(3).

1. A copy of this Permit or Franchise must be on the job site, protected from the elements, at all times during any construction authorized by this Permit or Franchise.
2. The Utility agrees to pay the reasonable costs for investigating, handling, and granting the Permit or Franchise, including, but not limited to basic overhead charges and for providing an inspector during construction and/or maintenance of the Utility's facilities. Further, the Utility agrees that it shall be responsible for and pay the Department's expended direct and indirect costs associated with applicable provisions of the Permit or Franchise. The Department will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit or Franchise.
 - (a) The Department will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit or Franchise.
 - (b) The Department will invoice the Utility and the Utility agrees to pay the Department within thirty (30) calendar days of receipt of an invoice.
3. Upon approval of this Permit or Franchise, the Utility shall diligently proceed with the Work and comply with all General and Special provisions herein. Construction of facilities proposed under this Permit or Franchise shall begin within one (1) year and must be completed within three (3) years from date of Department approval. "Work" under this Permit or Franchise shall mean construction, operation, and maintenance of the Utility's facilities as authorized herein.
4. The Utility shall notify the Department representative in special provision 1 of the name, address, and telephone number of its contractor when Work outlined herein is going to be performed with other than its own forces. When the Utility uses a contractor, an authorized representative of the Utility shall be present at all times unless otherwise agreed to by the Department representative. A list of authorized representatives shall be submitted prior to the construction start date. (Authorized representatives are defined as persons having signatory authority for the Utility and or the authority to control the Work as needed for any issues identified by the Department.)
5. The Utility agrees to schedule and perform its Work in such a manner as not to delay the Department's contractor's work when the Department has a contractor performing work in the vicinity of the Utility's Work.
6. All contact between the Department and the Utility's contractor shall be through the Utility representative. 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 Work as its representative. The Utility, at its own expense, shall adequately police and supervise all Work performed by itself, its contractor, subcontractor, agent, and/or others, so as not to endanger or injure any person or property.
7. The Utility shall contact the identified Department representative two (2) weeks prior to conducting Work, to determine the location of survey control monuments within the area in which the Utility will be working. In the event any monument or right of way marker will be altered, damaged, or destroyed by the Utility, the Department, prior to Utility Work, will reference or reset the monument or right of way marker. During the Work, upon discovery of a monument or right of way marker, the Utility shall cease Work in that area and immediately notify the Department of the discovery. The Department will coordinate with the Utility to ensure that the monument or right of way marker is recorded or replaced. The Utility agrees to pay all Department costs to perform monument or right of way marker work, as provided in this provision, in accordance with general provision 2.
8. In the event any milepost, fence, or guardrail is located within the limits of the Utility's Work and will be disturbed during Utility Work, the Utility agrees to carefully remove these highway facilities prior to Utility Work and reset or replace these highway facilities after the Utility Work, to the Department's sole satisfaction and at the sole cost of the Utility. The Utility agrees that all highway signs and traffic control devices shall not be removed or disturbed during Utility Work.
9. The Utility agrees that all Work shall be done to the satisfaction of the Department. All material and workmanship shall conform to the Department's Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and amendments thereto, and shall be subject to Department inspection.

DOT Form 224-696
Revised 08-2015

Application for Utility Permit or Franchise*
DOT Form 224-696 EF (Page 2 of 5)

All Department acceptance and inspections are solely for the benefit of the Department and not for the benefit of the Utility, the Utility's contractor (if any), or any third party. The Utility agrees that it shall pay all Department inspection costs in accordance with general provision 2.

10. The Utility shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (Federal Highway Administration) and the State of Washington modifications thereto (chapter 468-95 WAC) while it performs the Work. If the Department requires, the Utility shall submit a signing and traffic control plan to the Department's representative for approval prior to construction or maintenance Work. No lane closures shall be allowed except as approved by the Department's representative. Approvals may cause revision of Special Provisions of this Permit or Franchise, including hours of operation.
11. This Permit or Franchise may not be amended or modified without the Department's prior review and approval. Upon completion of the Work, the Utility shall provide a written notice of completion of the Work to the Department's representative within ten (10) calendar days of the completion of the Work so that the Department may make its final inspection. Further, the Utility shall provide the Region Utilities Engineer with detailed as-built drawings within ninety (90) calendar days of Work completion, if the originally approved Permit or Franchise construction plans have been revised during the course of construction.
12. If the Department, at its sole discretion, shall determine that any or all of the Utility's facilities must be modified, removed from, or relocated within the state-owned highway right of way as necessary, incidental, or convenient for the construction, alteration, improvement, repair, relocation, or maintenance of the state highway, or for the safety of the traveling public, the Utility, its successors and assigns, shall, at its sole cost and expense, upon written notice by the Department, modify, relocate, or remove any or all of its facilities within or from the state-owned highway right of way as required by the Department. The Utility shall perform in a timely manner all facility modifications, relocations, and/or removals as the Department directs, to avoid highway project impacts or delays and in such manner as will cause the least disruption of traffic or interference with the Department's continued operation and/or maintenance of the highway.
13. Should the Utility fail or refuse to comply with the Department's direction, pursuant to general provision 12, to modify, remove, or relocate any Utility facility, the Department may undertake and perform any modification, removal, or relocation of the Utility facility that the Department, in its sole discretion, deems necessary. The Utility agrees to pay the Department's expended costs and expenses for performing the work, in accordance with general provision 2.
14. If the Department determines in good faith that emergency maintenance work on the Utility's facility is needed to (a) protect any aspect of the state highway right of way, or (b) secure the safety of the traveling public due to a failure of the Utility's facility, the Department may perform the necessary work without the Utility's prior approval, and the Utility agrees to pay the Department's expended costs and expenses for performing the work in accordance with general provision 2. The Department will notify the Utility of the emergency work performed as soon as practicable.
15. The Department may amend, revoke, or cancel this Permit or Franchise at any time by giving written notice to the Utility. If the Permit or Franchise is amended, the Utility will have thirty (30) calendar days to modify the facility as the Permit or Franchise amendment(s) require. If the facility modifications cannot be made within thirty (30) calendar days, the Utility shall respond to the Department, in writing, as to when the facility modifications can be made. If the Permit or Franchise is revoked or canceled, the Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way thirty (30) calendar days after written notice of Permit or Franchise revocation or cancellation may be removed by the Department at the expense of the Utility. The Utility agrees to pay the Department's expended costs and expenses for performing the work in accordance with general provision 2.
16. Should the Utility breach any of the conditions and requirements of this Permit or Franchise, or should the Utility fail to proceed with due diligence and in good faith with the Work as authorized by this Permit or Franchise, the Department may cancel or revoke the Permit or Franchise upon thirty (30) calendar days written notice to the Utility.
17. The Utility shall not excavate or place any obstacle within the state-owned highway right of way in such a manner as to interfere with the Department's construction, operation, and maintenance of the state-owned highway right of way or the public's travel thereon without first receiving the Department's written authorization.
18. The Utility agrees to maintain, at its sole expense, its facilities authorized by this Permit or Franchise in a

DOT Form 224-696
Revised 08-2015

Application for Utility Permit or Franchise*
DOT Form 224-696 EF (Page 3 of 5)

condition satisfactory to the Department.

19. The Utility agrees that it is financially responsible to the Department for all necessary expenses incurred in inspecting the construction and restoring the highway pavement or related transportation equipment or facilities to a permanent condition suitable for travel as determined by the Department, as well as financially responsible to the Department for trenching work not completed and for compensating the Department for the loss of useful pavement life caused by trenching as required by RCW 47.44.020.
20. Upon completion of all Work, the Utility shall immediately remove all rubbish and debris from the state-owned highway right of way, leaving the state-owned highway right of way in a neat, presentable, and safe condition to the Department's satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect the state-owned right of way, not done within one (1) week of Work completion, unless otherwise negotiated, will be done by the Department at the expense of the Utility. The Utility agrees to pay the Department's expended costs and expenses for performing the work in accordance with general provision 2.
21. For the benefit and safety of the traveling public, the Utility voluntarily agrees to permit the Department to attach and maintain upon any Utility facility under this Permit or Franchise 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 expended cost of any extra Utility infrastructure construction beyond what is necessary for the Utility's facility; such extra cost to be jointly determined by the Department and the Utility. The Department shall not share in the Utility facilities' cost of installation, operation, or maintenance of any of the facilities installed under this Permit or Franchise.
22. The Utility shall comply with the Department's Temporary Erosion and Sediment Control Manual (M 3103.01) and any revisions thereto, for erosion control and/or to mitigate any erosion occurring as a result of the Work. If the Utility Work performed under this Permit alters, modifies, changes, or interferes in any way with the drainage of the state-owned highway right of way, the Utility shall, at its own expense, make all corrections and/or provisions the Department requires to fix and restore the state-owned right of way drainage to its original condition and function prior to the Utility's Work. Any flows from the Utility shall not exceed the flows discharging to WSDOT drainage prior to the new work. Any flows discharged to state-owned highway right of way shall meet the requirements for quantity and water quality according to the current version Highway Runoff Manual (M 31-16). Should the Utility not make the required drainage restoration, the Department reserves the right to make such changes as necessary to restore the original drainage function at the sole cost of the Utility, and the Utility agrees to pay the Department's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.
23. The Utility shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit or Franchise. The Utility shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, the Department and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain any required permit for the Utility Work or (2) comply with permit conditions. Further, the Utility shall be responsible for compliance with all federal, state, and local laws, regulations.
24. For any of the Utility's Work that requires permit coverage under the "CONSTRUCTION STORMWATER GENERAL PERMIT – National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activity" (Construction Stormwater General Permit), the Utility shall obtain said permit coverage and shall comply with all requirements of the Construction Stormwater General Permit. Upon the Department's request, the Utility shall provide a copy of the Construction Stormwater General Permit. In addition, the Utility, on behalf of itself and its

DOT Form 224-696
Revised 08-2015

Application for Utility Permit or Franchise*
DOT Form 224-696 EF (Page 4 of 5)

contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, the Department and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain coverage under the Construction Stormwater General Permit for Utility Work or (2) comply with the Construction Stormwater General Permit requirements.

25. This Permit or Franchise does not authorize the Utility, or its employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right of way. Should the Utility anticipate that its Work will alter the appearance of the state-owned highway right of way vegetation, the Utility shall notify the Department representative listed in special provision 1 to obtain the Department's prior written approval of the Utility's proposed work. If the Department permits the Utility to modify the state-owned highway right of way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that the state-owned highway right of way vegetation appearance will not be damaged. Should the Utility damage the appearance of the state-owned highway right of way vegetation without the Department's prior written approval, the Utility is subject to penalties provided for in RCWs 47.40.070, 47.40.080, and 4.24.630, as applicable.
26. The Utility hereby certifies that its facilities described in this Permit or Franchise are (1) in compliance with the Control Zone Guidelines, or (2) for a franchise consolidation or renewal, a mitigation plan has been submitted and approved for any existing Location I or Location II utility objects to be corrected in accordance with the Control Zone Guidelines, pursuant to Chapter 9 of the Department's Utilities Manual (M 22-87) and any revisions thereto.
27. The Utility shall not assign or transfer this Permit or Franchise without the Department's prior written approval. The Utility understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit or Franchise, and the Utility will advise the assignee or transferee of its obligation to apply for an updated or replacement Permit or Franchise. If the Department does not approve the assignment or transfer, this Permit or Franchise shall automatically terminate, and the facility occupying state-owned highway right of way shall be subject to the terms of RCW 47.44.060.

DOT Form 224-696
Revised 08-2015

Application for Utility Permit or Franchise*
DOT Form 224-696 EF (Page 5 of 5)

General Provisions Applicable to United States Government Agencies

1. This permit/franchise is subject to the applicable provision of WAC 468-34 and amendment there to, except that any provision in this permit/franchise not consistent with Chapter 468-34 WAC shall be controlling.
2. 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.
3. If the work done under this permit/franchise interferes in any way with the drainage of the state highway, the Utility shall wholly and at its own expense, make such provision as the Department may direct to take care of said drainage.
4. 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.
5. All of the work herein contemplated shall be done to the satisfaction of the Department.
6. 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 Utility or their successors and assigns. Any changes, reconstruction or relocation by the 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 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.
7. 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.
8. The Department may for violation for any of the terms revoke, amend or cancel this permit or any of the provisions hereof after 60 days written notice to the Utility. The 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 shall be removed by the Department at the expense of the Utility.
9. The 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.
10. The 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.
11. All installations placed upon the right of way by the Utility shall be and remain the property of the Utility and may be removed any time by the Utility upon prior notification to the Department.
12. 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.
13. All expenditures to be made by the Utility under the provisions of this permit/franchise shall be subject to appropriations being available for the purpose.
14. On or before the termination of this permit/franchise, the 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 Utility has no control excepted.
15. 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.
16. 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.
17. The Utility hereby certifies that the facilities described in this document are either (1) in compliance with the Control Zone Guidelines, or (2) any existing Location I or Location II utility objects will be corrected in accordance with Control Zone Guidelines.

DOT Form 224-699 EF
Revised 1/2010

Application for Utility Permit or Franchise for United States Government Agencies DOT Form 224-699 EF (Page 2 of 2)

Performance Evaluation Instructions

How

- Form should be reviewed and discussed with the Consultant prior to contract negotiations. Establish your expectations.
- Supplementary forms are available from the Consultant Services Office which expand the considerations for each criteria (e.g. "Schedule: A. Achieved schedule; B. Prompt response to review comments; C. Adapted to changes by WSDOT; D. Notified WSDOT early, regarding schedule impactors").
- If evaluation criterion number 7, "Other" is relevant (e.g. public involvement or volume of work) that criterion must be specified and mutually agreeable in advance.
- Score accurately. A "7" is respectable; "9" is exceptional, it should be rare.

When

Final Evaluation

- Always complete and distribute a performance evaluation at the point of termination of the agreement.
- See distribution at bottom of form.

Interim Evaluation

- Interim evaluations should be performed as follows:
 1. At phase transitions.
 2. When any project management changes occur.
 3. To alert a consultant to poor performance.
 4. Annually if none of the other conditions occur.
- Distribute as usual.

