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## Remarks and Instructions

### General

Download the current electronic WSDOT *Utilities Manual*, the latest revision package, or separate chapters at: [www.wsdot.wa.gov/publications/manuals/M22-87.htm](http://www.wsdot.wa.gov/publications/manuals/M22-87.htm).

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### What’s Changed?

Following is a summary of the March 2010 changes:

**Chapter 1 – Utility Accommodation:** The Minimum Cover for Pipe Installation and Open Cut Detail figures have been revised to simplify them and make them more user friendly. The “Storm Drainage and Hydraulics” section has been updated to be more specific in regard to permitting.

**Chapter 2 – Utility Agreements:** This chapter has been revised after legal review and has been updated to reflect the current standard and nonstandard agreement format. Terms and descriptions have been updated to be consistent within the chapter and with the *Agreements Manual*.

**Chapter 3 – Railroads:** A reference to a *Design Manual* chapter has been updated.

**Chapter 5 – Government Agencies: State, Federal, Tribal, and Other Entities:** A section about USBR/state coordination on projects associated with USBR properties and state highway encroachments has been added.

**Chapter 6 – Project Delivery and Utility Relocation:** The environmental permitting documentation requirements have been updated and the environmental permitting process flow chart has been revised.

**Chapter 9 – Control Zone Guidelines:** The “Sample Control Zone Calculations” figures have been updated with more current terms; barrier distance has been updated; and the AASHTO variable cost information has been revised.

**Appendix A – Glossary:** Several new definitions were added.

**Appendix B – Utility Forms and Documents:** New Standard Form Agreements have been added; several Permit/Franchise Applications and Special Provisions have been replaced with revised forms.

**Appendix D – RCW and WAC References:** Added clarification to RCW 47.24.020(8).

**Revision Marks**

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

**Instructions for Holders of Printed Manual**

Page numbers and corresponding sheet counts are given in the table below to indicate portions of the *Utilities Manual* that have revisions.

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TECHNICAL MANUAL

# **Utilities Manual**

M22-87.02

March 2010

**Environmental and Engineering**  
Environmental Services

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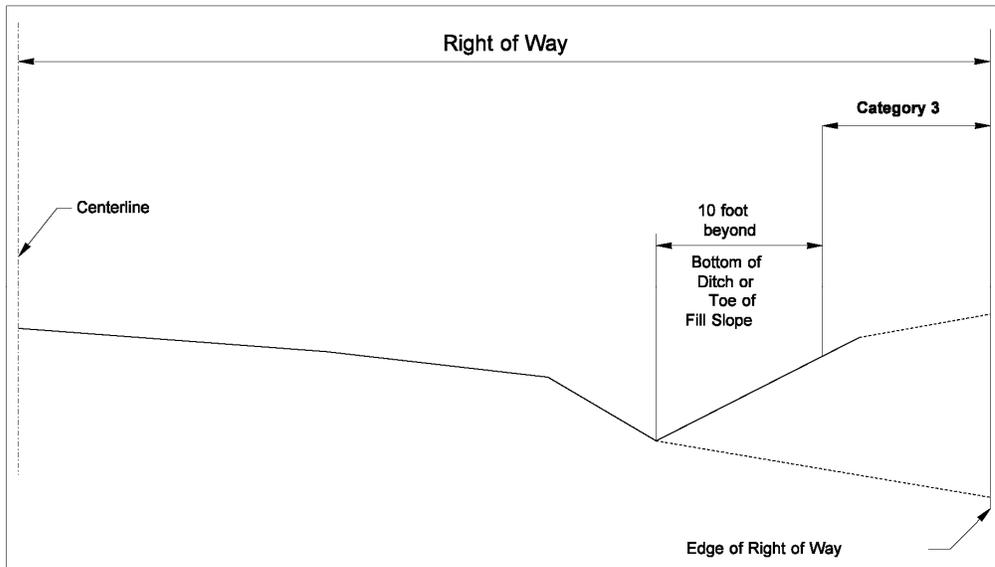
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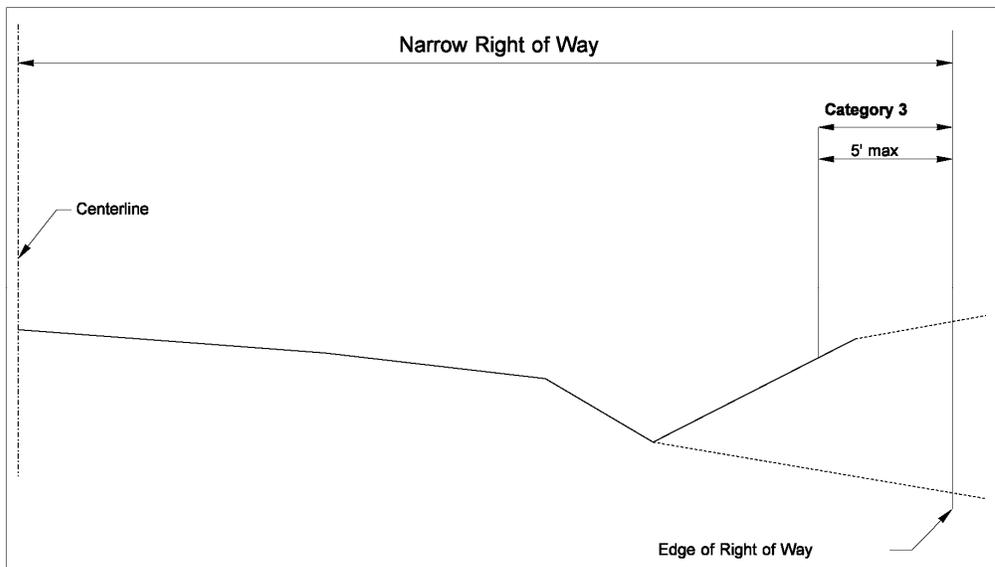
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**Installation Category 3: Standard Right of Way**  
*Figure 100-5*



**Installation Category 3: Minimal (Narrow) Right of Way**  
*Figure 100-6*

**(d) Installation Category 4: Exempt Same-Side Service Connection**

WAC 468-34-110(53)(d)

Utility installations within this category include same-side service connections in non-limited access that meet ALL of the following conditions and requirements:

1. The same-side service connection does not exceed the following quantity or capacity:
 

• Power	15 kV
• Telephone	25-Pair
• Natural Gas	1¼-Inch
• Gravity Sanitary Sewer	4-Inch ID
• Force Sanitary Sewer	2-Inch ID
• Water	1½-Inch ID
• Cable Television	½-Inch ID
• Fiber Optic Cable	6 Fiber or less
2. These installations will not require a permit, provided that:
  - Longitudinal installations do not exceed 26 feet in length.
  - The service originates from an existing current franchise or permit.
3. Associated construction activity must occur within the area defined as Category 3, as shown in Figures 100-5 and 100-6.
4. WSDOT may restrict the number and method of service connections based on the safety and operation of the highway.
5. The utility shall submit for approval a Category 4 form to the Region Utilities Office.

**100.04 Utility Classification Criteria**

WSDOT Policy

The following four elements constitute the Utility Classification Criteria (also Classification Criteria) for all utility accommodation documents:

- Highway Number
- County
- Utility Type
- Utility Owner

The Utility Classification Criteria recommendation is that only one franchise be issued to each utility owner for each type of utility, within each county or section of county, on each highway. Once a franchise is issued, each additional utility accommodation application will be treated as an amendment to the original franchise based on the Classification Criteria.

**(1) Purpose of Classification Criteria**

The Utility Classification Criteria has two primary purposes. The first is to reduce the number of existing utility accommodation documents currently being administered by WSDOT through the Franchise Consolidation process. The second purpose is to provide clear and consistent guidance for the administrative processing and management of utility accommodation applications received by the department.

- Appropriate decision-making documentation such as diaries, notes, letters, e-mails, and so on, that substantiate the decision-making and approval processes.
- Utility plans and details.
- Other plans and details such as Traffic Control Plans (TCP), Stormwater Pollution Prevention Plans (SWPPP), and other plan requirements.
- Surety information.
- Accounting details such as J-account information, copies of checks or check receipts, reimbursable account agreements, and other documents.
- Inspection information and details such as Inspector's Daily Reports (IDR) and materials reports.
- Checklists.
- Region and Headquarters (HQ) review approvals.
- Meeting agendas, notes, and action items.
- Research information.
- Other pertinent information.

## **(2) General Utility Company Documentation**

Regions should also consider maintaining files for individual utility customers. Customer files should be used to track general agreements, letters of clarification or understanding, commitments made with WSDOT or the utility, utility system plans, or other general utility company information or correspondence that may be generated by day-to-day business and that is not specific to a particular accommodation document file.

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Best Practice

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## **(3) Headquarters Documentation**

The Headquarters (HQ) Utilities Unit functions as a statewide coordination office and, as such, generally maintains only limited and temporary accommodation-related files. Headquarters responsibilities include:

- Blanket surety files.
- Utility Transfer of Ownership (Acceptance of Assignment) files of significance.
- Compliance reviews.
- Historical records.
- Management of statewide utility-related databases.

## **100.06 Approval Authority**

Approval for all utility accommodation documents and related administrative documents is delegated as defined in this section.

### **(1) Headquarters Approval**

The following documents and conditions require approval by the Utilities, Railroad, and Agreements Manager, as delegated by the State Design Engineer. Further delegation is not allowed.

**(a) Headquarters-Executed Administrative Documents**

- Blanket sureties.
- Transfer of Ownership for utilities for which WSDOT holds a blanket surety unless the utility is fully within one region; that region has approval, but must notify Headquarters. (See 130.05, Utility Transfer of Ownership – Acceptance of Assignment, for detailed guidance.)

**(b) Headquarters-Approved Accommodation Variance Documents: Federal Highway Administration (FHWA) Concurrence**

FHWA review and concurrence is required for the following utility installations proposed within interstate rights of way:

- Open cuts.
- Longitudinal installations within any median.
- Permanent access breaks from property adjacent to freeway right of way.
- Construction and maintenance site access from freeway ramps or main line.

**(c) Headquarters-Approved Accommodation Variance Documents**

All variances within full control limited access rights of way require review and approval by Headquarters. These variances include:

- Uncased installations involving pressurized carrier pipes and carriers of transmittants, other than natural gas, that are flammable, corrosive, expansive, energized, or unstable.
- Longitudinal utility installations within full control limited access rights of way.
- Access breaks from property adjacent to fully controlled access rights of way (access break review and approval will be coordinated with the HQ Access and Hearings Section).
- Construction and maintenance site access from main line in fully controlled access rights of way.
- Aerial installations proposed in areas designated as Scenic Class A or B.

Refer to 120.14, Variances: Types, Treatment, and Approval, for detailed guidance and requirements for proposed variance installations.

Regions should contact the HQ Utilities Unit as early as possible in the application review process when any utility application or proposed variance requires Headquarters approval. Discuss the details of the proposed installation and the reason for the variance to verify what information is required to receive approval of the proposed utility installation.

**(2) Region Approval**

The following documents and conditions require approval by a Regional Administrator or a delegated authority. Delegation of authority is established for the Regional Administrator's direct report staff in writing by each Regional Administrator.

### **(3) Governmental Entity Pools**

A Governmental Entity Pool is an alternative surety for local agencies and public utilities. For-profit utilities are not eligible for Entity Pool coverage.

Generally, an Entity Pool only provides liability coverage for Participating Members' third-party damages, such as bodily injury or property damage, resulting from members' negligent acts. Coverage is not normally provided for performance. In order for a utility to use an Entity Pool as a surety for highway utility installation purposes, the Entity Pool must be willing to provide, by Resolution, performance coverage in lieu of a performance bond on behalf of its Participating Members. Contact the HQ Utilities Unit for a current list of Governmental Entity Pools that have provided approved Resolutions.

#### **(a) Entity Pool Eligibility**

To meet WSDOT's entity pool surety requirements, an organization must:

- Be a local agency, such as a city or county, or a public utility.
- Be a participating member in a joint self-insured local government property/liability program.
- Have the approval and oversight of the State Risk Manager in the Office of Financial Management (OFM), as provided in RCW 48.62.
- Operate under the rules of WAC 82-60.
- Be listed on the OFM Risk Management Division Local Government Self-Insurance Program.

### **(4) Sureties for Other State Agencies**

Sureties are not required for utility accommodations involving other state agencies.

### **(5) Sureties for U.S. Government Agencies**

Sureties are not required for federal agency utility accommodations.