Subconsultant Evaluation

- For subconsultants with significant project participation (more than \$100,000) an evaluation is recommended. Ensure coordination and review with the prime consultant prior to distribution.
- Distribute similar to usual. Include prime consultant and subconsultant.

Why

- Scores from these evaluations factor into "Past Performance" ratings, which are used to help determine selection of future consultants. Meaningful evaluations help us hire the best.



Performance Evaluation Consultant Services

Consultant Name		Evaluation Type <input type="checkbox"/> Interim <input type="checkbox"/> Subconsultant <input type="checkbox"/> Final	
Consultant Address		Project Title	
		Agreement Number	
Type of Work <input type="checkbox"/> Study <input type="checkbox"/> Design <input type="checkbox"/> RW <input type="checkbox"/> PS&E <input type="checkbox"/> Other (Specify Below):		Type of Agreement <input type="checkbox"/> Lump Sum <input type="checkbox"/> Hourly Rate <input type="checkbox"/> Cost Plus Fixed Fee <input type="checkbox"/> Other	
Complexity of Work <input type="checkbox"/> Difficult <input type="checkbox"/> Routine	Date Agreement Approved		
Amount of Original Agreement \$	Total Amount Modifications \$	Total Amount Agreement \$	
Completion Date Including Extensions	Actual Completion Date	Actual Total Paid \$	
Type and Extent of Subcontracting			

Performance Rating Scale (From Average Score Below)			
10 9 Superior	8 7 Above Reqmnts	6 5 Meets Reqmnts	4 3 Below Reqmnts
2 1 Poor			
Criteria	Comment	Score	
1. Negotiations Cooperative and responsive.			
2. Cost / Budget Complete within agreement budget including supplements.			
3. Schedule Complete within agreement schedule including supplements.			
4. Technical Quality Met Standards.			
5. Communications Clear, Concise Communication (Oral, written, drawings).			
6. Management Team player. Managed subs. Accurate, timely invoices. Appropriate, periodic, accurate progress reports.			
Total Score			
Average Score (Total Score / Number of criteria rated)			

Rated By (Project Manager Name and Title)	Project Manager Signature	Date
Rated By (Area Consultant Liaison Name and Title)	Area Consultant Liaison Signature	Date
Executive Review (Name and Title)	Executive Signature	Date

DOT Form 272-019 EF
Revised 3/2002

Distribution: Original: Consultant
Copies: Project Manager - Area Consultant Liaison - Consultant Services Office

Performance Evaluation - Consultant Services DOT Form 272-019 EF (Page 2 of 5)



Consultant Services Evaluation Supplement

Consultant Name	Evaluation Type <input type="checkbox"/> Interim <input type="checkbox"/> Subconsultant <input type="checkbox"/> Final
Consultant Address	Project Title
	Agreement Number
Performance Rating Scale (From Average Scores)	
$\frac{10}{\text{Superior}}$ $\frac{9}{\text{Superior}}$ $\frac{8}{\text{Above Reqmnts}}$ $\frac{7}{\text{Above Reqmnts}}$	$\frac{6}{\text{Meets Reqmnts}}$ $\frac{5}{\text{Meets Reqmnts}}$ $\frac{4}{\text{Below Reqmnts}}$ $\frac{3}{\text{Below Reqmnts}}$ $\frac{2}{\text{Poor}}$ $\frac{1}{\text{Poor}}$

Negotiation and Cost / Budget Criteria

1. Negotiations	
Sub-Criteria	Score
A. Adhered to WSDOT guidelines on fee.	
B. Met negotiation schedule.	
C. Open and honest communications.	
D. Willingness to compromise.	
E.	
F.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	
Comments	

2. Cost / Budget	
Sub-Criteria	Score
A. Finished within budget, including all supplements.	
B. Appropriate level of effort.	
C. Reasonable direct, non-salary expenses.	
D.	
E.	
F.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	
Comments	

Schedule and Technical Quality Criteria

Consultant Name	Agreement Number
-----------------	------------------

3. Schedule

Sub-Criteria	Score
A. Achieved schedule (Including all supplements).	
B. Prompt response to review comments.	
C. Adapted to changes by WSDOT.	
D. Notified WSDOT early regarding schedule "impactors."	
E.	
F.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	
Comments:	

4. Technical Quality

Sub-Criteria	Score
A. Work products meet standards; where "practical."	
B. Performed appropriate quality control.	
C. Responds to review comments in subsequent submission.	
D. Sought opportunities to incorporate innovative designs.	
E. Delivered "compatible" electronic files.	
F. Implemented procedures to control construction costs.	
G.	
H.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	
Comments:	

Communication and Management Criteria

Consultant Name	Agreement Number
-----------------	------------------

5. Communications	
Sub-Criteria	Score
A. Produced clear, concise oral and written communication.	
B. Demonstrates an understanding of oral and written instructions.	
C. Communicated at intervals appropriate for the work.	
D. Respects and uses lines of communications.	
E.	
F.	
G.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	
Comments:	

6. Management	
Sub-Criteria	Score
A. Provided creative cost control measures / ideas.	
B. Submitted appropriate, periodic, accurate progress reports.	
C. Accurate and timely invoicing.	
D. Conducted meetings efficiently.	
E. Limited the number of consultant-initiated contract modifications / supplements.	
F. Coordinated with WSDOT effectively; was a "team player."	
G. Responsive	
H. Managed subconsultants effectively.	
I.	
J.	
Total Score	
Average Score (Total Score / Number of sub-criteria rated)	
Comments:	



Inspector's Daily Report

IDR Sheet _____ of _____ Sheets	
Contract _____	SR Nos. _____
Day _____	Date _____
Weather (See Instructions) AM _____ PM _____	
Prime Contractor A. _____	Representative / Title _____
Subcontractor or Lower Tier Sub	Appr'd DBE Representative / Title
B. _____	_____
C. _____	_____
D. _____	_____
E. _____	_____

Work Activity Summary Description and Location 	Pay Note Made Today? <input type="checkbox"/> No - Work not complete. Will complete Paynote on completion or at estimate cutoff. <input type="checkbox"/> No - LS Item. Work is not completed. Will complete paynote on completion or percentage at estimate cutoff. NOTE: Any "No" below will be explained in Diary. Required Backup Samples Taken Mats Documentation Approved Mats Source Approved
--	--

Item, Description, and Location of Work (NOTE: Any "NO" is to be explained in Diary)							
Item No.	Contract Item Description	Location	Y/N	Y/N	Y/N	Y/N	Y/N

Contractor's Equipment						
Operating Contractor's ID (A-E, see above)						
No.	Equipment - ID No. and Description	Opr	Stdby	Down	Idle	

Contractor's Workforce													
Operating Contractor's ID (A-E, see above)													
	Laborers	Carpenters	Operators	Number / Total Hours					Number				
				Teamsters	Ironworkers	Masons	Flaggers	Electricians	Male	Female	Appr	Trnee	
	/	/	/	/	/	/	/	/	/				
	/	/	/	/	/	/	/	/	/				
	/	/	/	/	/	/	/	/	/				
	/	/	/	/	/	/	/	/	/				
	/	/	/	/	/	/	/	/	/				

Was Traffic Control Required Today? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was WZTC according to approved TCP? <input type="checkbox"/> Yes <input type="checkbox"/> No
Photos/Videos taken Today? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do all Flaggers and Spotters have current flagging card? <input type="checkbox"/> Yes <input type="checkbox"/> No

Inspector's On Site Hours

From _____	Inspector _____
To _____	Reviewed By _____

DOT Form 422-004 EF
Revised 03/2008

Inspector's Daily Report DOT Form 422-004 EF



Inspector's Daily Report

	IDR Sheet	of	Sheets
Contract	Day		Date

DIARY - Including but not limited to: a report of the day's operations, time log (if applicable), orders given and received, discussions with contractor, and any applicable statements for the monthly estimate.

DOTForm 422-004A EF
Revised 07/2008

Inspector

Inspector's Daily Report – Diary Page DOT Form 422-004A EF



**Washington State
Department of Transportation**

Region _____

Project Engineer _____

If Found Drop in any mail box
Return Postage Guaranteed

**Washington State Department of Transportation
P.O. Box 47300
Transportation Building
Olympia, WA 98504**

Construction Project Diary

SR _____

Section _____

F. A. No. _____

County _____ Region _____

CS _____ Contract _____

Region Administrator Project Engineer

This Diary Book from _____ to _____

Book _____ of _____

DOT Form 422-014
Revised 03/2007

Construction Project Diary
DOT Form 422-014 (Page 1 of 5)

Instructions

1. Read Chapter 10-3.6 of the Construction Manual.
2. Record all matters of Importance not covered by the routine reports or of routine matters if the circumstances are unusual, conferences with the Contractor or the Contractor's field representative, agreements made, special notes regarding equipment or organization, labor conditions, weather or other causes for delays if of any consequence, and any other matters that have a bearing on the completion of the project.
3. Start a new page for every day there is information.
4. **Stick to facts.** If an opinion is considered essential to explain project conditions, it **must** be identified as such.
5. The author of each day's entry must be identified by placing their signature or initials immediately under the last diary entry. If entries are made by more than one person, each must clearly identify the portions of the record which they have entered.
6. Subsequent entries may be made for pertinent information but must be properly identified and dated.

In the event this book is found, return to this address:

Phone No. _____

All entries must be signed or initialed; if more than one person makes entries, each must sign.

(award date)
(date of execution)
(working days)

DOT Form 422-014
Revised 03/2007

F.A. No.	SR No.	Contract No.
M.P. Station		M.P. to Station
<p>Use the space below to record information that increases the efficient administration of a contract by being readily accessible. Suggested items would include pertinent dates (bid opening, award, and execution date of the contract), number of working days, list of prime and subcontractors with telephone numbers, and contracts with any government body and public or private entity affected by the contract.</p>		

DOT Form 422-014
Revised 03/2007

Construction Project Diary
DOT Form 422-014 (Page 3 of 5)

Variance Type	Access Type	Approval Authority	FHWA
Longitudinal Utility Installations			
Interstate median		HQ Utilities	Yes
Within full limited access		HQ Utilities	
Within partial or modified limited access highways		Region	
Medians		HQ Utilities	
Uncased Installations			
Involving transmitting material that is flammable, corrosive, expansive, energized, or unstable	Interstate		HQ Utilities
Longitudinal open trench method involving transmitting material that is flammable, corrosive, expansive, energized, or unstable	All others	Region	
<i>Note: Applies to all crossings except those requiring an Access Break</i>			
Access Breaks			
From property adjacent to freeway right of way			
	Interstate		HQ Access & Hearings
	Non-Interstate	Full Limited	HQ Access & Hearings
	All others	Region	
Site access from freeway ramps or main line			
	Interstate		HQ Access & Hearings
	Non-Interstate	Full Limited	HQ Access & Hearings
	All others	Region	
Open Cuts of Pavement			
	Interstate		HQ Utilities
	All others	Region	
Shallow Depth			
	Interstate		HQ Utilities
	All others	Region	
Scenic Class			
Overhead installations, Scenic Classes C & D		Region	
Overhead installations, Scenic Classes AX & BX, with no variances		Region	
Overhead installations scenic Classes A & B			HQ Utilities
Control Zone Location			
Location I Utility Object Variances		Region	
Location II Utility Object Variances		Region	
Location III Utility Objects Aboveground Installations		Region	
Acceptance Assignment for Franchises			
Within a single region		Region	HQ Notification
For which HQ holds a Blanket Surety and the utility is in more than one region			HQ Utilities
Individual Bonds for Permits and Franchises per Utilities Manual, Chapter 1, Section 110.04		Region	
Blanket Bonds for Permits or Franchises			HQ Utilities
General Permits		Region	

* Assistant State Design Engineer

Authority Matrix

BLANKET CROSSING AGREEMENT
with U.S.B.R.
State contract no. GC-1020-B
USBR contract no. 14-06-100-2193
(Administered by UTILITIES ENGINEER)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

AGREEMENT WITH STATE OF WASHINGTON
AS TO CROSSINGS

INDEX

<u>Article</u> <u>No.</u>		<u>Page</u> <u>No.</u>
1	Preamble	1
2	Acquisition of Land for Project Works.	1-2
3	Acquisition of Land for State Highways	2
4	Agreement for Mutual Crossing Facilities Necessary	2
5	Surfacing by State of Crossings Constructed by the United States	2-3
6	Definitions.	3-4
7	Rights of Way Granted to the State	4-5
8	Rights of Way Granted to the United States	5
9	Notice of Exercise of Rights of Way.	6-7
10	Cost of Crossings Initiated by State	7-8
11	Cost of Crossings Initiated by the United States	8-10
12	Constructing Crossings by the United States.	10-12
13	Constructing Crossings by the State.	12-13
14	Abandonment of State Structures.	13
15	Abandonment of United States Structures.	13-14
16	Title to and Maintenance of Crossing Facilities.	14-15
17	United States Does Not Assume Liability.	16
18	State Does Not Assume Liability.	16
19	Right to Enter on Other's Right of Way	16-17
20	Revocations.	17
21	Conditions of Labor.	18-20
22	Contingent on Appropriations	20
23	Discrimination Against Employees or Applicants for Employment Prohibited	20-23
24	Domestic Preferences	23-24
25	Officials Not to Benefit	24
26	Covenant Against Contingent Fees	24-25

Contract No.
14-06-100-2193

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

AGREEMENT WITH STATE OF WASHINGTON
AS TO CROSSINGS

THIS CONTRACT, made this 14th day of June, 1961,
pursuant to the Act of June 17, 1902 (32 Stat. 388) and all acts
amendatory thereof or supplementary thereto, including without limita-
tion by this enumeration the Act of August 4, 1939 (53 Stat. 1187), as
amended, referred to hereinafter as the Federal Reclamation Laws, by
and between THE UNITED STATES OF AMERICA (hereinafter styled the United
States), acting solely through the Bureau of Reclamation and represented
by the officer executing this contract, and the STATE OF WASHINGTON
(hereinafter styled the State), a body politic and corporate, acting
by and through its Governor, its Director of Highways (the latter being
hereinafter styled the Director), and its State Highway Commission,

WITNESSETH, THAT:

2. WHEREAS, the United States is and will be engaged in the con-
struction, reconstruction, operation and maintenance, under the Federal
Reclamation Laws, within the State of Washington, of irrigation, drain-
age, water delivery, and reclamation projects (hereinafter called pro-
jects), and the works of the projects include and will include networks

of waterways and water conduits, telephone, telegraph, and electric transmission lines, and other irrigation and power works, for which the United States has acquired or will acquire lands in fee simple or rights of way of various kinds, or for which it claims rights of way under Section 90.40.050, Revised Code of Washington, the Act of Congress of August 30, 1890 (26 Stat. 391), or other acts of Congress; and

3. WHEREAS, the State now has a network of highways adjacent to and within the projects' areas and may from time to time relocate or add to these highways, and for these highways it now owns, or may hereafter acquire, lands in fee simple or rights of way of various kinds; and

4. WHEREAS, the activities of each party in and adjacent to the projects' areas will require the construction, reconstruction, modification, and operation and maintenance of mutual crossing facilities and the parties wish to avoid the burden and expense of negotiating separate contracts or arranging for and issuing franchises or permits, and to confirm by contract the understandings heretofore had with respect to crossing highway works designated or established by the State as limited access facilities; and

5. WHEREAS, the State, in most instances, desires to place on its roads the upper surfacing courses and the wearing surface whenever those are necessary in connection with the crossing of its highways by facilities of the United States under this contract, and it has been mutually

determined to be in the best interests of both parties to have the State perform such work:

NOW THEREFORE, in consideration of the grants and agreements herein contained, the parties hereto grant and agree as follows:

DEFINITIONS

6. The following terms, wherever used in this contract, shall have the following respective meanings:

"Waterway works" shall mean any canal, ditch, lateral, sublateral, drain, spillway, wasteway, siphon, pipeline, or other waterway or water conduit, and any road required in connection with the construction or operation of such works, built or to be built as part of the projects works.

"Transmission line" shall mean any telephone, telegraph, or electric transmission line or other power works, and any road required in connection with the construction or operation of such works, built or to be built as part of the projects' works.

"Project waterway" shall mean any land owned in fee or any right of way, excluding "reserved ways", designated by the United States as the site for any waterway works.

"Transmission way" shall mean any land owned in fee or any right of way, excluding "reserved ways", designated by the United States as the site for any transmission line.

"Reserved way" shall mean any right of way reserved to the United States under Section 90.40.050, Revised Code of Washington, the Act of August 30, 1890 (26 Stat. 391), or other acts of Congress, and which has been or is to be designated for use in the construction, operation and maintenance of project works as permitted by law.

"Highway works" shall mean any highway and appurtenant works built or to be built in connection with the highway system of the State.

"Highway" shall mean any land owned in fee or any right of way designated by the State as the site for its highway works.

"Project Officer" shall mean that employee of the United States in charge of a Bureau of Reclamation project in which is located a crossing to be handled pursuant to the provisions of this agreement.

"Regional Director" shall mean the Regional Director, Region 1, Bureau of Reclamation, or his duly authorized representative.

RIGHTS OF WAY GRANTED TO THE STATE

7. The United States hereby grants to the State, subject to the provisions of this contract, perpetual rights to construct, reconstruct, modify, operate and maintain highway works upon or across any project waterway, transmission way, and reserved way. The rights in each instance shall be effective from the date of the approval of the State's application made under the provisions of Article 9 hereof or provisions

similar thereto in contracts referred to in Article 20 hereof. In any instance where the grant herein made is with respect to land in which the United States has only a right of way or easement, the State will obtain any additional grants or consents from the owners of such other interests in the land as may be necessary to permit full use of the land by the State for its purposes.

RIGHTS OF WAY GRANTED TO THE UNITED STATES

8. The State hereby grants to the United States, subject to the provisions of this contract, perpetual rights to construct, reconstruct, modify, operate and maintain waterway works and transmission lines upon or across any highway, and hereby ratifies and confirms the reservation under and by virtue of the Act of August 30, 1890 (26 Stat. 391), or other acts of Congress, and Section 90.40.050, Revised Code of Washington, of the reserved way across, along, or under any highway on land subject to such reserved way. The rights in each instance shall be effective from the date of the approval of the application of the United States made under the provisions of Article 9 hereof or provisions similar thereto in contracts referred to in Article 20 hereof or from the date of any highway use franchise or permit issued by the State. In any instance where the grant herein made is with respect to land in which the State has only a right of way or easement, the United States will obtain any additional grants or consents from the owners of such interest in the land as may be necessary to permit full use of the land by the United States for its purposes.

NOTICE OF EXERCISE OF RIGHTS OF WAY

9. The party desiring to exercise the rights granted under Articles 7 and 8 shall notify the other party in writing prior to the beginning of construction. Such notice shall be given immediately before the rights are to be utilized by the construction of a crossing, and, in the case of the United States, the notice shall be given to the Project Officer, if any, otherwise the Regional Director, and, in the case of the State, to the Director. The notice shall be accompanied by a location map showing the proposed crossing and by plans for the facilities proposed to be constructed. The party receiving the notice shall promptly initiate action, including insofar as the United States is concerned consultation with the irrigation district, if any, operating its waterway works and transmission lines, on approval or disapproval of the proposed crossing, indicating in the latter instance the reasons therefor. The State will not refuse approval of reasonable plans submitted by the United States if such plans provide for a class of construction equal or superior to the standard of construction used by the State itself for similar purposes; and the United States will not refuse approval of reasonable plans submitted by the State, if such plans provide for a class of construction equal or superior to the standard of construction used by the United States for similar purposes. Approval of the plans shall be made by the execution and dating of the location map; approval of the

United States shall be given by the Regional Director; and approval of the State shall be given by the Director.

COST OF CROSSINGS INITIATED BY STATE

10. (a) Where the State's exercise of the rights granted under Article 7 has been approved under the provisions of Article 9 hereof, and at the time of that approval, waterway works or transmission lines at the point of crossings are in existence, or are being built by Government forces or are under contract to be built for the United States, the State shall, at its sole expense, construct and install whatever facilities are required and do whatever work is necessary to effect the crossing in accordance with the plans approved under Article 9 hereof. The words "are being built by Government forces", as used herein, shall not be construed to mean that which is confined solely to the clearing of rights of way and/or the building of haul or pioneer roads.

(b) Where the State's exercise of the rights granted under Article 7 has been approved under the provisions of Article 9 hereof, and at the time of that approval no waterway works or transmission lines are in existence at the point of crossing or are being built or are under contract to be built, the State, when building its highway works at the place of crossing, will (1) provide, at the request of the United States, if the latter has funds available to pay therefor, facilities necessary to accommodate the waterway works or transmission lines to be built later by the United States; or (2) construct, at the

request of the United States, if practicable, its highway works in a manner that will enable the United States, within a reasonable time after the completion thereof, to construct the facilities necessary to accommodate its waterway works or transmission lines without added undue expense or inconvenience on account thereof. The added cost to the State of providing facilities under (1) and (2) of this subarticle will be borne by the United States. In determining these costs, there shall be included all costs of materials and labor directly chargeable to the facilities as approved under subarticle (c) hereof, and in addition an amount equal to ten per cent (10%) of said costs to cover supervision, engineering, inspection, and general overhead. Promptly on the completion of the facilities in any case under (1) and (2) of this subarticle, the State shall submit to the United States an itemized bill of the added cost required to be paid by the United States hereunder. Payment of such cost shall be made promptly after the presentation of such bill.

(c) Whatever facilities are required to be constructed by the State for the United States under this article shall be constructed in accordance with plans and specifications therefor approved by the Regional Director.

COST OF CROSSINGS INITIATED BY UNITED STATES

11. (a) Where the United States' exercise of the rights granted under Article 8 has been approved under the provisions of Article 9 hereof, and at the time of that approval highway works are

in existence or are being built by State forces or are under contract to be built for the State, the United States shall, at its sole expense, construct and install whatever facilities are required and do whatever work is necessary to effect the crossing in accordance with the plans approved under Article 9 hereof. The words "are being built by State forces", as used herein, shall not be construed to mean that which is confined solely to the clearing of rights of way and/or the building of haul or pioneer roads.

(b) Where the United States' exercise of the rights granted under Article 8 has been approved under the provisions of Article 9 hereof, and at the time of that approval no highway works are in existence at the place of crossing or are being built or under contract to be built, the United States, when building its waterway works or transmission lines at the place of crossing, will (1) provide, at the request of the State, if the latter has funds available to pay therefor, facilities necessary to accommodate the highway works to be built later by the State; or (2) construct, at the request of the State, if practicable, its waterway works or transmission lines in a manner that will enable the State, within a reasonable time after the completion thereof, to construct the facilities necessary to accommodate its highway works without added undue expense or inconvenience on account thereof. The added cost to the United States of providing facilities under (1) and (2) of this subarticle will be borne by the State. In determining these costs, there shall

be included all costs of materials and labor directly chargeable to the facilities as approved under Subarticle (c) hereof, and in addition an amount equal to ten per cent (10%) of said costs to cover supervision, engineering, inspection, and general overhead. Promptly on the completion of the facilities in any case under (1) and (2) of this subarticle, the United States shall submit to the State an itemized bill of the added cost required to be paid by the State hereunder. Payment of such cost shall be made promptly after the presentation of such bill.

(c) Whatever facilities are required to be constructed by the United States for the State under this article shall be constructed in accordance with plans and specifications therefor approved by the Director.

CONSTRUCTING CROSSINGS BY UNITED STATES

12. (a) The United States, in performing work pursuant to a grant under the provisions of Article 8 of this contract, shall observe the following conditions:

(1) Such work shall be conducted in a proper and workmanlike manner;

(2) Such work shall be conducted so that the highway works will be closed to traffic for as brief a period as possible.

Upon request of the State, a suitable detour shall be constructed, at the sole cost and expense of the United States, around or over such construction so that traffic may pass freely at all times,

and such detour shall be maintained by the United States at its sole cost and expense; and

(3) The material removed from the highway shall be replaced or renewed so that, upon completion of the crossing, the highway and highway works will be in as good condition as they were prior to such work by the United States.

(b) With respect to highway surfacing work which the State desires to perform in connection with the crossing of its highways by facilities of the United States, the State will notify the Project Officer, prior to beginning such work, of its desire to perform the surfacing work. The notice shall specify the work that the State proposes to perform and shall include an itemized estimate of the cost thereof. The Project Officer shall promptly forward the notice with his recommendation to the Regional Director for approval or disapproval of the proposed work in connection with the crossing and the cost estimate therefor. The Regional Director shall indicate in case of disapproval the reasons therefor, and shall notify the representative of the State giving the notice. Upon approval of the work and estimate in behalf of the United States, the State shall furnish, lay, and finish the upper surfacing courses and the wearing surface required in connection with the crossing of its highways by facilities of the United States and shall perform all necessary work in connection therewith. The State, upon completion of the surfacing work, will submit to the United States a record of the actual costs and

expenditures incurred by the State, supported by such information as may be required by the United States, and officers of the United States shall be permitted to check the work records pertaining to any such work and all other books, accounts and records of the State to determine the correctness of the statement. Payment by the United States to the State of the portion of the cost for which the United States is liable under the terms of this subarticle, not to exceed the estimated amount approved in behalf of the United States as hereinbefore provided, shall be made after verification and approval of the cost statement by the Regional Director.

CONSTRUCTING CROSSINGS BY THE STATE

13. The State, in performing work pursuant to a grant under the provisions of Article 7 of this contract, shall observe the following conditions:

(a) Such work shall be conducted in a proper and workmanlike manner.

(b) The State shall not in any case or circumstance stop, impede, or interfere with the flow of water in any waterway works, and in the event that the State performs such work during an irrigation season, which for the purpose of this contract shall ordinarily be considered to be from the 15th day of March to the 15th day of October of each year, or while the waterway works are being used for the generation of electric power, or such work is carried into an irrigation season, the State shall provide such temporary ditch,

siphon, or other structure as may be necessary and as directed and as approved by the Project Officer, to assure the continued flow of water in the waterway works along the regular course thereof without waste or loss.

(c) The material removed from the project waterway shall be replaced or renewed so that, upon completion of the work, the project waterway and waterway works will be in as good condition as they were prior to the work by the State.

ABANDONMENT OF STATE STRUCTURES

14. In the event the State abandons any of its highway works over a project waterway, the State shall, at its sole cost and expense, remove the structure or structures constructed by or for it and restore the project waterway to its condition prior to the construction of such structure or structures by or for the State, or do whatever is required by the United States to leave the project waterway in a condition satisfactory to the United States: Provided, however, That any highway works abandoned by the State and turned over to a county or municipality shall be exempt from the provisions of this article, and the United States will deal directly with the county or municipality with respect to such highway works.

ABANDONMENT OF UNITED STATES STRUCTURES

15. In the event the United States abandons any of its waterway works or transmission lines upon or across any highway, the United

States shall, at its sole cost and expense, remove the structure or structures constructed by or for it and restore the highway to its condition prior to the construction of such structure or structures by or for the United States, or do whatever is required by the State to leave the highway in a condition satisfactory to the State.

TITLE TO AND MAINTENANCE OF CROSSING FACILITIES

16. (a) Promptly upon the completion of any facilities constructed under the terms of this contract, the party doing the construction shall give written notice to the other party announcing the completion of the facilities and indicating, according to the nature and purpose thereof, which portion or portions of the facilities, hereinafter referred to as structures, shall be deemed to comprise a part of the highway works and which portion or portions shall be deemed a part of the waterway works or transmission lines. The party receiving the notice shall indicate promptly its acceptance of title as set out in the notice or its objections thereto. Such notices shall be issued and accepted on behalf of the United States by the Regional Director, and on behalf of the State by the Director.