### **(6) Surety Requirements**

The following are minimum requirements for all sureties submitted:

- Must be an original surety document.
- Assignments of Escrow Account forms must be from a legally licensed banking institution.
- Assignment of Escrow Account forms must be stamped, signed, and notarized by a valid Notary Public licensed to do business in the state of Washington.
- Bonds must be issued from a bonding agent licensed within the state of Washington. State forms may be used by the bonding agent, or bonding agents may use their own forms, provided all information contained on the state form is contained in the agent form.
- Entity Pool sureties must be self-insured local government property/liability programs that have the approval and oversight of the State Risk Manager in the Office of Financial Management as provided in RCW 48.62 and operate under the rules of WAC 82-60.

## **(7) Surety Approval**

The Region Utilities Engineer approves and maintains individual sureties. The Utilities, Railroad, and Agreements Manager approves and maintains blanket sureties. The HQ Utilities Unit also maintains a Holder List of approved blanket sureties that is updated and published regularly.

## **(8) Surety Amounts**

### **(a) Individual Surety Minimum Amounts**

WAC 468-34-020(3)

Individual bonds and Assignment of Escrow Accounts shall be a minimum of \$1000. Surety amounts may be higher if deemed necessary or prudent by WSDOT to enable recovery of foreseeable expenses.

### **(b) Blanket Surety Minimum Amounts**

WAC 468-34-020(3)

Blanket Bonds shall be a minimum of \$10,000. However, an individual surety may be used to supplement a blanket surety on a case-by-case basis for individual utility installations if deemed necessary or prudent by WSDOT.

### **(c) Additional Surety**

The Region Utilities Engineer should use individual discretion when considering requiring increased or additional surety amounts beyond the minimum. Reasons or conditions for requiring increased amounts include, but are not limited to:

- Open cuts of the paved roadway.
- Other Category 1 installations.
- Demonstrated poor work performance issues.
- Scope of work, such as large or high-impact projects.
- Roadway crossings other than open cuts.
- Bridge attachment installations.

WSDOT may increase surety amounts for any reasonable situation deemed high risk to the continued safety or operation of department facilities.

## **(9) Surety Duration**

To ensure authorized utility work has been done to WSDOT's satisfaction, all sureties remain in effect until Completion of Construction, as follows:

### **(a) Installations Outside the Roadway**

WAC 468-34-020(3)

Sureties for work outside the roadway prism shall be maintained for a minimum period of one year after the date of completion of construction. Drainage, reestablishment of vegetation, or other issues may extend this time period on a case-by-case basis (see below).

### **(b) Open Cuts of Traveled Lanes or Shoulders**

WAC 468-34-020(3)

Sureties for work involving disturbance of the roadway prism shall be maintained for a minimum period of two years after the date of Completion of Construction. This is to ensure no settling or other secondary damage has occurred as a result of the installation.

Other federal agencies that may submit utility accommodation applications to WSDOT include, but are not limited to, the following:

- Department of Homeland Security
- Bonneville Power Administration (BPA)
- U.S. Army Corps of Engineers (Corps)
- NOAA USGS
- U.S. Fish and Wildlife Service
- U.S. Department of Energy

Utility installation proposals received from federal agencies must be processed using DOT Form 224-699, Application for Utility Permit or Franchise for U.S. Government Agencies (see Appendix B). This form contains General Provisions that differ from those of other utilities. Verify that the correct General Provisions are attached to the application prior to issuing the approved document. Use necessary Special Provisions the same as any utility installation application.

Refer to Chapter 5, Government Agencies: State, Federal, Tribal, and Other Entities, for additional information regarding coordination and requirements relating to specific federal agencies.

**(a) Federal Agency Fees**

Applications received from the federal government are exempt from application fees. However, the region may still require the federal agency to pay for any additional costs incurred by WSDOT for the review and approval of the agency's accommodation application. Other than application fees, all other application requirements apply to federal applications.

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WAC 468-34-020(1)

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**(4) Utility Installation Application Requirements**

All utility installations within the operating highway right of way, including those from other government agencies require submittal of the appropriate accommodation application for review and approval by WSDOT prior to occupation of construction personnel, equipment, or materials on the highway right of way or installation of the utility. Refer to 110.01, Accommodation Application Requirements, for detailed submittal requirements.

## 120 Specific Installation Requirements

### 120.01 Hearings

**(1) Determining the Need for a Franchise Hearing**

WSDOT is required to determine whether an opportunity for public hearing is necessary for certain utility installations. When determining the need, factors such as traffic flow, residential and public use area access, and business and environmental impacts should be considered.

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RCW 47.44.010  
RCW 47.44.020  
WAC 468-34-030(1)

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Hearing opportunities will normally be required for proposed utility installations that involve:

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WAC 468-34-030(2)

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- Overhead transmission lines in excess of 35 Kv.
- Facilities involving the installation of carrier pipe larger than 18 inches nominal diameter.

- Facilities requiring an excavation wider than 3 feet.
- Pipelines carrying transmittants that are flammable, corrosive, expansive, energized, or unstable and that are larger than 4 inches nominal diameter.
- Pressurized carrier pipes larger than 12 inches nominal diameter.
- Underground installations of any size that require excavation through landscaped areas authorized by permit and that are maintained by owners of abutting property.

WSDOT may approve, without advertisement, all other franchise applications.

## **(2) Hearing Requirements Met Under a Related Process**

WAC 468-34-030(3)

WSDOT may determine that hearing requirements have been met if the planned facility has already been or will be the subject of environmental land use or other hearings, such as the SEPA process or where the applicant presents evidence of a direct contact with owners of abutting property. However, any comments received from the public Notice of Opportunity for a Hearing must be addressed to the satisfaction of the department by the applicant prior to approval of the franchise.

## **(3) Franchise Hearings**

Those franchise applications that WSDOT determines warrant a hearing or hearing opportunity shall be processed in accordance with WAC 468-34-040 – 468-34-090.

## **120.02 City Streets as Part of State Highways**

RCW 47.24.020(4)(5)

A city is responsible for utility permitting on non-limited access highways within its city's limits. WSDOT is responsible for maintaining the pavement on the highway within the city limits. Even though cities can allow open cuts of the highway, the restoration must meet department requirements. All efforts should be made by the Region Utilities Office to coordinate review of any proposed utility installation within the city.

RCW 47.24  
RCW 47.24.020(13)

Work Zone Traffic Control for utility installations must meet MUTCD requirements. The region must work closely with the city to ensure the use of proper Work Zone Traffic Control.

## **120.03 Annexations and Route Jurisdiction Transfers**

### **(1) Annexations**

Cities often annex areas along or near existing city boundaries that include state highways. This annexation process effects jurisdiction as it relates to utility accommodation. (See 120.02, City Streets as Part of State Highways, for information on jurisdictional issues relating to utility accommodation.) Annexations that include non-limited access highways transfer jurisdiction of utility permitting authority to the city. City limits are noted on the latest edition of the State Highway Log. Annexation information is the responsibility of the local cities and counties.

#### **(a) Processing Existing Accommodation Documents**

Existing accommodation documents approved by WSDOT should be sent to the local agency. Entries should be made in the UFP and the accommodation document file indicating the date of transfer and other pertinent data such as

**(a) Pipe Bedding and Trench Backfill Requirements**

The following items are required for all trenched construction or as directed by WSDOT:

- All trenches shall be cut with vertical faces as much as may be permitted by soil and depth conditions.
- Maximum trench width shall be no more than the outside diameter of the pipe plus 2 feet.
- Shoring must meet the current Department of Labor and Industries minimum standards and as directed by WSDOT if increased shoring is needed to protect the paved roadway and/or the roadway prism.
- Unstable native materials shall be subexcavated from the trench and replaced with suitable material.
- Trench bottoms shall provide a uniform grade throughout the length of the installation.
- Pipe bedding shall be 6 inches deep or half the diameter of the pipe, whichever is less.
- Pipe bedding and backfill material and construction shall meet the requirements of the current edition of the *Standard Specifications*.
- Backfill methods shall be done to achieve prompt restoration of traffic.
- Roadway base and surfacing materials shall be cut back from the trench in a manner that eliminates roadway undermining. Base and surfacing material shall be replaced with like material as directed or defined by WSDOT.

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WAC 468-34-250(2)

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WAC 468-34-250(2)(a)  
WAC 468-34-250(2)(b)  
WAC 468-34-250(2)(c)

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**(13) Pipe Cover**

Pipeline cover, which is defined as the distance from the finish grade of the roadway or the existing grade line to the top of carrier pipe or top of casing, if used, shall be installed at the minimum depths shown in Figure 120-2, Construction Zone Cover Description, and Figure 120-3, Minimum Cover Detail. Utility accommodation applications proposing to install utilities at depths less than those listed below are a variance to WSDOT policy. (See 120.14, Variances: Types, Treatment, and Approval, for guidance on justification requirements for shallow depth proposals.)

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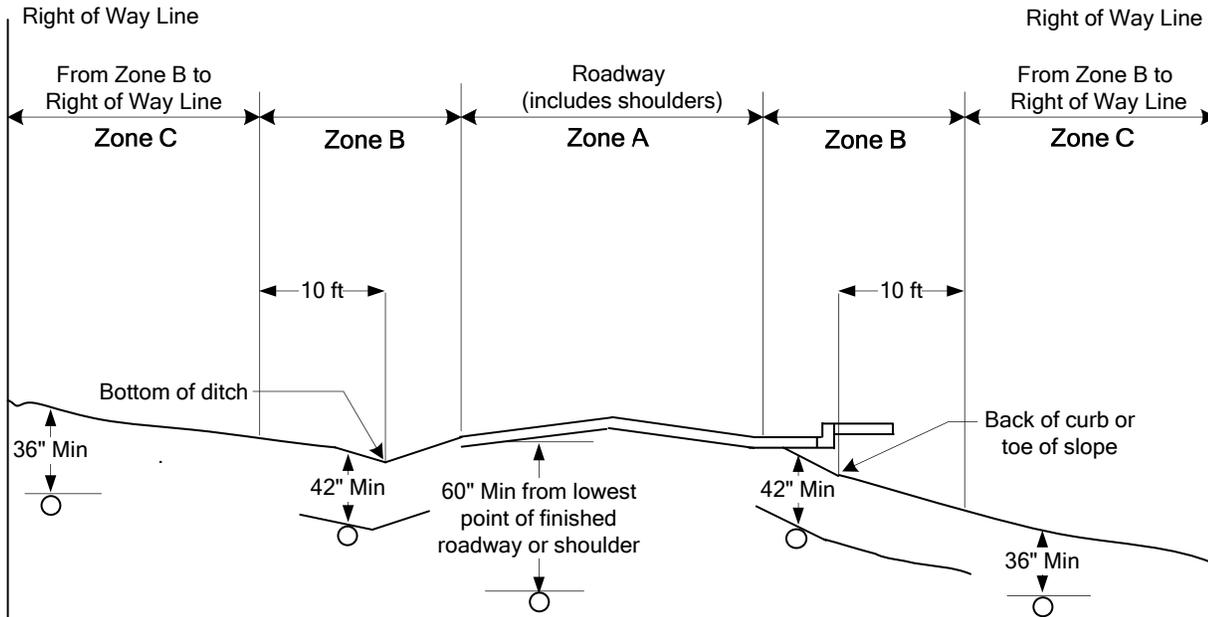
WAC 468-34-200

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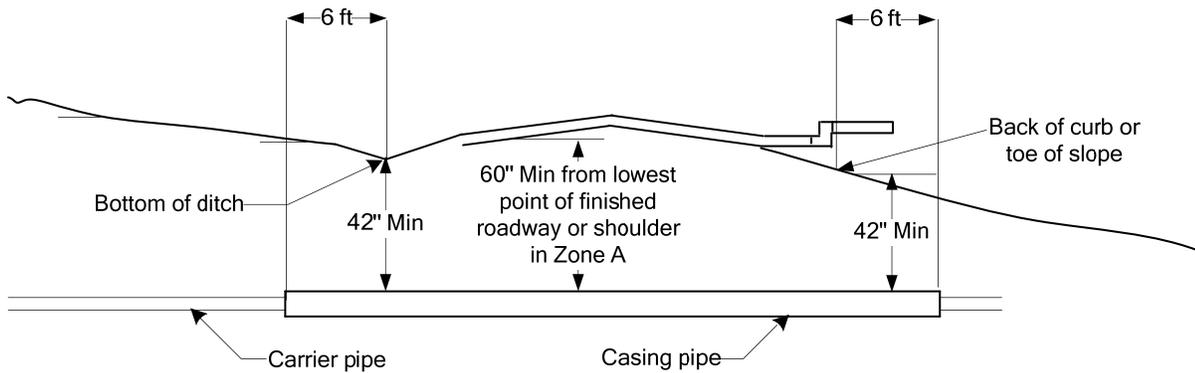
Zone Description	Min. Depth
<b>Zone A</b> – The roadway structure, consisting of the area from top of shoulder to top of shoulder. Includes medians of less than 16 feet in width.	60 inches
<b>Zone B</b> – The area 10 feet beyond the bottom of ditch, toe of slope, or back of curb, or 15 feet beyond the top of shoulder, whichever is farther.	42 inches
<b>Zone C</b> – The area beyond Zone B to operating highway right of way line.	36 inches

**Construction Zone Cover Description***Figure 120-2*

If rerouting is not possible, the pipe should be protected appropriately. (See 120.04(13)(a), Shallow Pipe Installation, for additional guidance.) Utility depths should also consider variations in topography for longitudinal installations. Likewise, the minimum depth when crossing should be measured from the lowest point of the entire roadway prism.