(b) The United States and the State shall replace their respective structures at their own expense with new structures approved by the other party from time to time as the necessity arises, and make such repairs as may be necessary to protect waterway works, transmission

lines, or highway works from damage or interference from said structures. It shall be the duty of the United States and of the State in this regard to maintain their respective structures in such a manner as to be deemed safe and in repair, consistent with customary management practices.

(c) All work done by the United States or the State in maintaining or replacing their respective structures shall be done in a good workmanlike manner.

(d) In the event the United States or the State shall fail, refuse, or neglect to maintain their respective structures as in this article provided, the other party may, after thirty (30) days' written notice, replace, reconstruct, repair, or change any of said structures, forming a part of the waterway works, transmission lines, or highway works, in such manner as it shall determine: Provided, however, That in the event of an emergency, one party may, with the written assent of the owning or responsible party, perform necessary maintenance work at the expense of the party who has the obligation to pay therefor; and the party whose structures have been replaced, reconstructed, repaired, or changed shall reimburse the other party for the entire cost and expense thereof within ninety (90) days after submission of a written statement or statements showing in detail the items of expense included in the cost of the same. The party who has to pay the cost may, at its sole cost and expense, make whatever audits are necessary to verify the correctness of such statement or statements.

UNITED STATES DOES NOT ASSUME LIABILITY

17. The United States does not, by reason of this contract, or by reason of any grants made pursuant to Article 7 of this contract, assume any liability for injury or damage to any person or property incident to or arising during and in consequence of (a) the use, occupancy, and enjoyment by the State, pursuant to this contract, of any project waterway, transmission way, or reserved way; or (b) the operation and maintenance of any highway works across any project waterway, transmission way, or reserved way, pursuant to grant under Article 7 of this contract.

STATE DOES NOT ASSUME LIABILITY

18. The State does not, by reason of this contract, or by reason of any grants made pursuant to Article 8 of this contract, assume any liability for injury or damage to any person or property incident to or arising during and in consequence of (a) the use, occupancy, and enjoyment by the United States, pursuant to this contract, of any highway; or (b) the operation and maintenance of any waterway works or transmission lines across any highway pursuant to grant under Article 8 of this contract.

RIGHT TO ENTER ON OTHER'S RIGHT OF WAY

19. The United States and the State, and their respective officers, agents, contractors and employees, shall at any and all times have the right to enter upon the rights of way of the other, granted

as provided herein, for the purpose of doing anything necessary in connection with the construction, replacing, repairing, operation or maintenance of any portion or part of their respective waterway works, transmission lines, or highway works, including all structures and crossings which may be built in pursuance of the provisions of this contract, except that, as regards the State limited access highways or State highways which may, by proper act of State Legislature or by resolution of the Washington State Highway Commission, become limited access highways, the United States and its respective officers, agents, contractors and employees, shall have the right to enter upon the right of way of the State only in accordance with the plan for ingress and egress designed for such limited access highways, which plan shall include reasonable provisions to meet the needs of the United States and its operating districts in connection with the operation and maintenance of its projects.

REVOCATIONS

20. The following agreements with respect to crossings between the State and the United States and all supplements thereto are revoked and superseded by this contract:

1. Contract No. I74r-856, dated November 9, 1948, covering highway crossings in the Columbia Basin Project, Washington;

2. Contract No. I74r-1480, dated March 25, 1950, covering highway crossings in the Roza Division of the Yakima Project, Washington.

3. Contract No. 14-06-100-45, dated December 4, 1952, covering highway surfacing at waterway crossings, in the Columbia Basin Project, Washington; and

4. Contract No. 14-06-100-355, dated January 2, 1954, covering highway crossings in the Kennewick Division of the Yakima Project, Washington.

Provided, however, That any rights, privileges or grants by and between the parties thereto pursuant to the documents revoked and superseded by this article or pursuant to various franchises or permits issued to or in favor of the United States, and which are effective or in force on the date of this contract shall continue in force and effect on terms and conditions as if made under this contract.

CONDITIONS OF LABOR

21. (a) No laborer or mechanic doing any part of the work contemplated by Subarticle 10(b) of this contract on structures constituting a part of the waterway works or transmission lines of the United States, in the employ of the contractor or any subcontractor contracting for any part of said work contemplated, shall be required or

permitted to work more than eight (8) hours in any one (1) calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight (8) hours per day, and work in excess of eight (8) hours per day is permitted only upon the condition that every such laborer or mechanic shall be compensated for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay. For each violation of the requirements of this article, a penalty of five dollars (\$5) shall be imposed upon the contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight (8) hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the Government: Provided, That this stipulation shall be subject in all respects to the exceptions and provisions of UNITED STATES CODE, Title 40, Sections 321, 324, 325, 325a, and 326, relating to hours of labor and compensation for overtime.

(b) All contracts awarded by the State covering work under Sub-article 10(b) of this contract on structures constituting a part of the waterway works or transmission lines of the United States shall

contain the following provision, to wit: The contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

CONTINGENT ON APPROPRIATIONS

22. The expenditure of any money or the performance of any work by the United States or the State, herein provided for, which may require appropriations of money by Congress or the Legislature or the allotment of Federal funds, shall be contingent on such appropriations or allotments being made. The failure of Congress or the Legislature to appropriate funds, or the failure of any allotment of funds, shall not, however, relieve the State or the United States from any obligation theretofore accrued under this agreement, nor give the State or the United States the right to terminate this agreement as to any of its executory features. No liability shall accrue against the United States or the State in case such funds are not so appropriated or allotted.

DISCRIMINATION AGAINST EMPLOYEES OR
APPLICANTS FOR EMPLOYMENT PROHIBITED

23. In connection with the performance of work under this contract on structures constituting a part of the waterway works or transmission lines of the United States, the State, referred to hereinafter in this article as the contractor, agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that

applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and

relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The contractor will include the provisions of the foregoing paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section

303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States, with the understanding that, in the event of noncompliance with the above provisions, this contract may only be cancelled under (f) thereof insofar as it relates to the State's doing work on structures constituting a part of the waterway works and transmission lines of the United States under this contract.

DOMESTIC PREFERENCES

24. In the performance of the work covered by Subarticle 10(b) of this contract on any facility constituting a part of the waterway works or transmission lines of the United States, the State, subcontractors, material men, or suppliers, shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured,

as the case may be, in the United States. The foregoing provision shall not apply to such articles, materials, or supplies of the class or kind to be used, or such articles, materials, or supplies from which they are manufactured, as are not mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or to such articles, materials, or supplies as may be excepted by the head of the Department under the proviso of Title III, Section 3, of the Act of March 3, 1933, 47 Stat. 1520 (UNITED STATES CODE, Title 41, Section 10b).

OFFICIALS NOT TO BENEFIT

25. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

COVENANT AGAINST CONTINGENT FEES

26. The State warrants that no person or agency has been employed or retained to solicit or secure this instrument upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the State for the purpose of securing business. For breach or violation of this warranty, the

United States shall have the right to annul this instrument without liability or in its discretion to require the State to pay the full amount of such omission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

By: /s/ M. B. Austin
Acting Regional Director
(Title)

STATE OF WASHINGTON

By: /s/ Albert D. Rosellini
Governor

/s/ W. A. Bugge
State Director of Highways

/s/ Ernest J. Ketcham
Washington State Highway Commission Chairman

(SEAL)

Attest:

/s/ Lorenz Goetz
Secretary

APPROVED:

/s/ John C. O'Rourke
State Attorney General

STATE OF IDAHO)
 : ss
County of Ada)

On this 14th day of June, 1961, personally

appeared before me M. B. Austin, to me known to be the official of the United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

/s/ John H. Welch
Notary Public in and for the
State of Idaho
Residing at Boise

(SEAL) My commission expires: 6-10-63

- - - -

STATE OF WASHINGTON)
 : ss
County of Thurston)

On this 31st day of May, 1961, personally

appeared before me Albert D. Rosellini, to me known to be the Governor of the State of Washington that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

/s/ V. B. Otis
Notary Public in and for the
State of Washington
Residing at Olympia

(SEAL) My commission expires: Mch. 9, 1962

STATE OF WASHINGTON)
: ss
County of Thurston)

On this 24th day of May, 1961, personally
appeared before me Ernest J. Ketchan and

W. A. Bugge to me known to be the Chairman
of the Washington State Highway Commission and the Director of High-
ways of the State of Washington, respectively, that executed the
within and foregoing instrument and acknowledged said instrument to
be the free and voluntary act and deed of said State of Washington,
for the uses and purposes therein mentioned, and on oath stated
that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year first above written.

/s/ V. B. Otis
Notary Public in and for the
State of Washington
Residing at Olympia

(SEAL)

My commission expires: March 9th, 1962

**CATEGORY 4 UTILITY INSTALLATION AUTHORIZATION
SAME-SIDE SERVICE CONNECTION**

(NOT TO BE USED IN LIMITED ACCESS CONTROLLED AREAS, WAC 468-110 (53)(d))

ACTIVE Franchise/Permit No. _____ **Franchise Expiration Date:** _____

UTILITY

UTILITY'S CONTRACTOR

Company: _____ Company: _____

Contact: _____ Contact: _____

Phone: _____ Phone: _____

Cell: _____ Cell: _____

FAX: _____ FAX: _____

Email: _____ Email: _____

LOCATION OF WORK: State Route _____ Milepost _____ *Right or Left _____
(*Determined by facing the increasing milepost direction)

CONSTRUCTION START: Date _____ Time _____

PROPOSED CONSTRUCTION: Buried Aerial

- Power Size: _____ (15 kv or less)
- Telephone Size: _____ (25 pair or less)
- Gas Size: _____ (1-1/4" I.D. or less)
- Gravity Sewer Size: _____ (4" I.D. or less)
- Forced Sewer Size: _____ (2" I.D. or less)
- Water Size: _____ (1½" I.D. or less)
- CATV Size: _____ (½" O.D. or less)
- Fiber Optic Communication Size: _____ (Serves 4 or fewer residential units)

Category 4 installations must originate at an active Franchised or Permitted Facility and **DOES NOT** allow open cutting of the highway lanes or paved shoulders. **Ownership of the facilities authorized within the Department right of way is limited to the Utility.** Meters or other controls shall be located off of Department right of way.

This installation will conform to the Utilities Accommodation Policy (M 22-86) requirements.

UTILITY Authorized Signature

WSDOT Authorized Signature

Printed Name

Printed Name

This notice is to be **EMAILED** or **FAXED** to the (*fill- in*) Region Utility Office at (*fill in FAX, email*) no less than 3 working days prior to commencing work indicated in this Category 4 Installation Authorization. **Work within the WSDOT right of way shall not commence until this form is returned by Email or FAX from the Department Representative.**

Working days are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

EXISTING FRANCHISE/PERMIT NO.: _____ **Expiration Date:** _____

SKETCH:

Category 4 Installation Authorization (Notice of Compliance)



Utility Permit or Franchise Application
Control Zone
Variance Request
Justification Questionnaire

Permit/Franchise #:	Amendment #:	Date:
SR:	MP Limits:	
Applicant:		
Installation Description:		

INSTRUCTIONS: Answer each question thoroughly, providing detailed answers. Unanswered questions or vague, incomplete justifications will delay the review of your utility Permit or Franchise Application.

SECTION 1 – REASON FOR VARIANCE REQUEST (to be completed by applicant)

Check those that apply:

- The state-owned operating highway right of way is not adequate to accommodate utility objects outside the Control Zone.
- Due to terrain or other features, segments of the utility facility do not warrant being located beyond the Control Zone boundary (include photos, plans, or other information supporting this claim).

SECTION 2 – VARIANCE JUSTIFICATION (to be completed by applicant)

1. Reason(s) the utility cannot be located as a Location III Object: _____
2. What makes installation of the facility outside the Control Zone limits difficult or impossible? _____
3. If cost is a factor in making installation outside the Control Zone limits unreasonable, explain why. Provide sufficient information to support justification request based on a cost impact, such as cost analyses or cost comparisons for the alternative options: _____
4. Describe the alternate routes, construction methods, and alternatives considered but rejected in favor of the current proposal: _____
5. What alternative countermeasures were considered? _____

Alternative Measures include:

- Locating on private easement outside the highway right of way. Documentation that a good faith effort was made to obtain property rights outside of highway right of way is required. At a minimum, such documentation must include proof that an offer was made to the adjoining property owner based on fair market value, and that the offer was not accepted. Specific documentation for this purpose may vary depending on the nature of the proposal and at the discretion of the region utilities engineer.
- Putting utility line underground.
- Reducing the number of utility objects through joint use, increasing 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; or using a breakaway design
 - Other identified location-specific measures
-

Provide the following items to substantiate your justification request:

- Photos of area of installation.
- Roadway cross sections (from right of way to right of way, where feasible), slope areas, and terrain features.
- Illustrations of the alternative designs or routes considered.
- To illustrate efforts made in obtaining easements outside of the highway right of way, include letter(s) of offer and rejection for any easement requests.

SECTION 3 – CONTROL ZONE CALCULATIONS (to be completed by applicant)

Consideration of this Variance will take place after calculations for all impacted objects have been provided. Include complete calculations showing the limits of the Control Zone and the location of each aboveground utility object within the operating highway right of way. These calculations are to be based on actual field measurements at each proposed aboveground utility location.

Basis for Control Zone Calculations

The Control Zone distance is the distance found in the Clear Zone Distance Table (see [Figure 1](#)). The Control Zone distance varies according to three factors: (1) the posted speed, (2) traffic volumes expressed as Average Daily Traffic (ADT) volumes, and (3) the highway sideslope ratio. Control Zone distance is measured in feet normal or perpendicular to the highway centerline, beginning at the edge of the traveled way (fog line) and extending outward from the highway.

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. The beginning point for measuring the Control Zone, the traveled way does not include shoulders, parking lanes, turning lanes, storage for turning lanes, bike lanes, or adjacent pedestrian paths. It is generally described as the area between the outer edge stripes (also known as fog lines).

Control Zone Conditions

The Control Zone distance is determined by using the Clear Zone Distance Table (see [Figure 1](#)) and/or the conditions (4 for cut sections and 2 for fill sections of the roadway) in the area of the aboveground utility object. For linear utility installations, the Control Zone distance may vary if any of the three factors (speed, volume, or slope) change. If so, multiple Control Zone distance calculations may be required.

Cut section with no ditch or fill section:

Condition 1: No ditch – Backslopes of 3H:1V or flatter

Condition 5: Sideslope is 4H:1V or flatter – Slope averaging, when slope varies

Condition 6: Sideslope is 3H:1V or steeper*

The Control Zone Distance is read directly from the Clear Zone Distance Table, based on the posted speed and ADT. Use the 10H:1V column when no slope is apparent at the aboveground utility object location.

Condition 2: Ditch foreslopes of 4H:1V or flatter – For all ditch backslopes, use 10H:1V cut section in calculations

The Control Zone distance is the greater of:

- The Control Zone distance for a 10H:1V cut section based on speed and ADT.
- Five feet horizontally beyond the bottom of ditch.

When a backslope steeper than 3H:1V continues for a horizontal distance of 5 feet beyond the beginning of the backslope, it is not necessary to use the 10H:1V cut slope criteria.

Condition 3: Ditch foreslope is steeper than 4H:1V – Ditch backslope is steeper than 3H:1V

The Control Zone distance is 10 feet horizontally beyond the bottom of ditch.

Condition 4: Ditch foreslope is steeper than 4H:1V, but not steeper than 3H:1V* – Ditch backslope is 3H:1V or flatter

The Control Zone distance is established using the Recovery Area Formula (see [Figure 2](#)).

*Note: The Recovery Area Formula normally applies to slopes steeper than 4H:1V, but not steeper than 3H:1V. For steeper slopes, the Recovery Area Formula may be used as a guide if the embankment height is 10 feet or less.

Clear Zone Distances for State Highways Outside Incorporated Cities*

Posted Speed (mph)	Average Daily Traffic	Cut Section (Backslope) (H:V)					Fill Section (H:V)						
		3:1	4:1	5:1	6:1	8:1	10:1	3:1	4:1	5:1	6:1	8:1	10:1
35 mph or less – Control Zone distance = 10 feet													
40	Under 250	10	10	10	10	10	10	***	13	12	11	11	10
	251-800	11	11	11	11	11	11	***	14	14	13	12	11
	801-2000	12	12	12	12	12	12	***	16	15	14	13	12
	2001-6000	14	14	14	14	14	14	***	17	17	16	15	14
	Over 6000	15	15	15	15	15	15	***	19	18	17	16	15
45	Under 250	11	11	11	11	11	11	***	16	14	13	12	11
	251-800	12	12	13	13	13	13	***	18	16	14	14	13
	801-2000	13	13	14	14	14	14	***	20	17	16	15	14
	2001-6000	15	15	16	16	16	16	***	22	19	17	17	16
	Over 6000	16	16	17	17	17	17	***	24	21	19	18	17
50	Under 250	11	12	13	13	13	13	***	19	16	15	13	13
	251-800	13	14	14	15	15	15	***	22	18	17	15	15
	801-2000	14	15	16	17	17	17	***	24	20	18	17	17
	2001-6000	16	17	17	18	18	18	***	27	22	20	18	18
	Over 6000	17	18	19	20	20	20	***	29	24	22	20	20
55	Under 250	12	14	15	16	16	17	***	25	21	19	17	17
	251-800	14	16	17	18	18	19	***	28	23	21	20	19
	801-2000	15	17	19	20	20	21	***	31	26	23	22	21
	2001-6000	17	19	21	22	22	23	***	34	29	26	24	23
	Over 6000	18	21	23	24	24	25	***	37	31	28	26	25
60	Under 250	13	16	17	18	19	19	***	30	25	23	21	20
	251-800	15	18	20	20	21	22	***	34	28	26	23	23
	801-2000	17	20	22	22	23	24	***	37	31	28	26	25
	2001-6000	18	22	24	25	26	27	***	41	34	31	29	28
	Over 6000	20	24	26	27	28	29	***	45	37	34	31	30
65	Under 250	15	18	19	20	21	21	***	33	27	25	23	22
	251-800	17	20	22	22	24	24	***	38	31	29	26	25
	801-2000	19	22	24	25	26	27	***	41	34	31	29	28
	2001-6000	20	25	27	27	29	30	***	46	37	35	32	31
	Over 6000	22	27	29	30	31	32	***	50	41	38	34	33
70	Under 250	16	19	21	21	23	23	***	36	29	27	25	24
	251-800	18	22	23	24	26	26	***	41	33	31	28	27
	801-2000	20	24	26	27	28	29	***	45	37	34	31	30
	2001-6000	22	27	29	29	31	32	***	50	40	38	34	33
	Over 6000	24	29	31	32	34	35	***	54	44	41	37	36

(In feet, from edge of traveled way**)

*This figure also applies to limited access state highways in cities and median areas on managed access state highways in cities. (See the [Design Manual](#) for guidance on managed access state highways within incorporated cities.)

**Traveled way: The portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning.

***When the fill section slope is steeper than 4H:1V, but not steeper than 3H:1V, the Control Zone distance is modified by the Recovery Area Formula and is referred to as the recovery area. The basic philosophy behind the Recovery Area Formula is that a vehicle can traverse these slopes but cannot recover (control steering); therefore, the horizontal distance of these slopes is added to the Control Zone distance to form the recovery area.

Clear Zone Distance Table
Figure 1

Recovery Area Formula

The Recovery Area Formula accounts for variable factors in the area adjacent to the traveled way, including shoulder width, ditch and fill slopes, speed, and traffic volumes. Use the following formula to determine the errant vehicle recovery area as defined in Section 3, Control Zone Calculations.

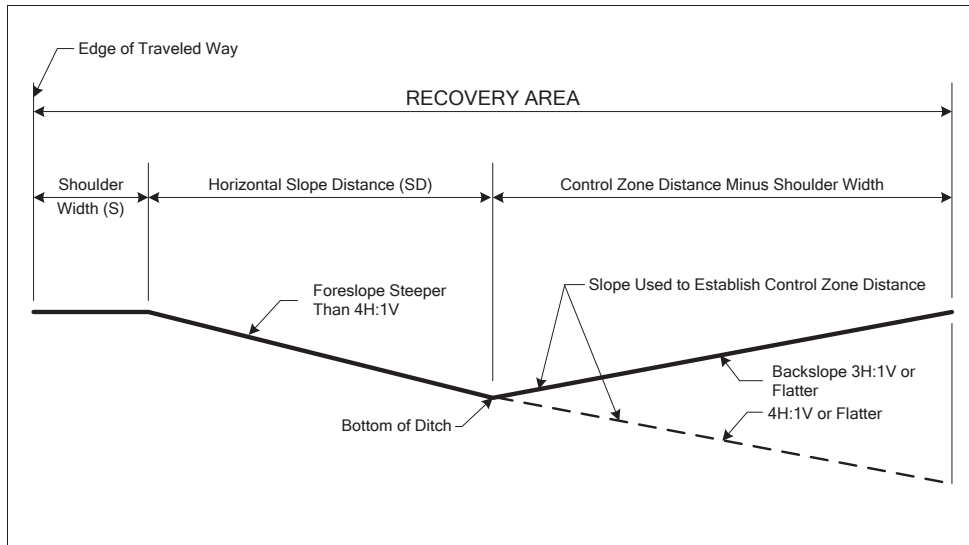
Recovery Area = (shoulder width) + (horizontal distance) + (Control Zone distance – shoulder width)

Where:

S = shoulder width

SD = horizontal slope distance

CZ = Control Zone distance from Control Zone Distance Table (see Figure 1)



Recovery Area Elements
Figure 2

Applicant Certification and Signature

To the best of my knowledge, the information provided herein by me, employees under my supervision, or consultants hired by me is complete and accurate and factually represents all aspects of the proposed utility installation.

Signature _____

Date _____

Print name _____

Title _____

SECTION 4 – REGIONAL CONSIDERATIONS (for Department use, informational only.)

Variance Assessment

Justification denied Justification considered for approval

If alternatives were not provided and the Region is considering approval of the request, clearly document any reasons for not requiring alternative investigations and file with the application.

Background

If this is an Amendment, is the parent Franchise current (not expired)? Yes No

If it is not current, has the utility been advised that the Franchise will need to be renewed? Yes No

What is the renewal timeframe and mitigation plan, if required?

Administrative Assessment and Coordination

If a Notice of Filing is necessary, explain why:

Are the proposed location, installation methods, and embankment materials adequate to meet Department requirements?

If this utility installation will impact future design or construction of any currently programmed projects, list the projects and explain the effects of the proposed utility installation:

If there is a probability of this installation affecting currently programmed projects, (1) have appropriate design and construction offices been given an opportunity to review and comment on the proposed installation, and (2) what steps will be taken to coordinate the utility installation with affected projects?

Region Utility Office Recommendation

What is the region's recommendation regarding approval of this Permit/Franchise Application? Application Approved Application Denied

Explain the reason(s) for approval or denial:



Utility Permit or Franchise Application
 Limited Access Encroachment
 Variance Request
Justification Questionnaire

Permit/Franchise #:		Date:
SR:	MP Limits:	
Applicant:		
Installation Description:		

INSTRUCTIONS: Please read each question carefully and provide thorough and complete answers in all sections. Unanswered questions or vague, incomplete justifications will delay review of your utility permit or franchise application. The WSDOT Region Utilities Office must complete Section 2, *Regional Considerations*. (It is attached for your information only.)

SECTION 1 – VARIANCE DESCRIPTION AND JUSTIFICATION (to be completed by applicant)

Part A – Conditions, Alternatives, and Preferred Route Selection

1. Reason for Installation Inside Limited Access Right of Way

Explain why it is unusually difficult or impossible to install the proposed utility outside limited access right of way:

2. Alternative Routes Considered

Identify all other route and/or installation alternatives considered, and explain why they were rejected. Attach a plan or sketch showing all routes considered:

3. Basis for Selection of Proposed Route

Explain the basis for selection of the chosen route and why it is critical to the alignment of the utility:

4. Cost Justification

If cost is a basis for justification, explain in detail what elements make the alternative locations cost-prohibitive. Attach a complete, detailed estimate of the costs.

5. Utility Maintenance

Will utility maintenance be necessary during the life of this utility? Yes No

If yes, explain the nature, frequency, duration, and management of maintenance operations, including proposed access to the utility, traffic control methods, and other aspects of maintenance operations:

6. Existing Conditions

Provide photographs showing existing conditions at the location of the proposed installation. Include vegetated areas, slope treatment, guardrail, drainage facilities, existing utilities, geologic or other natural features, and other items that will be impacted by this proposal:

7. Additional Information

Provide additional information in support of this Variance Request:

Part B – Variance Justification Submittal Requirements

All accommodation applications that include a variance proposal to occupy access controlled right of way must include:

- This Limited Access Encroachment Variance Request Justification Questionnaire.
- Plan showing all alternative routes considered.
- Engineering plans, profiles, and details for the chosen route.
- Roadway cross section of the entire right of way at regular intervals (maximum 300-foot spacing and at all changes in terrain and topography). Show details relating to width of travel lanes, turn lanes, shoulders, and widened areas, and location of existing and proposed utilities.
- Open trench cross section showing pipe and casing (if applicable), trench width, pipe zone bedding material, backfill material, and existing and replacement surfacing material, width, depth, and specification.
- Utility Maintenance Plan (if necessary).
- Cost estimate (if cost is the reason for rejection of alternatives).
- Additional supporting information.

Applicant Certification and Signature

To the best of my knowledge, the information provided herein by me, employees under my supervision, or consultants hired by me is complete and accurate and factually represents all aspects of the proposed utility installation.

Signature

Date

Print name

Title

SECTION 2 – REGIONAL CONSIDERATIONS (to be completed by WSDOT)

Background

Is the proposed installation a Franchise Amendment? Yes No

If yes, what is the franchise number that authorizes the parent utility?

Is the parent franchise expired? If yes, process the application using the Franchise Consolidation process. Yes No

Administrative Assessment and Coordination

Is there a need for a Notice of Filing? Yes No

If yes, explain why:

Will the proposal have adverse effects on the design, construction, stability, structural integrity, maintenance, appearance, or operation of the limited access facility or its appurtenances due to the proposal? Yes No

If yes, explain the adverse effects and how their impacts will be mitigated:

Will the proposal have negative impacts or potentially adverse effects on traffic and/or pedestrian movements or on the overall operation of the limited access facility that may occur in the future due to the proposed installation? Yes No

If yes, explain the negative impacts and how they will be mitigated:

Will the utility installation affect design or construction of currently programmed projects? Yes No

If yes, list the projects and explain the effects of the proposed utility installation:

Have appropriate design and construction offices been given an opportunity to review and comment on the proposed installation? Yes No

If so, what steps will be taken to coordinate utility installation with affected projects?

Region Utility Office Recommendation

What is the region's recommendation regarding approval of this application? Application Approved Application Denied

Explain the reason(s) for approval or denial:



Utility Permit or Franchise Application
 Longitudinal Median Installation
 Variance Request
Justification Questionnaire

Permit/Franchise #:		Date:
SR:	MP Limits:	
Applicant:		
Installation Description:		

INSTRUCTIONS: Please read each question carefully and provide thorough and complete answers in all sections. Unanswered questions or vague, incomplete justifications will delay review of your utility permit or franchise application. The WSDOT Region Utilities Office must complete Section 2, *Regional Considerations*. (It is attached for your information only.)