**Longitudinal Coverage Detail**



**Note:**

Casing pipes shall extend a minimum of 6 feet beyond the toe of fill slopes, or bottom of ditch line, or outside curb.

**Crossing Coverage Detail**

**Minimum Cover for Pipe Installation**

Figure 120-3

**(a) Shallow Pipe Installation**

Utility accommodation applications proposing to install utilities at depths less than those in Figure 120-3, Minimum Cover for Pipe Installation, are a variance to WSDOT policy. Where unavoidable obstacles do not allow minimum cover to be attained, a new route must first be considered for placement of the pipe. In the event shallow pipe installation cannot be avoided, bridging, reinforced concrete slabs, or other suitable means approved by the department should be used to protect the pipe from operational loading, construction, or maintenance operations. (See 120.14, Variances: Types, Treatment, and Approval, for guidance on justification requirements for shallow depth proposals.)

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WAC 468-34-200(1)  
WAC 468-34-200(2)  
WAC 468-34-200(3)

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**(b) Pipe Cover for Combustible or Unstable Transmittants**

Pipelines carrying material that is flammable, corrosive, expansive, energized, or unstable shall not be considered for reduced cover variance approval. In all cases, such pipelines must meet applicable industry and government codes, standards, and specifications.

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WAC 468-34-200(3)

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**(14) Trenchless Construction**

Trenchless construction should be encouraged whenever possible. The benefits include:

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WAC 468-34-250(3)

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- Lower construction costs versus trenched construction.
- Shorter construction duration.
- Improves highway safety when compared to open cutting and trenching.
- Minimizes or eliminates traffic control costs, detours, and road closures.
- Avoids costly trench backfill and pavement repairs and associated long-term highway maintenance issues.

The requirements for trenchless construction are as follows:

**(a) Trenchless Construction: Full Control Limited Access Right of Way**

Jack or bore pits necessary for trenchless construction within fully controlled limited access right of way must be placed outside the access control limits of the highway. Bore pits located within full control limited access are a variance and require appropriate justification explaining why work operations cannot be conducted from outside the limited access right of way. (See 120.14, Variances: Types, Treatment, and Approval, for detailed guidance on justification procedures.)

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Best Practice

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Casing is required the full width of the full control limited access right of way where required in 120.15, Casing, Conduit, Innerduct, and Encasement. Installations proposing other than full width casing when required are a variance from WSDOT policy. (See 120.14, Variances: Types, Treatment, and Approval, for detailed guidance on justification procedures.)

**(b) Trenchless Construction: Partial and Modified Limited Access Right of Way**

Jack or bore pits or other construction methods necessary for trenchless construction within partial or modified limited access right of way may be allowed without a variance.

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Best Practice

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Casing is required the full width of the partial or modified control limited access right of way where required in 120.15, Casing, Conduit, Innerduct, and Encasement. Installations proposing other than full width casing, when required, are a variance from WSDOT policy. (See 120.14, Variances: Types, Treatment, and Approval, for detailed guidance on justification procedures.)

(c) **Trenchless Construction: Non-Limited Access Right of Way**

Best Practice

Jack or bore pits or other construction methods necessary for trenchless construction within non-limited access right of way may be allowed without a variance.

(d) **General Trenchless Construction Requirements**

WAC 468-34-250(3)

When trenchless installation techniques are used, the following requirements must be met:

WAC 468-34-250(3)(a)  
Best Practice

- Trenchless construction method shall be reviewed and approved by WSDOT before work begins.

WAC 468-34-250(3)(c)  
WAC 468-34-250(3)(d)

- Casing shall extend 6 feet beyond the edge of the roadway prism or back of curb. (See 120.15, Casing, Conduit, Innerduct, and Encasement, and Figure 120-3, Minimum Cover Detail, for additional guidance.)
- Limits of bore pit excavation should not extend into any portion of the roadway prism. Pit excavation work encroaching within highway drainage systems should have preapproved protective measures in place at all times during construction. Bore pits that encroach within the roadway prism shall be preapproved by WSDOT. Shoring plans for approval shall adequately present the method of shoring. Utility work that fails to follow the shoring plan should be stopped until the shoring plan is adhered to.
- The size of the bore opening shall not exceed 5% oversize in diameter. Backfill of voids in a manner approved by WSDOT, such as pressure grouting, is required for all pipes 12 inches in diameter or greater.
- Unused or abandoned holes or casings shall be backfilled as directed by WSDOT using standard methods. (See 130.06, Abandoned, Deactivated, or Disconnected Utilities, for detailed guidance.)

**(15) Pipeline Appurtenances**

WAC 468-34-220

Pipeline appurtenances shall meet the requirements outlined below.

(a) **Manholes**

WAC 468-34-220(4)

Whenever possible, manholes should be located outside the roadway prism and as close to the edge of right of way as possible. Placement of manholes should be at locations that minimize interruptions to highway operation and maintenance efforts during utility maintenance work. Manholes shall not be located within any limited access highway pavement or shoulder.

(b) **Automatic and Emergency Shut-Off Valves**

WAC 468-34-220(5)

Automatic and emergency shut-off valves shall be located near the structure ends if attached to a structure and as may be required by WSDOT, industry standards, or governmental codes and regulations. Valves should be located in such a

manner as to allow isolation of pipeline segments in the event of a hazardous condition. Shut-off valves shall not be located within any limited access highway pavement or shoulder.

## **(16) Pipeline Identification and Detection**

### **(a) Markers**

Post-type markers are required for all subsurface utility installations. Markers should be installed using conspicuous colors and contain the following relevant information:

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WAC 468-34-220(3)

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- Pipeline identification and utility station location.
- Owner of the pipeline.
- Contact phone number and other contact information with a local utility office.
- Utility size and/or capacity.
- Pipe contents.
- Warnings that may be necessary for individual utilities.
- Double markers at subsurface vaults.

#### **1. Marker Locations**

Markers shall be located:

- At both ends of a roadway crossing.
- At 500-foot intervals on longitudinal installations, or greater if sight distance allows.
- At all angle points.

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WAC 468-34-220(3)

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### **(b) Locate Wire**

All subsurface installations shall be detectable by a Locate Service by way of a locate wire or other means approved by WSDOT, to be installed at the time of installation or by wire integrated into the pipe itself during manufacture.

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Best Practice

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### **(c) Detection Tape**

Detection tape should be used for all open trench pipeline installations. The detection tape should be placed in the pipe trench 12 to 18 inches above the pipe to avoid unintentional excavation of the pipe during highway maintenance or construction operations.

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Best Practice

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## **120.05 Storm Drainage and Hydraulics**

Utility permits and franchises are utilized to regulate constructed facilities that discharge stormwater onto state right of way and into a highway drainage system. WSDOT will consider issuing permits or franchises for constructed facilities such as pipes, ditches, storm sewers, or other drainage facilities intended to discharge stormwater into the highway drainage system, provided that the surface runoff naturally flowed toward and onto state right of way before any alteration of the terrain caused by development. For the purpose of this section, “utility” refers to

any party seeking to discharge stormwater onto or through WSDOT right of way by means of a constructed facility, as described above. Further guidelines governing the acceptance of surface runoff exist in WSDOT's *Development Services Manual* and *Highway Runoff Manual*. Acceptance of surface runoff is subject to the following conditions:

### **(1) Runoff Characteristics**

#### **(a) Rate of Flow**

Development of property tends to increase the rate of surface runoff. WSDOT will require the rate of flow entering the highway drainage system from the utility (applicant for the permit or franchise) to meet the flow control standards required in the *Highway Runoff Manual* (HRM):

- If the flow control standards required by the local government are more restrictive than the standards contained in the HRM, the local government's standards must be used.

In some instances, WSDOT may agree to accept unrestricted runoff from a utility. However, in those instances, the utility will remain liable for damages that occur as a result of any increased runoff. The increased runoff is that portion of the total rate of flow entering the highway drainage system that is in excess of the natural rate of surface runoff that flowed toward and onto the state right of way prior to development of the property. An agreement may be required between the department and the utility to specify any monetary conditions beyond the Special Provisions of the permit or franchise.

#### **(b) Quality of Runoff**

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

### **(2) Runoff Management**

#### **(a) Compliance**

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

**(b) Costs**

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

**(c) Connection to Highway Drainage System**

The choice of materials and the nature and details of the connection from the highway right of way line to the highway drainage system shall comply with the *Standard Specifications* unless otherwise approved by WSDOT. All costs associated with this connection shall be the responsibility of the utility.

**(d) Surface and Subsurface Systems**

WSDOT will not consider appropriate the use of public land for the construction of subsurface disposal systems that would accommodate only surface runoff originating off the highway right of way. Drywells, perforated drains, and other subsurface disposal systems from a development should not be permitted on the highway right of way, regardless of the natural direction of surface flow from the property in question in the undeveloped state.

**(3) Documentation****(a) Data Requirements**

The application to the region for a permit or franchise to discharge stormwater runoff into a highway drainage system shall be accompanied with the following information:

1. A statement of the design criteria used in the drainage design for the property in question. If stormwater management principles are used in the drainage design, include a description of the stormwater management design criteria used for the hydraulic analysis.
2. A contour map of the property being drained. All contributing drainage areas identifying associated land use should be outlined on the map.
3. A plan and profile of the proposed drainage system showing:
  - All inlets: size, type, and location.
  - All pipe sizes.
  - Location and type of manholes.
  - Location and details of connection to highway drainage system and any stormwater management facilities (such as runoff treatment and flow control) and conveyance systems (such as pipes, culverts, channels, or ditches) that are part of the drainage system for the property in question.
4. Complete hydrological and hydraulic calculations for the drainage system under consideration.
5. Details of temporary erosion control measures to prevent silts and other contaminants from entering the highway drainage system.

**(b) WSDOT Review and Approval**

Region hydraulics staff shall review all applications that propose discharge of collected stormwater into the highway drainage system. Such review shall consider:

- Whether or not the property in question drained onto the highway right of way in the undeveloped state of the property.
- The rate of flow that flowed onto the highway right of way from the property in question in the undeveloped state of the property.
- The rate of flow from the property in question that is proposed to enter the highway drainage system and its effect on WSDOT's system.
- The effectiveness and adequacy of stormwater management facilities used in the system in question.
- The future maintenance and operation of the facility that routes water to WSDOT's system.
- The adequacy of the connection to the highway drainage system.
- The addition of appropriate Special Provisions to the permit or franchise as noted in Additional Special Provisions below.

**(c) Additional Special Provisions**

The following additional Special Provisions should be added (as necessary) to DOT Form 224-030, Special Provisions for Permits and Franchises, Exhibit A (see Appendix B), to clarify the utility's liabilities and responsibilities:

- WSDOT assumes no responsibility or liability in any manner for any effect its highway drainage system may have on the utility's system.
- The utility agrees to assume all liability and responsibility, including fines and taxes, for the water quality related to its runoff collection system and for any damages caused by increased flows (that portion of the total rate of flow that is in excess of the natural rate of surface runoff in the undeveloped state) and pollutants discharged.
- The utility agrees to assume all liability and responsibility associated with the design, construction, maintenance, and operation of its stormwater management and drainage system(s).
- Construction of all stormwater management facilities shall be part of the initial construction of this system.
- The utility is responsible for compliance with all federal, state, and local laws pertaining to the discharge from adjacent properties.
- The utility is responsible for securing all other federal, state, and local permissions pertaining to the discharge received by WSDOT under this permit.
- The utility agrees to accept the liability for the augmented flows added to the WSDOT system.

- The Region Utilities Engineer shall review the application for permit or franchise. The Region Hydraulics Engineer shall review and provide a letter of approval or concurrence. Approval of the utility accommodation document shall be in accordance with 100.06, Approval Authority.

## 120.06 Open Cuts and Trenching

The purpose of this section is to explain the necessary steps involved in permitting open cuts and trenching. This includes the open cutting of a paved roadway or the open trenching outside the paved roadway.

### (1) Open Cutting

Open cutting is the cutting of the existing paved roadways or shoulders.

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Std. Spec. 7-08.3(3)

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- Open cutting the traveled lanes and shoulders of the through traffic roadways, ramps, and frontage roads on state highways is a variance from WSDOT policy. Variances must be justified as required by 120.14, Variances: Types, Treatment, and Approval.
- Open cutting public and private approach roads within the state's right of way is allowable under WSDOT policy.

In the decision to allow open cutting, the region should consider traffic volumes and disruption to traffic.

The policy on open cutting does not apply within the corporate limits of a city or town on non-limited access controlled highways. Utility permits and franchises in this situation are issued and maintained by the local jurisdiction. Local jurisdictions should request WSDOT review, approval, and/or recommendation prior to granting such documents.

The city or town shall, at its own expense, maintain all underground facilities in streets within the corporate limits, and has the right to construct additional underground facilities as may be necessary in those streets. However, pavement trenching and restoration performed as part of installation of those facilities must meet or exceed requirements established by WSDOT.

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RCW 47.24.020(4)

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The city or town has the right to grant the privilege to open the surface of any street within the corporate limits, but all damage occasioned thereby shall promptly be repaired by either the city or town itself or at its direction. Pavement trenching and restoration performed under a privilege granted by the city under this subsection must meet or exceed requirements established by WSDOT.

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RCW 47.24.020(5)

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

The following items will be addressed for each permit or franchise issued that allows open cutting.

(a) **Inspection**

WSDOT may have an inspector on site to ensure proper backfill and surfacing material are used and required compaction is attained. (See Chapter 7, Inspection, for further guidance.)

The region may impose additional charges to cover actual inspection costs. These costs are above the administration fee charged for a utility permit or franchise. For further guidance, refer to Chapter 8, Reimbursement.

(b) **Construction Requirements**

A typical open cut detail, as shown in Figure 120-4, will be an exhibit of the permit or franchise issued. Any modification of the details with respect to restoration methods should be reviewed and approved by the Region Utilities Office and the Region Materials Laboratory.

(c) **Maintenance Responsibility**

Add a Special Provision that makes the utility responsible for any construction deficiencies as a result of the roadway installation.

(d) **Controlled Density Fill (CDF)**

CDF shall be used as a backfill material when directed by WSDOT. Additional requirements may include:

- CDF mix design(s) must be submitted in writing to WSDOT for approval.
- No CDF shall be placed until WSDOT has approved the mix design.
- CDF placement within the trench shall be designated by WSDOT (determined by the type of soil in the area).
- The utility shall maintain one lane of traffic open at all times during construction.
- The utility shall submit Traffic Control Plans for approval.

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Std. Spec. 2-09.3(1)E

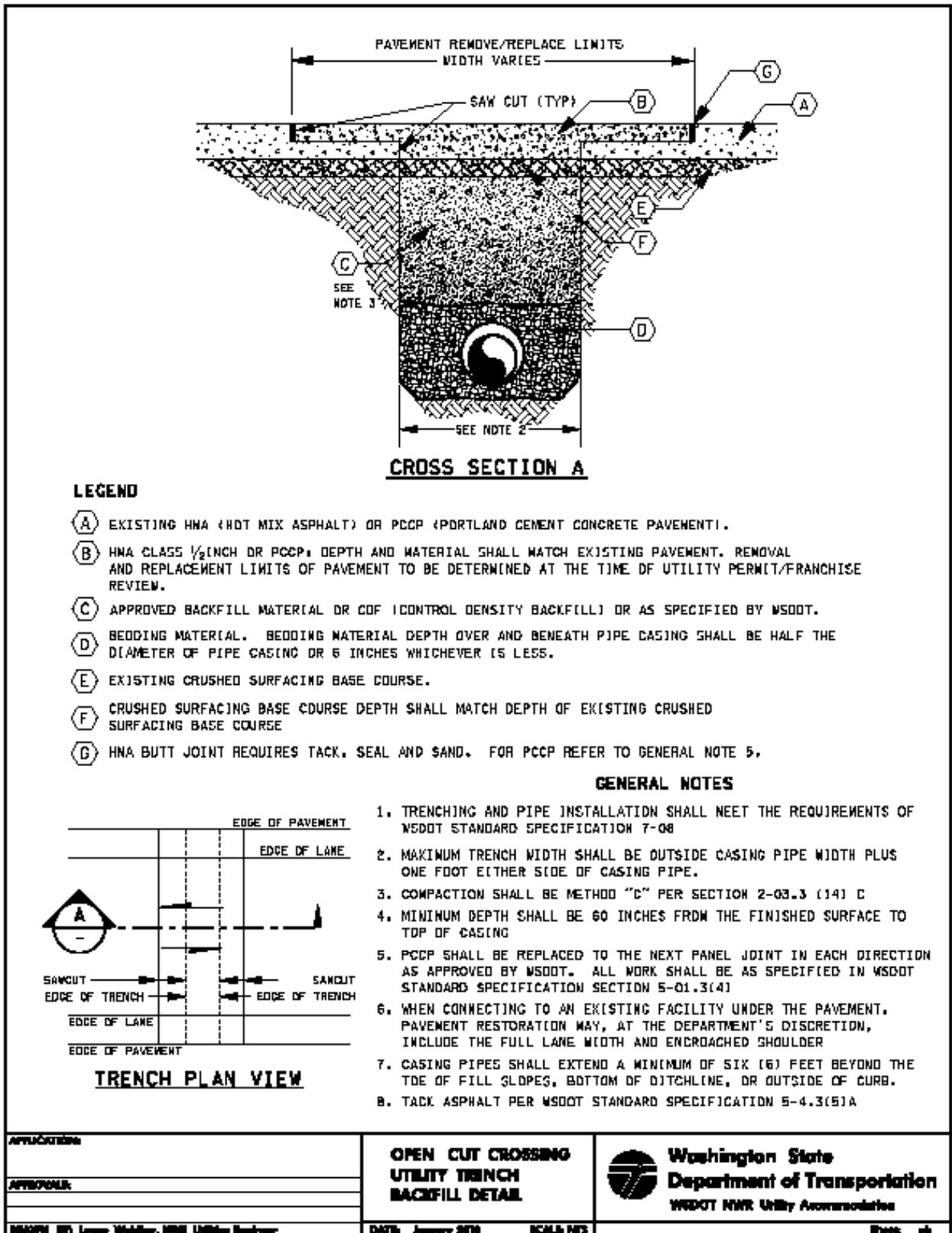
**(2) Trenching for Utility Installation**

Trenching takes place outside paved roadway sections. Trenching shall be constructed in accordance with the following requirements:

- Trenching within the roadway prism is a variance from WSDOT policy. Variances must be justified as required by 120.14, Variances: Types, Treatment, and Approval.
- Trenching unpaved approach roads, both public and private, within the state's right of way is allowable under WSDOT's policy.
- Excavations shall be performed in a manner that causes the least possible damage to the roadway prism and other improvements.
- Trenches shall not be excavated wider than necessary for the proper installation of the utility facility.

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Std. Spec. 7-08.3(3)



Utility Open Cut Detail  
Figure 120-4

- Excavations shall not be performed until immediately before installation of conduit, cable, or other appurtenances.
- Excavated material shall be stored where interference to vehicular/pedestrian traffic and surface drainage is minimized.
- Excavated material will be protected by BMP to prevent any environmental compliance violation.

The following items will be addressed for each permit or franchise issued that allows trenching:

**(a) Inspection**

WSDOT may have an inspector on-site to ensure proper backfill material is used and required compaction is attained. (See Chapter 7, Inspection, for further guidance.)

The region may impose additional charges to cover actual inspection costs. These costs are above the administration fee charged for a utility permit or franchise. (See Chapter 8, Reimbursement, for further guidance.)

**(b) Construction Requirements**

Shall be in accordance with Standard Specification 7-08.3, Construction Requirements.

**(c) Maintenance Responsibility**

Add a Special Provision that makes the utility responsible for any construction deficiencies as a result of the installation.

Trenching through a creek, stream, wetland, or canal requires approval of the regulatory agencies of these construction activities (such as Army Corps of Engineers, city/county ordinances, DOE, DNR, tribal councils, and so on).

## 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**

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.

**(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.

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Best Practice

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**(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.

**(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
- Piers
- Abutment walls, retaining walls, and endwalls
- 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.

**(b) Superstructure**

The superstructure is that portion of a bridge supported by the substructure, that is above the substructure, and that extends:

- From the back of pavement seat to the back of pavement seat when the endwalls are attached to the superstructure.
- From the expansion joint at the end pier to the expansion joint at the other end pier when the endwalls are not attached to the superstructure.

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Standard Specifications

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Standard Specifications

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Superstructure elements include, but are not limited to, the following:

- Girders
- Slabs
- Barrier
- Railing elements attached to superstructure elements

Utility conduits are often preinstalled within the superstructure to accommodate existing or proposed utilities.

**(c) Other Structures**

Utility installation on or near other structures such as retaining walls, noise walls, sign bridges, or bases for light and signal poles may require approval by one or more Headquarters offices, including Bridge and Structures, Bridge Preservation, and Geotechnical, as well as Region Bridge Maintenance.

**(3) Bridge Installation Proposals**

**(a) Submittal for Review and Approval**

Early and frequent communication with the HQ Bridge Preservation Office is necessary when a utility installation is proposed on or near a structure. This is especially true for structures located within local agency jurisdictions where utility permitting authority rests with the local agency. Contact the HQ Bridge Preservation Office to determine what information may be necessary for approval of a particular bridge attachment, including planned bridge rehabilitation or replacement.

**1. General Submittal Information**

Submittals to the HQ Bridge and Structures Office for the review and approval of bridge attachments, subsurface installations, or aerial installations near a structure must include enough information to clearly illustrate how the utility is to be installed. Generalized, vague, or incomplete information may delay the approval. An application should be considered incomplete until enough information is received to allow a meaningful review.

All review transmittal packages sent to the HQ Bridge and Structures Office for review should include the following:

- Franchise or permit number
- State Route number and Milepost
- Bridge number
- As-built bridge details
- Cross sections
- Reimbursable account number
- Other pertinent information

**2. Local Agency Jurisdiction Submittals**

Bridge attachment submittals for installations within local agency jurisdictions that are not within limited access right of way should also include the name and contact information for the local agency.