SECTION 1 – VARIANCE IDENTIFICATION AND JUSTIFICATION (to be completed by applicant)

Part A – Conditions, Alternatives, and Preferred Route Selection

1. Reason for Installation Within Highway Median

Explain why it is unusually difficult or impossible to install the proposed utility at a location other than within the highway median:

2. Alternative Routes Considered

Identify all other route alternatives considered and explain why they were rejected. Attach a plan or sketch showing all routes considered:

3. Basis for Selection of Proposed Route

Explain the basis for selection of the chosen route and why it is critical to the alignment of the utility:

4. Cost Justification

If cost is a basis for justification, explain in detail what elements make the cost prohibitive and why. Attach a complete, detailed estimate of the costs:

5. Existing Material and Highway Appurtenances

Identify existing embankment material and roadway surfacing material adjacent to the trench and highway facilities (rock-lined ditches, guardrail or barrier, signs, other utilities, and so on) on or near the proposed open cut route:

6. Existing Conditions

Provide photographs showing existing conditions along the proposed route. Include anticipated or potential impacts to vegetated areas, geologic features, guardrail, drainage features, or other items adjacent to the open cut route.

7. Additional Information

Provide additional information in support of this Variance Request:

Part B – Variance Justification Submittal Requirements

All accommodation applications that include a variance proposal to install longitudinally in the median must include:

- This Longitudinal Median Installation Variance Request Justification Questionnaire.
- Plan showing all alternative routes considered.
- Engineering plans, profiles, and details for the chosen route.
- Roadway cross sections at regular intervals along the route of the longitudinal installation. Show details relating to width of travel lanes, turn lanes, shoulders, widened areas, drainage facilities, signing, and location of existing utilities.
- Trench cross section showing pipe and casing (if applicable); trench width; pipe zone bedding and material; backfill material; and existing and replacement surfacing material, width, depth, and specification.
- Utility Maintenance Plan (if necessary).
- Cost estimate (if cost is reason for rejection of alternatives).
- Additional supporting information.

Applicant Certification and Signature

To the best of my knowledge, the information provided herein by me, employees under my supervision, or consultants hired by me is complete and accurate and factually represents all aspects of the proposed utility installation:

Signature

Date

Print name

Title

SECTION 2 – REGIONAL CONSIDERATIONS (to be completed by WSDOT)

Background

Is the proposed installation a Franchise Amendment? Yes No
If yes, what is the franchise number that authorizes the parent utility?

Is the parent franchise expired? If yes, process the application using the Franchise Consolidation process. Yes No

Administrative Assessment and Coordination

Is there a need for a Notice of Filing? Yes No
If yes, explain why:

Will the proposed utility have an adverse effect on the safety, structural integrity, maintenance, appearance, or operation of the highway? Yes No
If yes, explain why:

Is the proposed installation at a location where WSDOT agrees the proposed embankment materials and installation methods are adequate? Yes No

Will the utility installation affect design or construction of currently programmed projects? Yes No
If yes, list the projects and explain the effects of the proposed utility installation:

Have appropriate design and construction offices been given an opportunity to review and comment on the proposed installation? Yes No
If so, what steps will be taken to coordinate utility installation with affected projects?

Region Utility Office Recommendation

What is the region's recommendation regarding approval of this application? Application Approved Application Denied
Explain the reason(s) for approval or denial:

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:

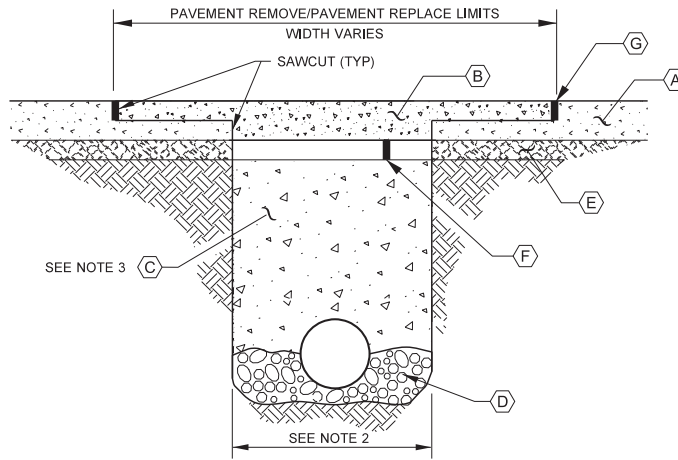
(Legal description showing beginning milepost and legal description) thence northerly (easterly, etc.) to a point opposite approximate (ending milepost and legal description).

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), 20____.

Regional Administrator

Notice of Filing

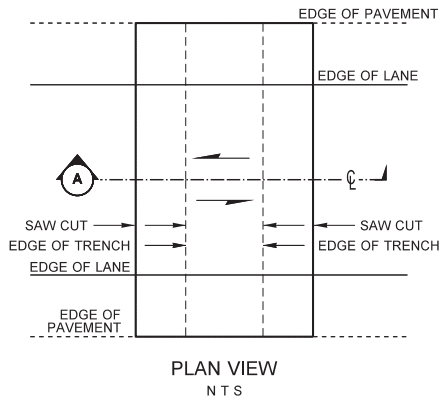


OPEN CUT CROSS SECTION
NTS

LEGEND

- (A) EXISTING HMA (HOT MIX ASPHALT) OR PCCP (PORTLAND CEMENT CONCRETE PAVEMENT).
- (B) HMA CLASS 1/2 INCH OR PCCP; DEPTH AND MATERIAL SHALL MATCH EXISTING PAVEMENT. REMOVAL AND REPLACE-
MENT LIMITS OF PAVEMENT TO BE DETERMINED AT THE TIME OF UTILITY PERMIT/FRANCHISE REVIEW.
- (C) APPROVED BACKFILL MATERIAL OR CDF (CONTROL DENSITY BACKFILL) OR AS SPECIFIED BY WSDOT.
- (D) BEDDING MATERIAL DEPTH BENEATH PIPE / CASING SHALL BE SIX (6) INCHES. ADDITIONAL PIPE BEDDING
SHALL BE PLACED EQUAL TO HALF THE DIAMETER OF PIPE / CASING OR SIX (6) INCHES WHICHEVER IS LESS.
- (E) EXISTING CRUSHED SURFACING BASE COURSE.
- (F) CRUSHED SURFACING BASE COURSE DEPTH SHALL MATCH DEPTH OF EXISTING CRUSHED
SURFACING BASE COURSE.
- (G) HMA BUTT JOINT REQUIRES TACK, SEAL AND SAND. FOR PCCP REFER TO GENERAL NOTE 5.

GENERAL NOTES



PLAN VIEW
NTS

1. TRENCHING AND PIPE INSTALLATION SHALL MEET THE REQUIREMENTS OF WSDOT STANDARD SPECIFICATION 7-08.
2. MAXIMUM TRENCH WIDTH SHALL NOT EXCEED CASING / PIPE DIAMETER PLUS AN ADDITIONAL ONE (1) FOOT ON EITHER SIDE OF THE CASING / PIPE.
3. COMPACTION SHALL BE METHOD C PER STANDARD SPEC. SECTION 2-03.3 (14)C.
4. MINIMUM DEPTH SHALL BE SIXTY (60) INCHES FROM THE FINISHED SURFACE TO TOP OF CASING/ PIPE.
5. PCCP SHALL BE REPLACED TO THE NEXT PANEL JOINT IN EACH DIRECTION AS APPROVED BY WSDOT. ALL WORK SHALL BE AS SPECIFIED IN WSDOT STANDARD SPECIFICATION SECTION 5-01.3(4).
6. WHEN CONNECTING TO AN EXISTING FACILITY UNDER THE PAVEMENT, PAVEMENT RESTORATION MAY, AT THE DEPARTMENT'S DISCRETION, INCLUDE THE FULL LANE WIDTH AND ENCROACHED SHOULDER.
7. CASING PIPES SHALL EXTEND A MINIMUM OF SIX (6) FEET BEYOND THE TOE OF FILL SLOPES, BOTTOM OF DITCHLINE, OR OUTSIDE OF CURB.
8. TACK ASPHALT PER WSDOT STANDARD SPECIFICATION 5-4.3(5)A.

APPLICATION:	OPEN CUT CROSSING UTILITY TRENCH BACKFILL DETAIL	Washington State Department of Transportation WSDOT Utility Accommodation	
APPROVALS:			
REVISID: March 2012			DATE:

Open Cut Crossing Utility Trench Backfill Detail

Date _____

(applicant's name)
XYZ Telecommunications
1234 W. Utility Lane
Seattle, WA 98133-9710

Subject: SR 000 CS 0000
MP xx to MP xy
Utility Permit/Franchise Application No. _____
Open Cut Pavement Variance Justification Request

Dear (applicant's name):

Thank you for your utility permit/franchise application. Your application to (describe installation) has been determined to be a variance from the Utilities Accommodation Policy, WAC 468-34-190(4). Specifically, you have requested to use a construction method that involves open cutting the existing paved roadway surface.

You must thoroughly justify any request to open cut the existing paved surface by explaining why an open cut construction method is the only reasonable installation alternative available for placement of your utility within the public right of way. Attached for your convenience is an Open Cut Pavement Justification Questionnaire to assist you in complying with this justification requirement.

Please complete the Open Cut Pavement Justification Questionnaire in its entirety. Unanswered questions or vague, incomplete information may cause a delay in the review.

If you need further assistance or have any questions, please call (phone number) or e-mail at (e-mail address).

Sincerely,

Name (upper/lower case)
Title

SIGNATORY INITIALS: typist's initials

Enclosure
cc: File

Open Cut Pavement Request Letter



Utility Permit or Franchise Application
 Open Cut Pavement
 Variance Request
Justification Questionnaire

Permit/Franchise #:		Date:
SR:	MP Limits:	
Applicant:		
Installation Description:		

INSTRUCTIONS: Please read each question carefully and provide thorough and complete answers in all sections. Unanswered questions or vague, incomplete justifications will delay review of your utility permit or franchise application. The WSDOT Region Utilities Office must complete Section 2, *Regional Considerations*. (It is attached for your information only.)

SECTION 1 – JUSTIFICATION OF VARIANCE PROPOSAL (to be completed by applicant)

1. Reason for Open Cut Installation

Explain why it is unusually difficult or impossible to employ subsurface (trenchless) installation techniques to install the proposed utility beneath the pavement structure:

2. Alternative Routes Considered

Identify all other route and/or installation alternatives considered, and explain why they were rejected. Attach a plan or sketch showing all routes considered:

3. Basis for Selection of Proposed Route

Explain the basis for selection of the chosen route and why it is critical to the alignment of the utility:

4. Cost Justification

If cost is a basis for justification, explain in detail what elements make the alternative locations cost-prohibitive. Attach a complete, detailed estimate of the costs.

5. Utility Maintenance

Will utility maintenance be necessary during the life of this utility? Yes No

If yes, explain the nature, frequency, duration, and management of maintenance operations, including proposed access to the utility, traffic control methods, and other aspects of maintenance operations:

6. Existing Surface Material

Identify existing surface material of traveled lanes, shoulders and widened areas, embankments, and special construction details (such as rock-lined ditch or slope treatment) at open cut location:

7. Existing Conditions

Provide photographs showing the existing conditions on both sides of highway at location of open cut. Include vegetated areas, geologic features, guardrail, drainage features, or other items that will be impacted by this open cut proposal:

8. Profile of Proposed Open Cut Installation

Provide a roadway cross section showing a profile of the proposed open cut installation across the entire WSDOT right of way at the proposed open cut location. This information should include (1) the location of all existing utilities, (2) the width of traveled lanes, turn lanes, shoulders, and widened areas outside of shoulders, and (3) the angle and depth of the proposed utility installation in relation to the existing roadway surface, ditching and/or embankments. Dimension all information from the centerline of the highway horizontally and depth information from appropriate points vertically.

9. Proposed Open Cut Trench Cross Section

Provide a proposed open cut trench cross section showing pipe and casing ID and OD (if applicable); typical trench construction width; typical pipe zone bedding depth and material; typical trench backfill depth and material; and existing and replacement surfacing depth and material and the width and method of repair of roadway surface.

10. Additional Information

Provide additional information in support of this Variance Request:

SECTION 2 – REGIONAL CONSIDERATIONS (to be completed by WSDOT)

Background

Is the proposed installation a Franchise Amendment? Yes No

If yes, what is the franchise number that authorizes the parent utility?

Is the parent franchise expired? If yes, process the application using the Franchise Consolidation process. Yes No

Administrative Assessment and Coordination

Is there a need for a Notice of Filing (WAC 468-34-030)? Yes No

If yes, explain why:

Will the proposal have adverse effects on the structural integrity, maintenance, appearance, or operation of the highway? Yes No

If yes, explain the adverse effects:

Will the proposal have negative impacts or potentially adverse effects on traffic and/or pedestrian movements or on the overall operation of the limited access facility that may occur in the future due to the proposed installation? Yes No

If yes, explain the adverse effects:

Will the utility installation affect design or construction of currently programmed projects? Yes No

If yes, list the projects and explain the effects of the utility installation:

What is the schedule of the proposed utility installation and WSDOT projects identified above and are there potential conflicts?

Have appropriate design and construction offices been given an opportunity to review and comment on the proposed installation? Yes No

If so, what steps will be taken to coordinate utility installation with affected projects?

Region Utility Office Recommendation

What is the region's recommendation regarding approval of this application? Application Approved Application Denied

Explain the reason(s) for approval or denial:

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Quitclaim Deed
Reference Number of Related Document: { }
Grantor(s): { }
Grantee(s): State of Washington, Department of Transportation
Legal Description: { }
Additional Legal Description is on Page(s) { } of Document.
Assessor's Tax Parcel Number(s): { }

QUITCLAIM DEED

State Route { }

The Grantor, { utility company name }, { type of entity }, for and in consideration of TERMS SET FORTH IN UTILITY AGREEMENT NO. UT _____, hereby conveys and quitclaims to the **State of Washington, Department of Transportation**, the following described real property, and any after acquired interest therein, situated in { } County, State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain:

For legal description and additional conditions,
see Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington

RES-306
Revised 09/05

Page { page } of { numpages } pages

FA No. F-{ } ()
Project No. { }
Parcel No. { }

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Quitclaim Deed
Reference Number of Related Document: { }
Grantor(s): { }
Grantee(s): State of Washington, Department of Transportation
Legal Description: { }
Additional Legal Description is on Page(s) { } of Document.
Assessor's Tax Parcel Number(s): { }

QUITCLAIM DEED

State Route { }

The Grantor, { utility company name }, { type of entity }, for and in consideration of TERMS SET FORTH IN UTILITY AGREEMENT NO. UT _____, hereby conveys and quitclaims to the **State of Washington, Department of Transportation**, the following described real property, and any after acquired interest therein, situated in { } County, State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain:

For legal description and additional conditions,
see Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington

RES-306
Revised 09/05

Page { page } of { numpages } pages

FA No. F-{ } ()
Project No. { }
Parcel No. { }

QUITCLAIM DEED

unless and until accepted and approved hereon in writing for the State of Washington,
Department of Transportation, by the Director of Real Estate Services.

Date: _____, {year}

{ utility company }

By: _____
{ officer }

Its: _____
{ name }

By: _____
{ officer }

Its: _____
{ name }

Accepted and Approved

STATE OF WASHINGTON,
Department of Transportation

By: _____
Gerald L. Gallinger
Director, Real Estate Services

Date: _____

RES-306

Page { page } of { numpages } pages Parcel No. { }

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Quitclaim Deed
Reference Number of Related Document: { }
Grantor(s): { }
Grantee(s): State of Washington, Department of Transportation
Legal Description: { }
Additional Legal Description is on Page(s) { } of Document.
Assessor's Tax Parcel Number(s): { }

QUITCLAIM DEED

State Route { }

The Grantor, { utility company name }, { type of entity }, for and in consideration of TERMS SET FORTH IN UTILITY AGREEMENT NO. UT _____, hereby conveys and quitclaims to the **State of Washington, Department of Transportation**, the following described real property, and any after acquired interest therein, situated in { } County, State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain:

For legal description and additional conditions,
see Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington

RES-306
Revised 09/05

Page { page } of { numpages } pages

FA No. F-{ } ()
Project No. { }
Parcel No. { }



Utility Permit or Franchise Application
 Roadway Prism Open Trench
 Variance Request
Justification Questionnaire

Permit/Franchise #:		Date:
SR:	MP Limits:	
Applicant:		
Installation Description:		

INSTRUCTIONS: Please read each question carefully and provide thorough and complete answers in all sections. Unanswered questions or vague, incomplete justifications will delay review of your utility permit or franchise application. The WSDOT Region Utilities Office must complete Section 2, *Regional Considerations*. (It is attached for your information only.)

SECTION 1 – VARIANCE IDENTIFICATION AND JUSTIFICATION (to be completed by applicant)

Part A – Conditions, Alternatives, and Preferred Route Selection

1. Reason for Use of Open Trench Installation Method at or Along the Chosen Route

Explain why it is unusually difficult or impossible to install the proposed utility using trenchless construction methods in lieu of open trenching the roadway prism outside the pavement structure:

2. Alternative Routes Considered

Identify all other route and/or installation alternatives considered, and explain why they were rejected. Attach a plan or sketch showing all routes considered:

3. Basis for Selection of Proposed Route

Explain the basis for selection of the chosen route and why it is critical to the alignment of the utility:

4. Cost Justification

If cost is a basis for justification, explain in detail what elements make the alternative locations cost-prohibitive. Attach a complete, detailed estimate of the costs:

5. Existing Material and Roadside Appurtenances

Identify existing embankment material and roadway surfacing material adjacent to the trench and highway facilities (such as rock-lined ditches, slope treatment, drainage facilities, vehicular barriers, signs, guideposts, mileposts, or other utilities) on or near the proposed open cut route:

6. Existing Conditions

Provide photographs showing existing conditions at the location and in the vicinity along the proposed route. Include anticipated or potential impacts to vegetated areas, geologic features, guardrail, drainage features, or other items adjacent to the open cut route:

7. Utility Maintenance

Will utility maintenance be necessary during the life of this utility? Yes No

If yes, explain the nature, frequency, duration, and management of maintenance operations, including proposed access to the utility, traffic control methods, and other aspects of maintenance operations:

8. Additional Information

Provide additional information in support of this Variance Request:

Part B – Variance Justification Submittal Requirements

All accommodation applications that include a variance proposal to use open trench construction methods within the roadway prism must include:

- This Roadway Prism Open Trench Variance Request Justification Questionnaire.
- Plan showing all alternative routes considered.
- Engineering plans, profiles, and details for the chosen route.
- Roadway cross section of the entire right of way if open cut is normal to centerline; or at regular intervals if a longitudinal open cut. Show details relating to width of travel lanes, turn lanes, shoulders, and widened areas, and location of existing and proposed utilities.
- Open trench cross section showing pipe and casing (if applicable), trench width, pipe zone bedding material, backfill material, and existing and replacement material, width, depth, and specification.
- Utility Maintenance Plan (if necessary).
- Cost estimate (if cost is reason for rejection of alternatives).
- Additional supporting information.

Applicant Certification and Signature

To the best of my knowledge, the information provided herein by me, employees under my supervision, or consultants hired by me is complete and accurate and factually represents all aspects of the proposed utility installation.

Signature

Date

Print name

Title

SECTION 2 – REGIONAL CONSIDERATIONS (to be completed by WSDOT)

Background

Is the proposed installation a Franchise Amendment? Yes No

If yes, what is the franchise number that authorizes the parent utility?

Is the parent franchise expired? If yes, process the application using the Franchise Consolidation process. Yes No

Administrative Assessment and Coordination

Is there a need for a hearing (WAC 468-34-030)? Yes No

If yes, explain why:

Will the proposed utility have impacts or adverse effects on the design, construction, safety, stability, structural integrity, maintenance, appearance, or operation of the highway? Yes No

If yes, explain the impacts or adverse effects:

Is the proposed installation at a location where WSDOT agrees the proposed embankment materials and installation methods are adequate? Yes No

Will the proposal have negative impacts or potentially adverse effects on traffic and/or pedestrian movements or on the overall operation of the limited access facility that may occur in the future due to the proposed installation? Yes No

If yes, explain the negative impacts and how they will be mitigated:

Will the utility installation affect design or construction of currently programmed projects? Yes No

If yes, list the projects and explain the effects of the proposed utility installation:

Have appropriate design and construction offices been given an opportunity to review and comment on the proposed installation? Yes No

If so, what steps will be taken to coordinate utility installation with affected projects:

Region Utility Office Recommendation

What is the region's recommendation regarding approval of this application: Application Approved Application Denied

Explain the reason(s) for approval or denial:



Utility Permit or Franchise Application
Scenic Classification
Variance Request
Justification Questionnaire

Permit/Franchise #:		Date:
SR:	MP Limits:	
Applicant:		Scenic Classification:
Installation Description:		

INSTRUCTIONS: As defined in WAC 468-34-330, aerial facilities along highways in Scenic Classes A and B are considered a variance from WSDOT policy and must be installed underground. Proposed installations contrary to this policy require reasonable and acceptable justification for doing so.

Please read each question carefully and provide thorough and complete answers in all sections. Unanswered questions or vague, incomplete justifications will delay review of your utility permit or franchise application. Questions requiring further clarification should be answered on a separate sheet and attached to this questionnaire. The WSDOT Region Utilities Office must complete Section 2, *Regional Considerations*. (It is attached for your information only.)

SECTION 1 – JUSTIFICATION OF VARIANCE PROPOSAL (to be completed by applicant)

1. Variance Request Description

Please explain the nature of your Variance Request and why the installation is a variance:

2. Existing Right of Way Conditions

Provide photographs showing the existing conditions and scenic vistas on both sides of highway at or along the location of the proposed installation. Include any vegetated areas, wetlands, geologic features, guardrail, drainage features, or other items that may be considered valuable to the scenic quality of this section of highway.

3. Special Exceptions Consideration

Does the proposed utility installation have power lines in excess of 35 Kv? Yes No

If yes, explain the special design features that will be incorporated into the project to minimize the visual impact of the proposed facility (if approved):

Are alternative routes or locations available for installation of the proposed utility? Yes No

If no, please explain why no alternative routes are available. Provide aerial photographs, mapping, or other evidence to support this claim:

If alternative routes are available, describe the number and location of the alternative routes considered for the proposed facility (alternative routes *must* be considered in order to obtain justification approval):

Explain why these alternative routes were not selected:

Is this facility proposed to be installed upon existing utility poles or other facilities within Class A or B? Yes No

Are the alternative locations visually more undesirable? Yes No
If yes, please explain. Support your explanation with photographic evidence and other documentation:

Is undergrounding the proposed utility technically feasible? Yes No
If no, please explain. Support your claim with geotechnical reports or similar evidence obtained during your research:

Will the cost of undergrounding adversely affect utility consumer rates? Yes No
If yes, please explain. Provide detailed calculations or analyses to support your claim:

Will the cost of undergrounding have an adverse affect on the long-term economics of the utility? Yes No
If yes, please explain. Provide detailed data supporting your claim:

4. Additional Information

Provide additional information in support of this Variance Request:

SECTION 2 – REGIONAL CONSIDERATIONS (to be completed by WSDOT)

Background

Is the utility proposing to use existing utility poles as part of this installation? Yes No

If yes, who is the owner of the poles?

Are the existing poles properly franchised or permitted? Yes No

If yes, what is the permit/franchise number that permits the poles?

If a franchise, has it been renewed at least once? Yes No

If the franchise has not been renewed, is it expired? Yes No

If renewed, in what year is the current renewal due to expire?

Has the utility been informed that the franchise will need to be undergrounded at the next renewal? Yes No

If no, explain why not:

Administrative Assessment and Coordination

Is there a need for a Notice of Filing? Yes No

If yes, explain why:

Will the proposal have any adverse effects on the structural integrity, maintenance, appearance, or operation of the highway? Yes No

If yes, explain adverse effects:

Will the utility installation affect design or construction of currently programmed projects? Yes No

If yes, list the projects and explain the effects of the proposed utility installation:

Have appropriate design and construction offices been given an opportunity to review and comment on the proposed installation? Yes No

If so, what steps will be taken to coordinate utility installation with affected projects:

Region Utility Office Recommendation

What is the region's recommendation regarding approval of this application? Application Approved Application Denied

Explain the reason(s) for approval or denial:



Utility Permit or Franchise Application
 Shallow Depth Installation
 Variance Request
Justification Questionnaire

Permit/Franchise #:		Date:
SR:	MP Limits:	
Applicant:		
Installation Description:		

INSTRUCTIONS: Please read each question carefully and provide thorough and complete answers in all sections. Unanswered questions or vague, incomplete justifications will delay review of your utility permit or franchise application. The WSDOT Region Utilities Office must complete Section 2, *Regional Considerations*. (It is attached for your information only.)

SECTION 1 – VARIANCE IDENTIFICATION AND JUSTIFICATION (to be completed by applicant)

Part A – Conditions, Alternatives, and Preferred Route Selection

1. Reason for Shallow Depth Installation

Explain why it is unusually difficult or impossible to install the proposed utility at the minimum required depth:

2. Alternative Routes Considered

Identify all other route and/or installation alternatives considered, and explain why they were rejected. Attach a plan or sketch showing all routes considered.

3. Basis for Selection of Proposed Route

Explain the basis for selection of the chosen route and why it is critical to the alignment of the utility:

4. Cost Justification

If cost is a basis for justification, explain in detail what elements make the alternative locations cost-prohibitive. Attach a complete, detailed estimate of the costs.

5. Existing Material and Highway Appurtenances

Identify existing subgrade and embankment material and roadway surfacing material above the proposed utility installation and any highway facilities (such as rock-lined ditches, vehicular barriers, signs, guideposts, mileposts, or other utilities) on or near the shallow depth route:

6. Existing Conditions

Provide photographs showing existing conditions along the proposed route. Include any anticipated or potential impacts to vegetated areas, geologic features, guardrail, drainage features, or other items adjacent to the shallow depth route.

7. Additional Information

Provide additional information in support of this Variance Request:

Part B – Variance Justification Submittal Requirements

All accommodation applications that include a variance proposal to use open cut construction methods must include the following:

- This Shallow Depth Installation Variance Request Justification Questionnaire.
- Plan showing all alternative routes considered.
- Engineering plans, profiles, and details for the chosen route.
- Protective Measures Plan detailing protective measures installation and construction.
- Roadway cross section of the entire right of way where the shallow installation is normal to centerline, or at regular intervals if a longitudinal installation. Show details relating to width of travel lanes, turn lanes, shoulders, and widened areas, and location of existing and proposed utilities.
- Utility Maintenance Plan (if necessary).
- Cost estimate (if cost is the reason for rejection of alternatives).
- Additional supporting information.

Applicant Certification and Signature

To the best of my knowledge, the information provided herein by me, employees under my supervision, or consultants hired by me is complete and accurate and factually represents all aspects of the proposed utility installation.

Signature

Date

Print name

Title

SECTION 2 – REGIONAL CONSIDERATIONS (to be completed by WSDOT)

Background

Is the proposed installation a Franchise Amendment? Yes No
If yes, what is the franchise number that authorizes the parent utility?

Is the parent franchise expired? Yes No
If yes, process the application using the Franchise Consolidation process.

Administrative Assessment and Coordination

Is there a need for a Notice of Filing? Yes No
If yes, explain why:

Will the proposed utility have an adverse effect on the safety, structural integrity, maintenance, appearance, or operation of the highway? Yes No

Is the proposed installation at a location where WSDOT agrees the proposed embankment materials and installation methods are adequate? Yes No

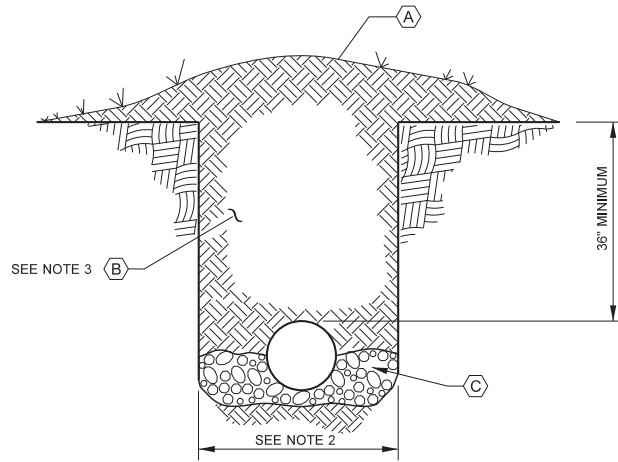
Will the utility installation affect design or construction of currently programmed projects? Yes No
If yes, list the projects and explain the effects of the proposed utility installation:

Have appropriate design and construction offices been given an opportunity to review and comment on the proposed installation? Yes No
If so, what steps will be taken to coordinate utility installation with affected projects?