### 3. Bridge Attachment Submittals

In addition to general submittal information, utilities proposed to be attached directly to a structure should include the following documents with the review transmittal:

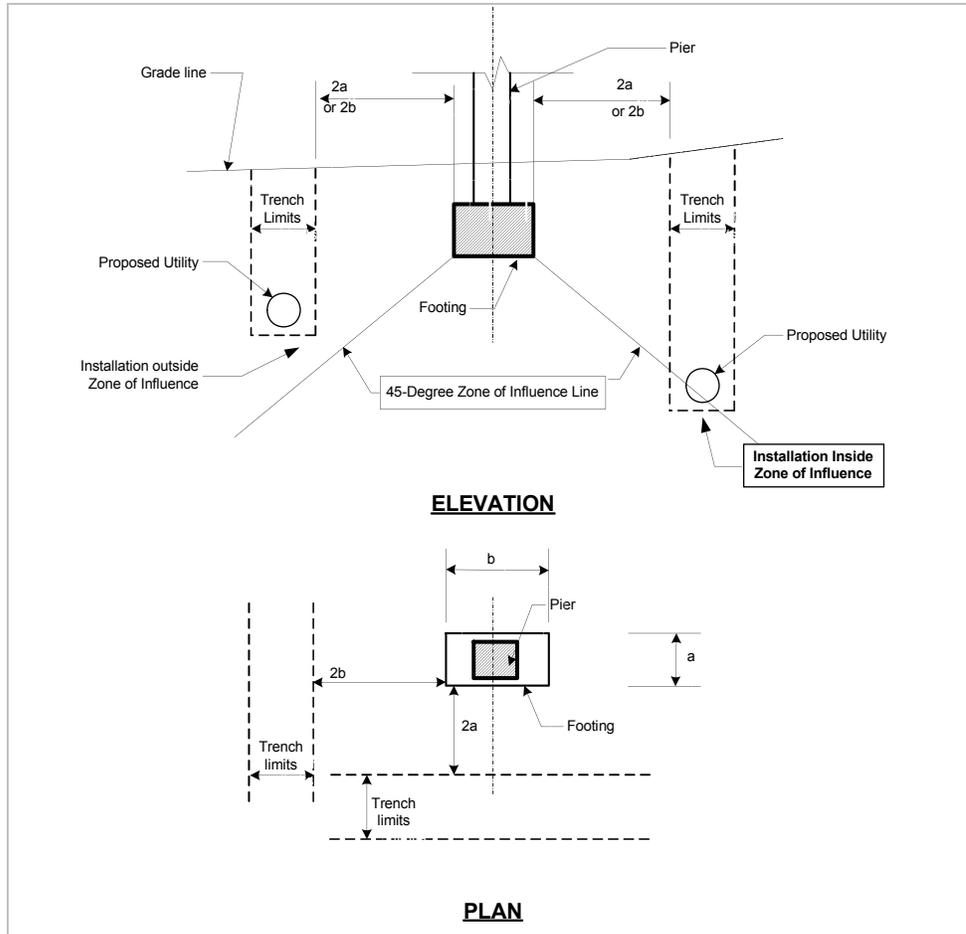
- Bridge attachment details. (See Figure 120-5, Utility Installation Guideline Details for Existing Bridges: Utility Hanger Details, for additional information.)
- Engineering calculations for attachments involving pressurized pipe systems, heavily loaded utilities, or as requested by the HQ Bridge and Structures Office.
- A plan and elevation view showing the proposed utility location on the structure.
- Horizontal dimensions from all bridge primary members (girder, stringer, beam, edge of slab, and so on).
- Anchor details or catalogue cuts with material specifications and proposed spacing, embedment depth, method of installation, and loading calculations.
- Utility line expansion joint details and proposed locations.
- Detail of bridge abutment showing the method of transitioning the utility off the bridge. Any excavations or borings at these locations should include a cross section with horizontal and vertical offsets.

#### (4) Subsurface Installations Near Structures

The HQ Bridge and Structures Office must preapprove all excavations and borings that meet the following:

- Below a footing, seal, or pile group.
- Within a horizontal distance equal to twice the footing width from any edge of a footing.
- Below a 45 degree envelope from the bottom of any edge of a footing. Figure 120-6, Zone of Influence, illustrates these limits. (See also Figure 120-7, Sub-surface Bridge Submittal Example.)
- A plan and elevation profile of the proposed utility location with references identifying adjacent bridge piers or retaining walls by WSDOT bridge name, and bridge, pier, or wall number.
- Information regarding the proposed method of installation.
- A location cross section showing the horizontal and vertical relationship between the proposed installation and any adjacent bridge pier footings, wall footings, or existing utilities.





### Zone of Influence

Figure 120-6

- Any Datum equations used to compare utility elevations to bridge as-built elevations.

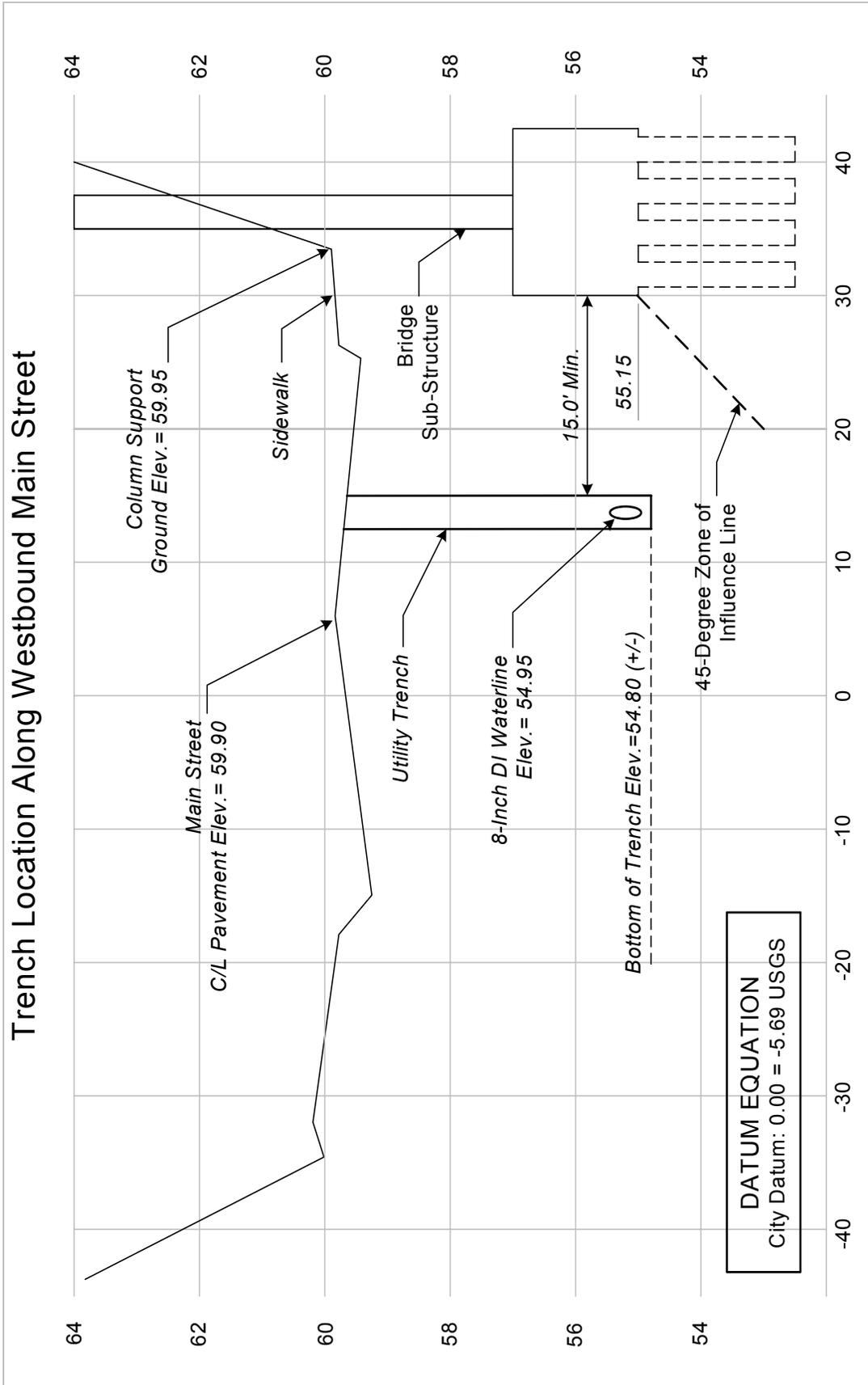
Pressurized utilities installed within the Zone of Influence must be encased to minimize undermining of the substructure in the event of damage or rupture to the carrier pipe. (See 120.15, Casing, Conduit, Innerduct, and Encasement, for additional guidance.)

#### (5) Aerial Installations Near Structures

For bridge maintenance and inspection purposes, aerial utility installations shall not be installed within 30 feet of any structural element. Aerial utilities proposing to be installed within 30 feet of any structure should be submitted for review and approval by both the HQ Bridge Preservation Office and the Region Bridge Maintenance Office.

#### (6) Bridge Attachment Requirements

Proposed utility installations must be submitted to the HQ Bridge and Structures Office for preapproval on an individual basis.



Subsurface Bridge Submittal Example  
Figure 120-7

Compliance with standard attachment details does not constitute automatic approval. Installations that deviate from standardized attachment details or preapproved attachment requirements without prior approval from the HQ Bridge and Structures Office will be subject to removal.

(a) **Design Considerations and Criteria**

At a minimum, all utilities attached to or installed near a bridge or other structure shall meet the design requirements set forth below. These criteria should be used in conjunction with the *Bridge Design Manual*.

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WAC 468-34-270

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1. **General**

All installations shall meet the requirements of WSDOT's most recent edition of the *Standard Specifications*.

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WAC 468-34-270

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- Each proposed bridge attachment should be considered on its individual merits and separately designed to be compatible with the appearance of the structure.
- Existing structure must be able to support the additional load of the proposed utility.
- Installation shall not impede in any manner the painting, maintenance, or inspection of the structure.
- Manholes, hand holes, or similar utility elements shall not be installed in the bridge deck on overcrossings.
- Attachments on a structure of a pipeline carrying a hazardous material shall be avoided where feasible and where other installation alternatives exist, such as jacking or boring at or near the structure location.

In all cases, the utility is responsible for restoration and repair of damage to structures as a result of the construction and operation of the utility.

2. **Materials, Design, and Casing**

All pipes carrying transmittants that are flammable, corrosive, expansive, energized, or unstable shall be encased throughout the length of the structure. A sleeve approximately 3 inches larger than the outside diameter of the carrier pipe shall be used. The space between the pipe and the casing must be effectively vented at each end. All piping systems under pressure shall state the maximum operating pressure and test pressure on the plans and on the label. (See 120.15, Casing, Conduit, Innerduct, and Encasement, and 120.04(16), Pipeline Identification and Detection, for additional guidance.)

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WAC 468-34-270

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- Utilities shall be provided with suitable expansion devices near bridge expansion joints and/or other locations as required to prevent temperature and other longitudinal forces from being transferred to bridge members.
- Utility supports shall be designed such that any loads imposed by the utility installation do not overstress the conduit, the supports, or the bridge members.
- Utility locations and supports shall be designed so that a failure, such as a rupture, will not result in damage to the bridge or the surrounding area, nor become a hazard to traffic.

- Conduit shall be rigid.
- Lag screws may be used for attaching brackets to wooden structures. All bolts holes shall meet the requirements of Sections 6-04.3(4) and 6-04.3(5) of the current edition of WSDOT's *Standard Specifications*.
- Welding across main members will not be permitted. All welding must be approved.
- Conduits or brackets shall be attached to concrete superstructure members with resin bond anchors. Lag screws shall not be used for attachment to concrete.
- Drilling through concrete reinforcing steel in concrete structures is not permitted. If steel is hit during drilling, the anchor location must be moved and the abandoned hole filled with nonshrink grout conforming to the requirements of Section 6-03.3(36) of the current edition of WSDOT's *Standard Specifications*.
- There shall be a minimum of 3 inches edge distance to the centerline of bolt holes in concrete.
- All utilities and utility supports shall be designed not only to support their dead load but also to resist other forces from the utility, such as surges, wind, or earthquakes. The utility company may be asked to submit one set of calculations to verify utility design forces.
- Drilling into prestressed and post-tensioned concrete members for utility attachments shall not be allowed.
- Water or sewer lines to be placed lower than adjacent bridge footings shall be encased if failure can cause undermining of the footing.
- All steel in utility supports, including fastenings and anchorages, shall be galvanized in accordance with AASHTO M-111 or M-232 (ASTM A-123 or A-153, respectively).
- Rigid conduit shall extend a minimum of 10 feet beyond the end of the bridge and bridge approach slabs.

### 3. Location and Placement

- Utilities shall not be attached above the bridge deck or to railing or rail posts.
- Utilities shall not extend below the bottom of the superstructure.
- Whenever possible, all utility installations shall be hidden from view.
- Utilities shall be located to minimize bridge maintenance and inspection requirements. Coordinate installation proposals with the Region Bridge Maintenance Office.
- Utility positioning on a structure that inhibits access to any structure part for bridge painting, repair, or maintenance should not be allowed.

#### 4. Appearance

All utilities and utility support surfaces, including any galvanized utilities, shall be given a primer coat of state standard formula A-6-86 and two coats of state standard formula C-9-86. The final coat shall match the color of the bridge or structure. Utilities hidden from view, such as those installed within box-girder bridges, are exempt.

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- All painted surfaces damaged during construction shall be cleaned and painted as noted above.
- Appearance of the utility installation shall be given serious consideration in all cases. Where possible, the utility installation shall be hidden from public view.
- Any and all paint splatters and overspray shall be removed from the structure to the satisfaction of WSDOT.

#### (7) Utility Encasement

All encasement requirements of the *Utilities Accommodation Policy* shall be met for attachments to structures or for subsurface utilities installed within the Zone of Influence. (See 120.15, Casing, Conduit, Innerduct, and Encasement, for additional guidance.)