Region Utility Office Recommendation

What is the region's recommendation regarding approval of this application? Application Approved Application Denied

Explain the reason(s) for approval or denial:



TRENCH CROSS SECTION
NTS

LEGEND

- (A) SURFACE RESTORATION WILL MATCH EXISTING ADJACENT TREATMENT (SEEDING, BARK, ETC.)
- (B) NATIVE MATERIAL OR AS DIRECTED BY WSDOT.
- (C) BEDDING MATERIAL DEPTH BENEATH THE PIPE CASING SHALL BE SIX (6) INCHES. ADDITIONAL PIPE BEDDING SHALL BE PLACED EQUAL TO HALF THE DIAMETER OF PIPE CASING OR SIX (6) INCHES WHICHEVER IS LESS.

GENERAL NOTES

1. TRENCHING AND PIPE INSTALLATION SHALL MEET THE REQUIREMENTS OF WSDOT STANDARD SPECIFICATION 7-08
2. MAXIMUM TRENCH WIDTH SHALL NOT EXCEED THE CASING / PIPE DIAMETER PLUS AN ADDITIONAL ONE FOOT ON EITHER SIDE OF THE CASING / PIPE.
3. COMPACTION SHALL BE METHOD C PER SECTION 2-03.3 (14)C
4. CASING PIPES SHALL EXTEND A MINIMUM OF SIX (6) FEET BEYOND THE TOE OF FILL SLOPES, BOTTOM OF DITCHLINE, OR OUTSIDE OF CURB.

APPLICATION:	UTILITY TRENCH BACKFILL DETAIL	 Washington State Department of Transportation WSDOT Utility Accommodation	
APPROVALS:			
REVISER: March 2012			DATE:

Utility Trench Backfill Detail



Utility Permit or Franchise Application
**Uncased Carrier Pipe Variance Request
 Justification Questionnaire**

Permit/Franchise No.:		Date:	
SR	MP Limits:		
Applicant:			
Installation Description:			

INSTRUCTIONS: Please read the questions below carefully and provide thorough and complete answers to all questions listed. Unanswered questions or vague or incomplete justifications may delay approval of your utility permit or franchise application. WSDOT Regional Utilities Office staff complete section 2 - Regional Considerations.

SECTION 1- Variance Identification and Justification (to be completed by applicant)

Section A-Conditions Where Encasement SHALL Be Required

WAC 468-34-210 (1) defines the conditions in which encasement is required, except as may be permitted under Section C below, for pipelines installed within WSDOT highway right of way. Please answer all of the questions listed below:

- Is the proposed pipeline a **pressurized** carrier pipe, or does it carry transmittants that are **flammable, corrosive, expansive, energized**, or in any way **unstable**? Yes No
- Is the proposed pipeline crossing under a completed freeway or other controlled access highway? Yes No
- Is casing required due to appropriate industry code? Yes No
- Is casing required due to special circumstances or conditions? Yes No
- Are there local features, embankment materials, construction methods, or other conditions that indicate the possibility of damage to the pipelines protective coating during installation? Yes No

If you answered NO to all of the above, please proceed to Section B.
 If you answered **YES** to any of the above, your proposed installation is considered a variance to that particular requirement of WAC 468-34 for which you answered yes. A variance requires that you provide the Department with **written justification** for not encasing your pipeline, including detailed analysis of the characteristics of proposed materials, geologic and/or hydraulic conditions, and any other factors that support your variance proposal.
NOTE: The Department will be viewing your written justification critically. Please proceed accordingly.

Encasement Variance Justification

Section B-Conditions Where Encasement MAY Be Required

WAC 468-34-210 (2) defines the conditions in which encasement may be required for pipelines installed within WSDOT highway right of way. Please answer all of the questions on the list below:

- Are methods other than trenchless construction being proposed as a method of installation for this utility? Yes No
- Are there external loads, potential shock, or other potentially destructive outside forces or influences that might damage the pipe during or after installation? Yes No
- Is the proposed installation providing a means of conveying leaking fluids or gases away from the area directly beneath the traveled way to a point of venting at or near the right of way line? Yes No
- Is the proposed installation a jack or bore installation of coated carrier pipe, and if so, is the utility unable to provide assurance to the Department that there will be no damage to the protective coating? Yes No

If you answered NO to all of the above, please proceed to Section C. If you answered **YES** to any of the above, **please provide a written explanation and description** supporting your answers. Explanations should include details of materials, geologic and/or hydraulic conditions, and any other factors that support your answer.

Section C-Special Conditions Where Encasement MAY or MAY NOT be Required

WAC 468-34-210 (3) defines the conditions in which encasement may or may not be required for pipelines installed within WSDOT highway right of way. Please answer all the questions on the list below:

- Is the proposed pipeline being relocated or installed in advance of a highway construction project? Yes No
- Is the proposed installation an uncased service crossing of 1-inch diameter or less which carries natural or other gases? Yes No
- Will the proposed installation conform to the design, installation, and cathodic protection provisions of the Minimum Federal Safety Standards, CFR 49, Part 192? Yes No
- Is the proposed installation on a highway that is no more than two lanes wide? Yes No
- Does the utility provide assurance to the Department that no damage will occur to the pipes protective coating or to the roadway structure during the lifetime of the installation? Yes No
- Will construction methods other than open cutting the existing paved surface be used to install the proposed utility? Yes No

If you answered **YES** to ALL of Section C above, the Department will consider your variance request. Your permit or franchise application will be approved, or further questions will be forwarded to you to be answered depending on individual circumstances of the proposed installation.

Applicant Certification and Signature

To the best of my knowledge the information provided herein by me, employees under my supervision, or consultants hired by me, is complete and accurate and factually represents all aspects of the proposed utility installation:

Signature

Date

Print name

Title

SECTION 2-**Regional Considerations** (to be completed by WSDOT)

Background

- Is the proposed installation a franchise amendment? Yes No
- If yes, what is the franchise number that authorizes the parent utility?
- Is the parent franchise current (not expired)? Yes No
- If it is not current, has the utility been informed that the franchise will need to be renewed? Yes No

Administrative Assessment and Coordination

- Is there a need for a notice of filing? Yes No
- If yes, explain why:

- Will the proposed utility have an adverse effect on the structural integrity, maintenance, appearance, or operation of the highway? Yes No
- Is the proposed installation at a location where the Department agrees the proposed embankment materials and installation methods are adequate? Yes No
- Will the utility installation affect design or construction of currently programmed projects? Yes No
- If yes, list the project and explain how the proposed utility installation will affect it:

- Have appropriate design and construction offices been given an opportunity to review and comment on the proposed installation? Yes No
- If so, what steps will be taken to coordinate utility installation with affected projects:

Region Utility Office Recommendation

- What is the Regions recommendation regarding approval of this application: Approve Disapprove
- Explain reasoning for disapproval

Effective April 4, 2016

The Roadside Safety Analysis Program (RSAP) utilizes variable factors that directly influence the outcomes of the analysis. The following sections provide requirements for RSAP submittals to WSDOT, including changes to certain values, settings and acceptable manner of submittals. These requirements are broken out according to the different sections or tabs within RSAPv3. Unless otherwise specified below, the default factors in the RSAPv3 should be used.

Project

Design Life should be listed as the life of the franchise under which the facility is located – usually 25 years. If the facility is not located under a WSDOT franchise, consult with the Region Utilities Office on the appropriate design life.

Traffic

Traffic Growth Rate varies from location to location based on the character of the area. Consult with the Region Utilities Office on the appropriate traffic growth rate for the area.

% Trucks – If unknown, consult with the Region Utilities Office.

Highway

RSAP allows users to define the length of highway segment to be evaluated. For WSDOT submittals, the length of highway segment for each analysis should be defined according to the following parameters:

- The total segment to be evaluated under an individual RSAP analysis must only contain **10 or less** above-ground utility objects¹; Multiple analysis may be submitted within a single submittal if more than 10 objects are to be evaluated using RSAP.
- The segment should begin 200 feet before the first object and end 200 feet after the last object.
- Multiple sub-segments should be defined for an individual analysis if any highway characteristics, such as slope, curves, number of lanes, etc. are different within the above-described parameters.

Alternatives

RSAP is capable of assessing up to 5 alternative actions per analysis. Appropriate alternatives selected for the analysis should be determined by the utility, but verified with the Region Utilities Office **before** the analysis is performed. This is intended to eliminate instances of re-submittal if all appropriate alternatives may not have been considered, and/or inform WSDOT in advance on why certain alternatives are not practicable and therefore should not be evaluated.

¹ Only above-ground utility objects that are not compliant with control zone requirements need to be included. For example, objects less than 4 inches high from the ground, property shielded by guard rail with the appropriate offset distance or certified as break-away would not need to be included in the analysis.

Individual hazards within the highway segment should be limited to the utility objects only. Other hazards that may be located within the 200 feet before and after areas, as described in the “Highway” section, above, should not be listed for the purpose of the analysis. Those objects may be addressed through a separate analysis for the adjoining highway segment.

When filling in data about the nature of the hazard being considered, RSAP automatically assigns a value of 12 inches as the diameter for utility poles when they are selected from the drop down menu. This value should be changed as follows: Unless actual field measurements will be entered, a standard dimension of 14 inches may be entered for Distribution poles and a standard dimension of 20 inches may be entered for Transmission poles. In cases where larger poles or alternative pole structures occur in a run of poles or at significant locations, such as a pivot points or when oversize poles have been placed to eliminate guy lines, those poles should be field measured and actual dimensions entered into RSAP.

Costs associated with each alternative should be estimated according to the utility’s standard methodology for estimating projects or alterations. Because these cost estimating methodologies are outside of WSDOT’s control and vary widely, the utility must certify that the scope and costs are accurate, as further specified in the “Applicant Endorsement” section, below.

X-Section

An accurate cross-section must be plotted for the highway segment. If the segment contains varying slope characteristics, multiple cross sections should be plotted accordingly per sub-segments.

Hazards

This section establishes costs for repair and maintenance associated with different types of infrastructure, including utility poles and guardrail. The default value for utility pole repair after a crash is \$5,000. The utility may alter this amount to reflect more accurate costs for its infrastructure, if known.

Similarly, if guardrail is included as an alternative measure, costs associated with a particular type of guardrail design should be updated to reflect WSDOT’s typical maintenance and repair costs. The type of guardrail that will primarily be used for the purposes of utility RSAP submittals is identified by RSAPv3 as “TL3WbeamGR”. **The “Typical Repair Cost/Crash” for this type of guardrail should be changed to \$2,250.**

For other types of guardrail, WSDOT will provide these updates after jointly determining the type of guardrail that should be used as described above in the “Alternatives” section.

Note: Altering data in this section of RSAP is done by pressing Control-Shift-H; making changes; and pressing Control-Shift-E to activate the changes. **If any information apart from the specified guardrail repair costs are altered, the changes and explanation for the changes must be clearly stated within the written summary accompanying the RSAP submittal.**

Analyze

The default within the “Analyze” settings for the Maximum Trajectories for each Encroachment Location is 200. This value may be reduced to as low as 50 at the discretion of the utility. Reducing this value will sometimes allow the analysis to run more quickly.

The “Risk Analysis” option within the settings must be checked. as risk associated with the preferred alternative will be considered as part of WSDOT’s review.

Results

Once the analysis is complete, B/C results will be shown in the B/C results tab. RSAPv3 has a default of 2 as the “Decision Point Benefit Cost Ratio”. This value must be changed to 1, after which the B/C ratio will automatically be recalculated.

The Risk results will be shown in the “Risk” tab under Results. RSAP’s default risk analysis bases results on the probability of fatal or incapacitating crashes (represented in RSAP as “A+K” crashes). WSDOT is interested in knowing the probability of any injury-causing crashes associated with each alternative, which requires the following modifications to the default risk values:

In the “Crash Severity” cell at the top of the page, the default selection is “A+K”. From the drop-down menu in the Crash Severity cell, select “Injury.” After this is completed, the Maximum Acceptable Risk value should be changed from the default 0.01 to .0075.

Method and content of submittals

The preferred method of RSAP submittals will be via USB flash drive accompanied by a written summary of the analysis. Other forms of comparable electronic submittal, including the use of FTP sites, may be acceptable as long as WSDOT utilities staff can easily access the files. E-mail submittals are not feasible given the large size of the RSAP files. The electronic submittal must contain the full RSAP analysis in the form available through RoadSafe LLC. The written summary should list the alternatives considered, an itemized estimate supporting the costs associated with each alternative, an overview of the results – both Benefit/Cost and Risk, and an explanation of any unique aspects of the analysis as necessary.

Applicant Endorsement

All RSAP submittals must include the attached form signed by a duly authorized representative of the utility in order to be considered. Documentation may be requested by WSDOT that verifies the signature authorization is appropriately delegated.

**Applicant Endorsement
Scope and Cost of Alternatives within the Roadside Safety Analysis Program**

Applicant: _____

Utility Franchise/Permit No: _____

I hereby affirm that the scope of work and costs associated with each alternative strategy assessed as part of the attached analysis is a true and correct representation of the design and scope necessary to implement each alternative according to the utility's own minimum design standards, jurisdictional requirements, local conditions, and applicable industry standards; none of the alternatives were designed to include betterments, system upgrades, superfluous design elements, or other factors that would tend to inflate the associated cost of each alternative beyond minimum design and construction requirements necessary to accomplish the intended alternative.

By: _____

Print Name

Title: _____

Date: _____