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##### (a) Piping, Encasement, and Conduit Labeling

Piping, conduit, and casings for utilities shall be installed with labels. Labeling and label material and installation shall conform to Section 6-01.10 of WSDOT's *Standard Specifications* or the corresponding section of the most current edition.

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Labels shall be color-coded based on the type of utility, with corresponding lettering as follows (see Figure 120-8, Utility Marking Convention):

- Label Background Color
- Lettering Utility Color
- Content

Label Background Color/ Lettering Utility Color	Content
<b>RED</b>	Electrical Power
<b>YELLOW</b>	Gas, Oil, Steam, Petroleum, and Other Gaseous Materials
<b>ORANGE</b>	CATV, Telecommunication, Alarm, and Signal
<b>BLUE</b>	Potable Water
<b>PURPLE</b>	Reclaimed Water, Irrigation, Slurry
<b>GREEN</b>	Sewer and Storm Drain

#### Utility Marking Convention

Figure 120-8

## 120.08 Scenic Classification Policy

### (1) General

WAC 468-34-330

The Scenic Classification Policy exists to preserve scenic views visible from state highways. In general, this policy establishes when and under what conditions utility facilities must be installed underground when they would otherwise be allowed to be installed as aerial facilities. These scenic classifications are based on various scenic values along the roadway, including roadway appearance, that may be attainable after ultimate improvements within the right of way.

### (2) Roadway Scenic Classification Definitions

WAC 468-34-330(3)

Each scenic class represents the view from the roadway ranging from highest to lowest view quality. There are four individual scenic classifications:

#### (a) Scenic Class A

Areas of superior scenic quality consisting of panoramic views from the highway of ocean beaches, scenic valleys, lake frontage, mountains, forests, rivers, and so on. This scenic class may also include unique historical or cultural settings of superior quality that should be protected or preserved by special treatment for future generations.

#### (b) Scenic Class B

Locations of high scenic quality where valuable scenic and environmental amenities exist, that are generally enjoyed by travelers and the public, and that deserve serious consideration for preservation and protective measures.

##### 1. Scenic Sub-Class X – Scenic Flexibility

An alternative to Scenic Classes A and B. This class is for use in areas where utility or highway design alternatives, such as configurations, color, location, or other design features may allow an aerial facility without significantly changing the landscape quality. Aerial facilities must be acceptable to WSDOT and substantiated by appropriate documentation describing the decision-making and justification processes.

##### 2. Scenic Sub-Class X – Provisional Designation

Route Jurisdiction Transfer (RJT) highways are designated Scenic Class BX(p) on a provisional basis until a Scenic Classification Review Team can be arranged to provide a formal classification designation. Regions should submit a request for formal review of RJT highways to the HQ Utilities Unit.

#### (c) Scenic Class C

Areas of secondary scenic importance. Scenic characteristics are of marginal importance.

#### (d) Scenic Class D

Areas of industrial development or areas heavily urbanized or deteriorated. Areas where the expense for beautification measures may not be appropriate.

**(e) Route Jurisdiction Transfers and New Highways**

New highways or roadways whose ownership is transferred to WSDOT from another agency will receive a provisional scenic classification of BX(p) until a field review of the highway can be conducted by a Scenic Classification Review Team.

**(3) New Utility Installations****(a) Scenic Classes A and B**

New utility installations shall be installed underground unless otherwise justified by “Special Exceptions,” noted in Existing Utility Facilities below. New aerial utility installations proposed within Scenic Classes A and B shall be considered a variance to the Scenic Classification Policy and require reasonable justification. (See 120.14, Variances: Types, Treatment, and Approval, for additional guidance.)

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WAC 468-34-330(1)

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**(b) Scenic Sub-Classes AX and BX**

Aerial installations may be allowed with justification.

**(c) Scenic Classes C and D**

Aerial installations are allowed.

**(4) Existing Utility Facilities**

Existing aerial utilities authorized by franchise within Scenic Class A or B may be renewed for one additional franchise period, as defined 100.02(3), Franchise Consolidation, and 100.02(4), Franchise Renewal. Upon expiration of the Franchise Renewal, the utility must be placed underground unless the utility has gone through the justification process to remain aboveground. In such cases, the following “Special Exceptions” shall be included in the Franchise Renewal:

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WAC 468-34-330(1)

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- Upon expiration of this franchise or permit, the utility shall place the existing aerial facility underground in those locations where the facility exists within Scenic Class A or B.
- The utility shall submit a written request and justification within 180 days of expiration of this franchise petitioning WSDOT to allow the existing aerial facility to remain aboveground.

**(a) Joint-Use Utility Facilities**

Third-party utilities installed upon an existing utility plant within Scenic Class A or B may be installed to the extent that only the existing utility poles may be used. Installation of a new utility pole to accommodate an aerial crossing from an existing utility pole should not be considered. Rather, the utility should make the crossing underground.

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Best Practice

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**(b) Joint-Use Utility Facilities: Franchise Expiration**

Third-party utilities installed by franchise upon an existing utility plant should have the same expiration date as the existing franchise. Utilities proposing to make such an installation should be informed, in writing, of the status of the existing utility franchise. Such information should include:

- Scenic classification.
- Existing franchise expiration date.
- Undergrounding expectations.
- Warning that the proposed utility may incur additional expense due to the necessity to underground in the near future.
- That such expense is to be expected and may not be considered under “Special Exceptions” in Variance From the Scenic Classification Policy (below).

## **(5) Aboveground Utility Reconstruction and Maintenance**

### **(a) Utility Reconstruction**

Utility reconstruction is defined as the replacement of 25% of any utility poles, towers, or similar aboveground utilities within a mile of a highway. Individual periodic pole or tower replacement is exempt. When such reconstruction is to be done upon an aerial facility within Scenic Class A or B, the facility shall be reconstructed underground as defined by this section.

### **(b) Utility Maintenance**

Utility maintenance is defined as regular and routine maintenance of a utility, including individual replacement of any aboveground facility.

## **(6) Variance From the Scenic Classification Policy**

Utilities may be eligible for a variance from the Scenic Classification Policy requirements if one or more of the following “Special Exceptions” is present:

- Power lines are in excess of 35 Kv.
- Alternative installation locations are unavailable.
- Alternative installation locations are unusually difficult and/or costly.
- Alternative installation locations are more undesirable from a visual quality standpoint.
- Underground installation of utility is not technically feasible.

If a utility wishes to apply for a variance from WSDOT policy, a Scenic Classification Variance Request Justification Questionnaire (see Appendix B) must be submitted and maintained in the accommodation document file.

## **(7) Scenic Class Reevaluation**

Scenic classification designations should be updated periodically as determined by WSDOT. Designations may be disputed by utilities.

### **(a) Scenic Classification Disputes**

Utilities have the option of disputing existing scenic classification designations. Utilities wishing to dispute existing designations relative to a proposed utility installation must start the variance process and indicate the desire to dispute the existing scenic classification designation. Upon receiving the

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WAC 468-34-330(2)

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variance justification package, the Region Utilities Engineer should review the circumstances and conditions relative to the dispute and provide a findings and recommendation to the HQ Utilities Engineer for further action.

**(b) Scenic Classification Reevaluation: Department-Initiated**

Regions should conduct reviews of existing roadway scenic classifications periodically to determine which routes to consider for scenic class reevaluation. Include at least the following types of areas:

- Urban growth expansion.
- Business and industrial development.
- New roadway cuts, noise walls, or similar infrastructure features.

**(c) Scenic Classification Review Team**

Forward scenic classification disputes or recommendations for reevaluation to the HQ Utilities Unit. Headquarters will arrange and coordinate a regional or statewide review by a Scenic Classification Review Team consisting of the:

- HQ Landscape Architect (Permanent Member).
- HQ Utilities Engineer (Permanent Member).
- Utility industry representative.
- Region Utilities Engineer.
- Region Landscape Engineer or other region designee.

**(d) Cost Responsibility**

Utility industry representatives will be responsible for their costs. WSDOT will be responsible for its costs.

## **120.09 Control Zone**

All proposed aboveground utility installations within the operating highway right of way must meet the requirements of the Control Zone Guidelines outlined in Chapter 9. Additionally, WSDOT must manage all existing aboveground utilities within the right of way to ensure compliance with Control Zone requirements as opportunities become available. The Control Zone Guidelines govern the location of utilities within the right of way for:

- New installations or reconstruction.
- Highway projects involving safety improvements.
- Franchise Renewal or Consolidation of existing utility objects.

### **(1) Utility Maintenance**

WSDOT defines utility maintenance as isolated work to damaged or deteriorated facilities. However, work that increases the size or capacity of that utility is treated as a new installation and requires an approved permit or Franchise Amendment from the department. Physical movement, upgrade, or reinforcement of a utility is considered reconstruction and not maintenance.

Work considered to be utility reconstruction includes, but is not limited to:

- Utility pole replacement (see 900.10(2), Existing Utility Reconstruction).
- Any increase in utility quantity, size, or capacity.

- Reinforcement or stabilization of any aboveground utility.

Upon review of the proposed utility work, WSDOT may require relocation of the existing utility.

## **(2) Utility Reconstruction**

Opportunities for safety improvements should be discussed with utility owners when existing utility reconstruction is proposed (see Chapter 9).

## **(3) Department Coordination**

Each region is encouraged to develop and coordinate communication and training with area maintenance forces that define reporting and responsibilities for proposed utility maintenance and utility improvement approvals.

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Best Practice

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## **120.10 Joint-Use and Future-Use Utilities**

Joint-use utilities are third-party utilities installed upon or within a primary utility's existing infrastructure such as utility poles or conduit. Future-use conduit placement is encouraged when opportunities arise.

### **(1) Purpose and Need**

Maintaining accurate records of ownership of third-party utilities is a critical requirement. Accurate ownership details can reduce or eliminate unnecessary delays and costs associated with the utility relocation efforts necessary on highway improvement projects. WSDOT should work in a positive and cooperative manner with utilities that may be in a position to allow other utility organizations' infrastructure to be installed upon or within their existing facilities. Utilities should be made aware of some of the benefits of a positive working relationship with the department in this regard, including:

- Accurate and up-to-date records.
- Cost recovery.
- Reduced administrative overhead, especially relating to utility relocations where the utility has no compensatory rights.

### **(2) Conduit for Future Use**

The installation of empty conduits for future use during the construction of a highway project's other utility work should be encouraged. This potentially reduces or eliminates future interruption to traffic and offers flexibility to the utility owner and others wishing to lease or purchase the rights to use the conduit.

#### **(a) Documentation of New Empty Conduit**

The following requirements apply to empty conduit:

- Conduit may only be used by the utility that applied for the initial installation unless there is a lease agreement or formal change of ownership (see 130.05, Utility Transfer of Ownership – Acceptance of Assignment).
- Conduits must be applied for as “Empty Conduit for Future Use.” All accommodation requirements apply to the application.

**(b) Vacant Conduit: Lease**

Third-party utilities must apply for an accommodation document when leasing vacant conduit. A copy of the lease agreement must be attached to the application indicating a legal right to make the installation within the primary utility's conduit.

**(c) Vacant Conduit: Purchase**

New utility facilities installed in existing conduits after a fee-simple purchase must first satisfy the requirements of the Acceptance of Assignment process before an accommodation document will be issued.

**(d) Joint-Use Conduit: Franchise Expiration Date**

Franchises for leased conduit or conduit of fee-simple purchase of conduit by a third party located within the same gallery of conduits shall all expire at the same time as the franchise that originally placed the conduit. This allows WSDOT the opportunity to review the status of the entire gallery of conduit at the time of expiration and, if needed, coordinate joint trench relocation or address other needs.

**(3) Joint-Use Utility Poles**

A third-party utility wishing to attach its facility to existing utility poles must provide a Joint-Use Agreement, or other documentation deemed suitable by WSDOT, indicating that permission has been granted by the utility pole owner. Language should be included in the franchise Special Provisions that makes the primary pole owner responsible for any other utilities that are allowed on the pole by the pole owner. This responsibility will include future relocations required by either the pole owner or department needs.

Similar to joint-use conduits, third-party installations upon a primary utility's poles shall expire on the same date as the existing utility franchise to facilitate Consolidation, Renewal, and relocation issues.

**(a) Joint-Use Utility Poles: Relocation**

In most cases, utilities attached to poles shall relocate together at such time as WSDOT or the originating utility deems relocation necessary. The pole owner is responsible to remove the pole or poles in their entirety.

**120.11 Access Control****(1) Access Types**

There are two types of access control on highway rights of way that affect utility accommodations. These are non-limited access (managed access) and limited access.

**(a) Non-Limited Access**

This type of right of way is defined as a conventional highway where access control has not been established by WSDOT. This is also known as managed access control. Label this type of right of way as "None" in the Access Control box of DOT Form 224-697, Utility Facility Description, Exhibit B (see Appendix B).

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WAC 468-51  
WAC 468-52

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**(b) Limited Access**


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WAC 468-54  
WAC 468-58

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Limited access is the type of highway right of way where the right to access is controlled. Any installation requiring an access break requires Headquarters approval; FHWA approval is also required on interstates. Accommodation of utility installations is restrictive within this type of right of way. Limited access is divided into the following types:

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WAC 468-34-110(3)(a)-(c)

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- Full access control: Generally allows access connections only at selected public roads.
- Partial access control: Generally allows access connections at selected public roads and some crossings and private driveways.
- Modified access control: Generally allows access connections at most approaches and includes existing commercial approaches.

Label this type of right of way as Full, Partial, or Modified in the Access Control box of DOT Form 224-697, Utility Facility Description, Exhibit B (see Appendix B).

**1. Full Access Control**

Longitudinal utility installations within full control limited access right of way are a variance to WSDOT policy and require justification. (See 120.14, Variances: Types, Treatment, and Approval, for additional guidance.)

Utility installations other than crossings normal to centerline are discouraged.

For the purpose of processing utility franchises and permits, the term full access control is inclusive of all highway facilities designated as full control limited access by WSDOT.

**a. Interstate**

Access for utility installations within this type of right of way is highly restrictive.

**b. Non-Interstate**

Utility installations within full access control of right of way are restrictive.

Label this type of right of way as “Full” in the Access Control box of DOT Form 224-697, Utility Facility Description, Exhibit B (see Appendix B).

**2. Partial and Modified Access Control**

For the purpose of processing utility franchises and permits, modified and partial controlled access are treated the same. Justification must be reasonable and satisfactory to WSDOT. (See 120.14, Variances: Types, Treatment, and Approval, for additional guidance.)

Label this type of right of way as “Partial” or “Modified” in the Access Control box of DOT Form 224-697, Utility Facility Description, Exhibit B (see Appendix B).

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WAC 468-34-110(3)  
WAC 468-34-110(3)(a)  
WAC 468-34-110(3)(d)

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## **(2) Signature Authority**

Refer to 100.06, Approval Authority, for detailed guidance regarding approval authority for accommodation documents.

## **120.12 Environmental Considerations**

WSDOT accommodation documents require utility applicants to secure all environmental permits for a utility installation. (See DOT Form 224-030, Special Provisions for Permits and Franchises, in Appendix B.) For further information on environmental considerations, see WSDOT's *Environmental Procedures Manual*, *Design Manual*, and *Maintenance Manual*.

### **(1) Utility Environmental Permit Compliance**

WSDOT is not a regulatory agency. Thus, when a utility affirms that all of the necessary environmental permits are complete, it is not the department's responsibility to obtain proof of the permit completion. If a hazardous spill or environmental damage occurs, the utility is responsible for corrective action.

### **(2) WSDOT as Land Owner**

The risk to WSDOT as the land owner occurs when the utility owner and/or the utility's contractor are financially small and not able to abate or correct their environmental damage. Theoretically, WSDOT could be required to correct the damage with department funds. WSDOT would then be in the position of attempting to collect expenses from the small utility, the utility's contractor, and its bonding and insurance companies. The utility would have an interest in satisfying the debt if it desired to continue occupying highway right of way. The utility contractor could suffer remedies involving bonding and licensing.

### **(3) Corrective Action by WSDOT**

If a hazardous spill or a deteriorating environmental situation (such as stormwater or air quality) occurs during utility installation or facility operation, the responsible utility representative should be notified of the situation as soon as possible. If any delay in taking the necessary corrective action appears likely, WSDOT has the right and responsibility to take corrective action. WSDOT may mobilize department staff, engage outside assistance to control the situation, or notify the Department of Ecology Spill Response Team as deemed appropriate by the department. The utility representative must be advised that WSDOT will hold the utility financially responsible for all costs incurred for the department's corrective actions. This notification will allow the utility the option to mobilize and assume the abatement actions with utility staff and/or contractors.

## **120.13 Utility Maintenance**

All utilities installed within the highway operating right of way shall be maintained in good condition operationally and visually. Utilities requiring routine maintenance or inspection shall notify WSDOT and receive approval before any work is performed.

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WAC 468-34-340(2)(B)

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### **(1) Utility Maintenance Requirements**

At a minimum, utility maintenance proposals must include:

- Contractor name and contact (if different from utility owner of record).
- Type of maintenance required.
- When work will be performed.
- Location of work (State Route and Milepost).
- Accommodation document's number authorizing existing facilities.
- Traffic control.

Other items to consider include:

- Plan view drawing and/or cross section.
- Ingress and egress points.
- Number and type of equipment needed for maintenance operations.
- Staging areas for equipment and materials, if applicable.

### **(2) Notification of Maintenance Operations Within State Right of Way**

Utilities shall submit a Notification of Maintenance Operations Within State Right of Way to the Region Utilities Office within three (3) working days prior to any maintenance work. Some highway locations may require that specific information be submitted for approval.

Utilities installed within limited access may require that more detailed information be submitted.

#### **(a) Emergency Repair**

The need for emergency repair of a utility must be communicated to WSDOT immediately and approval as to the manner of repair secured as soon as possible.

In all cases, the safety and protection of the traveling public is the prime concern of WSDOT and the utility. All traffic control shall conform to the current issue of the *Manual on Uniform Traffic Control Devices (MUTCD)*.

## **120.14 Variances: Types, Treatment, and Approval**

A variance is as a proposed utility installation that is contrary to the *Utilities Accommodation Policy* established by WSDOT. All variations from department policy require written justification from the utility for review and appropriate approval. WSDOT shall avoid approving variance proposals that are insufficiently justified.

By definition, variances have the potential to negatively affect the continued operation of the highway. Therefore, review in detail variance proposals and their impact on highway facilities both during construction and in the future.

### **(1) Variance Documentation**

The variance approval process must be thoroughly documented in the application file. This documentation may be required at a future date to illustrate the variance approval decision process in the event of a tort claim or other litigation involving the utility installation. (See 100.05, Accommodation Documents: Management and Administration, for detailed guidance on file maintenance best practices.)

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WAC 468-34-340(2)(C)

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## (2) Types of Variances

Items considered a variance to WSDOT's *Utilities Accommodation Policy* include:

- Open cuts of state roadway.
- Open trenches within areas defined as Category 1.
- Shallow depth installations that do not meet the requirements of WAC 468-34-200.
- Longitudinal installation inside limited access control right of way.
- Longitudinal installations within any median.
- Any utility installation that would involve routine maintenance inside full access control right of way.
- Aerial installations within Scenic Class A or B.
- Control Zone Location I and II aboveground objects.

A single utility installation may include more than one of the variances listed. Regardless of the number of variances proposed for a single utility installation, document each variance completely, as described in this section.

## (3) Justification Requirements: General

The approval of any variance installation proposal must meet four criteria. The utility owner or its representative must provide sufficient information to prove that the proposed variance is:

- Reasonable
- Valid
- Verifiable
- Justified

The proposal must be **reasonable** and within the bounds of normal industry standards. There must be a **valid** reason the variance is necessary, and it should not place the convenience of the utility ahead of the needs or goals of WSDOT. Issues or circumstances cited as reasons for the variance must be able to be **verified** by documentation. The proposed variance must also be **justifiable** as the only available means of installing the proposed utility based on all other alternatives considered but rejected.

To begin the variance approval process, utilities must complete a variance justification package for review by WSDOT. It is the responsibility of the utility to provide proof sufficient for approval by the department.

In addition to the general application requirements listed below, include the following specific information for each type of variance proposal:

- Engineering plans, profiles, and details for the chosen route.
- Roadway cross section of the entire right of way width at regular intervals (maximum 50 feet) where the open trench encroaches upon the roadway prism. Show details relating to width of travel lanes; turn lanes; shoulders and widened areas; and location of existing utilities.

- Open 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 specifications.
- Utility Maintenance Plan, if necessary.
- Cost estimate, if cost is the reason for the rejection of alternatives.
- Additional supporting information.

(a) **Open Cuts of State Roadways**

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WAC 468-34-190(4)

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Open cutting the paved surface of a highway allows intrusion by weather, settling due to poor material or compactive efforts, and other factors that lead to premature roadway deterioration. These and other causes can result in an overall increase in roadway maintenance, snow-removal difficulties, and other cost-prohibitive challenges for WSDOT. It is for these reasons the department considers **any** open cutting of the paved roadway a variance from policy and requires extensive justification for approval of any open cut proposal.

All applications proposing to open cut the paved roadway shall include:

- Open Cut Variance Request Justification Questionnaire (see Appendix B).
- Plan showing all alternative routes considered.

(b) **Open Trench Within Limits of Category 1**

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WAC 468-34-190(3)

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Open trenching includes both longitudinal trenching for utility installation and trenching related to work such as a bore pit. Similar to open cutting, open trenches near the edge of pavement reduce the life span of the roadway structure, can cause undermining of the paved roadway and lead to settling, and have other negative impacts. Because of such issues, these conditions are a variance from policy and require justification for approval of any open trench proposal.

All applications proposing open trenching within the limits of Category 1 must include:

- Roadway Prism Open Trench Variance Request Justification Questionnaire (see Appendix B).
- Plan showing all alternative routes considered.

(c) **Shallow Depth Installation**

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WAC 468-34-200

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Utilities must be installed at depths noted in Figure 120-3, Minimum Cover Detail, to protect the utility from damage to superimposed highway loads and maintenance operations and to avoid impacts to the utility by minor highway improvement projects.

Shallow installation proposals shall include suitable reinforcement to protect the utility from loading and highway operations. (See 120.15, Casing, Conduit, Innerduct, and Encasement, for additional guidance on pipeline protection and reinforcement.)

All proposed shallow depth utility installation variance proposals must include:

- Shallow Depth Installation Variance Request Justification Questionnaire (see Appendix B).

- Reinforcement detail showing the type of protective measures proposed and construction methods.

(d) **Longitudinal Installations Within Any Median**

All longitudinal median installations are a variance from WSDOT policy and must be justified. Median installations present construction challenges for the utility; hazards for the traveling public from construction equipment and materials; safety issues for construction workers; highway improvement relocation issues for the utility; and potential for construction delays on department highway improvement projects.

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WAC 468-34-190(3)

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All applications proposing a utility installation in a median must include:

- Longitudinal Median Installation Variance Request Justification Questionnaire (see Appendix B).

(e) **Longitudinal Installations Within a Limited Access Controlled Highway**

WSDOT and the FHWA purchase access rights to some highway rights of way in order to limit access to the facility. Full access control facilities access transportation facilities only from interchanges.

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See AASHTO's "A Policy on the Accommodation of Utilities Within Freeway Right-of-Way"

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- 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:

- Encroachment Within Full Access Control Right of Way Variance Request Justification Questionnaire (see Appendix B).

Refer to AASHTO's "A Policy on the Accommodation of Utilities Within Freeway Right-of-Way" for further information.

(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 review and approval. (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:

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

**(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 forwarded to the HQ Utilities Unit should be prepared for signature. 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. Memorandum

A memorandum providing the following information must be attached as a cover to the Variance Justification 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.

## 120.15 Casing, Conduit, Innerduct, and Encasement

### (1) General Requirements and Considerations

Encasement or casing of utilities within the roadway prism is necessary for a variety of reasons, including constructibility, code requirements, or other situations. When considering utility installations within the right of way, WSDOT's review should not focus strictly on the immediate construction impacts of the installation, such as with open cuts. Attention should also be paid to the preservation of the roadway and the long-term effects the proposed utility may have upon continued operation, maintenance, and improvement of the highway. Issues to consider include:

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WAC 468-34-210

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WAC 468-34-210

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- Pressurized pipe rupture or leaking.
- Leaking of hazardous, caustic, or combustible materials.
- Utility maintenance or improvements that may require removal or replacement of carrier pipe or conduit.
- Utility relocation.

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WAC 468-34-210  
WAC 468-34-210(3)(a)  
and (b)

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All pipeline installations shall meet the requirements outlined in this section. Any application for utility accommodation proposing to install a utility without casing as defined under Required Casing Conditions (below) is a variance to WSDOT policy. (See 120.14, Variances: Types, Treatment, and Approval, for detailed guidance on justification procedures.)

## (2) Required Casing Conditions

Casing of utilities is required for the following situations and conditions:

- Utilities installed under completed limited access highways or freeways. Casing shall extend from right of way line to right of way line on all access controlled rights of way.
- Utility crossings where casing is required by appropriate industry code or special conditions.
- Pressurized carrier pipe installed within the roadway prism, including pipe installed longitudinally under the roadway.
- Pipelines carrying transmittants that are flammable, corrosive, expansive, energized, or unstable.
- Utility installations where local features, embankment materials, construction methods, or other conditions indicate any possibility of damage to the protective coating of carrier pipe during installation. It is the responsibility of the utility to provide evidence that the pipe coating will not be damaged during installation.
- Installations at locations such as freeways or other high-volume or controlled access highways where the current or future insertion, removal, replacement, or maintenance of utilities would avoid open trench construction.
- Protection of the utility from external loads or shocks both during and/or after construction.
- As a method of conveying leaking fluids or gasses away from the area directly under the roadway to a point of release at or near the right of way line or to an established highway drainage containment facility.

### (a) Exceptions to Required Casing Conditions

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WAC 468-34-100  
WAC 468-34-210(3)  
WAC 468-34-210(3)(a)

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Casing is required for all conditions defined by this section. Except as outlined below, no exceptions to casing requirements should be allowed for utility installations that might otherwise be installed using open trench construction methods or in advance of highway construction. All utility installations that require encasement but are proposed to be installed without encasement must be justified as defined by this manual. (See 120.14, Variances: Types, Treatment, and Approval, for additional guidance regarding variance justification.)

The exceptions to casing are as follows:

- Uncased crossings for local service connections of 1-inch-diameter or less carrying natural or other gas across two-lane highways may be installed without casing.
- Pipelines conveying natural or other gas that meet the design, installation, and cathodic protection provisions of the Minimum Federal Safety Standards, 49 CFR, Part 192, and WAC 480-93, Gas companies – safety.

WAC 468-34-210(3)(c)  
WAC 468-34-210(3)(b)

### (3) Longitudinal Casing Installation

Longitudinal installations are typically not subject to casing requirements. In all cases, WSDOT should work with the utility to find alternative installation locations within the right of way that will avoid the need for longitudinal installations.

WAC 468-34-190

### (4) Encasement Requirements: Materials and Construction

#### (a) Crossing Length

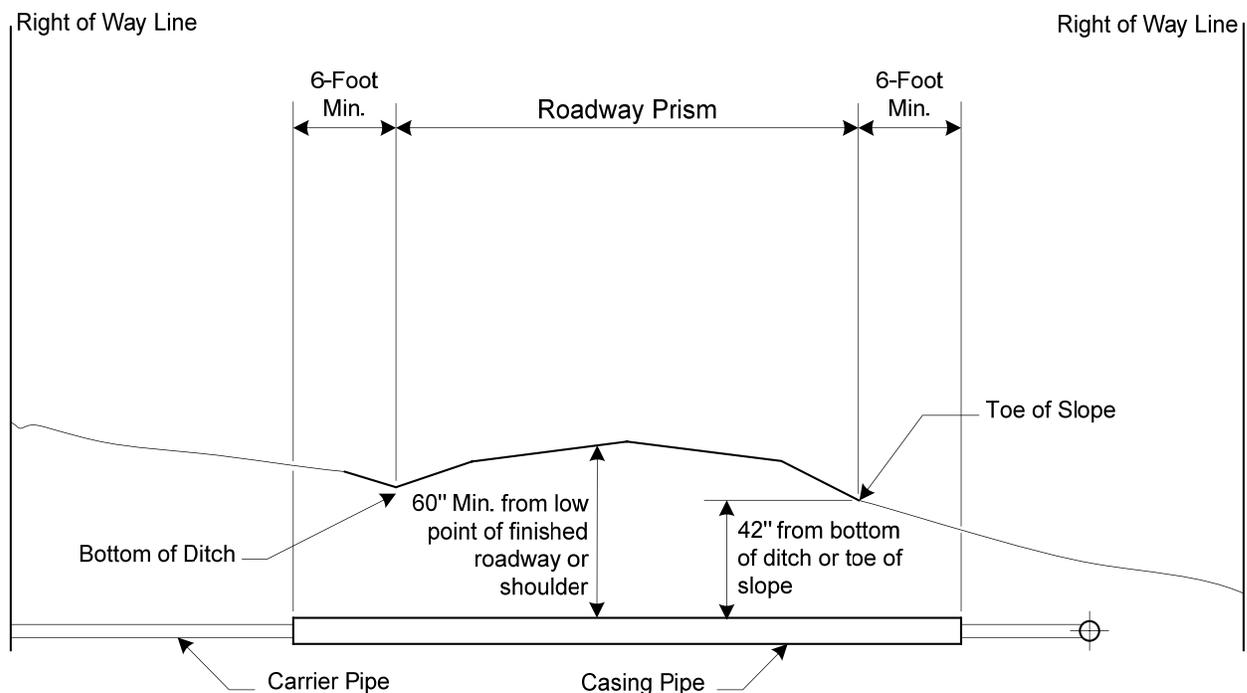
Casing shall extend a minimum of 6 feet beyond the edge of the roadway prism or back of curb (see Figure 120-10, Rural Casing Installation, and Figure 120-11, Urban Casing Installation).

WAC 468-34-210(4)

#### (b) Seals and Annular Fill

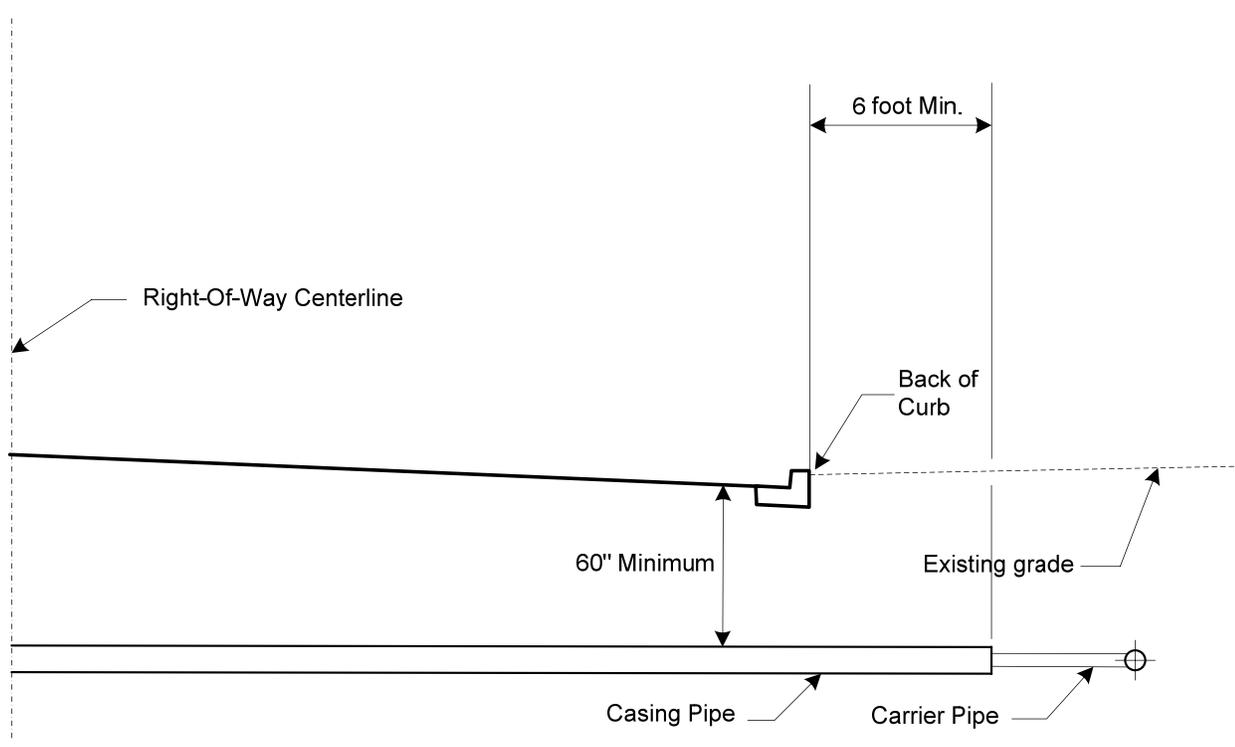
Casings shall be sealed at both ends. Casings over 12 inches in diameter shall have the annular spaces between carrier pipe and the casings filled with pressurized grout or blown sand unless otherwise authorized by WSDOT.

WAC 468-34-210(5)  
WAC 468-34-250(3)(c)



**Rural Casing Installation**

*Figure 120-10*



**Urban Casing Installation**  
*Figure 120-11*

**(c) Vents**

WAC 468-34-220(1)

Vents are required for all casings holding carrier pipe transmitting fuel where required by 49 CFR, Part 192, Minimum Federal Safety Standards. Vents shall be located as close to the right of way line as possible and free from vegetated cover.

**(d) Drains**

WAC 468-34-220(2)

Drains are required for all casings holding carrier pipes that contain liquid, liquid gas, heavy gas, or other petroleum products. Drains should outfall to locations approved by WSDOT and where, if a rupture in the carrier pipe were to occur, it would not cause harm or damage to environmentally sensitive areas. Under no circumstances shall the drain or drain outfall be used as a wasteway for purging the carrier pipe unless specifically authorized by WSDOT.

**(e) Installations on Highway Structures**

WAC 468-34-210

Encasements within, upon, or near any highway structure require the advance review and approval of the Region Bridge Maintenance Office, HQ Bridge Preservation, or HQ Bridge and Structures Office. (See 120.07, Bridges and Structures, for detailed guidance on structure attachments.)

## 130 Post-Approval Administration

### 130.01 Addenda to Approved Accommodation Documents

An addendum is any document or plan that revises, modifies, or supplements a previously approved utility accommodation document, becoming part of the approved utility installation.

Minor changes to previously approved utility accommodation documents often make resubmitting the entire permit or franchise application costly and impractical. An addendum allows the focused review of a minor change or addition to the approved permit or franchise and could avert the need to submit an entirely new application.

Note: Addenda should be used only prior to or during construction. Minor post-construction changes should be noted on as-builts.

#### (1) *When to Use an Addendum*

Addenda should be used when a revision to an approved permit or franchise is necessary, but submitting a complete new application is not practical. Examples of when an addendum may be an alternative to resubmitting the entire utility installation proposal for another review include:

- Revision to a Special Provision, such as a change in WSDOT's contact person, addition or modification to a provision, or correction of an error or omission.
- Changes in the location or scope of work that do not change the details of the overall approved installation.
- Changes in size, capacity, or quantity of the utility being installed.
- Changes, additions, or revisions to an exhibit such as the Traffic Control Plan (TCP), Temporary Erosion and Sediment Control (TESC) Plan, or other preapproved exhibit.
- Change in construction method(s).

Circumstances may warrant the use of a method other than an addendum to remedy a given situation. Consider each addendum separately on its own merits based on the risk of the proposed change. Documentation may range from a simple letter approval or red-line correction for a low-risk revision, to complete addenda documentation. A new application may be the best solution for a higher level of risk. Check with the approving authority for guidance.

#### (2) *When Not to Use an Addendum*

Significant changes in the originally approved application will usually require submitting an entirely new application for complete review approval. Some examples where an addendum may not be appropriate include, but are not limited to:

- Impacts occur to a highway structure.
- Changes where a new approval process must be completed.
- Changes impact the access level of the highway where the utility is being installed.
- Changes impact a highway project.

- Due to the proposed addendum, the approval level authority changes to a higher approval authority from that of the originally approved accommodation document.
- Producing the addendum will require more work or expense to approve than submitting a new application.

### **(3) Approval**

An addendum or other change to the originally approved accommodation document should be approved by the original approving authority. (See 100.06, Approval Authority, for additional guidance.)

### **(4) Components of an Addendum**

It is important to maintain a record of addendum approvals. Records of addenda may consist of an e-mail or a simple addendum approval letter, to a complete set of formal addendum documents (see sample in Figure 130-1). Under no circumstances should verbal authorizations be considered an appropriate method of revising an approved accommodation document.

#### **(a) Formal Addendum Documentation**

A complete set of formal addendum documents should consist of:

- A cover letter with instructions to permit or franchise holder explaining the addendum procedure.
- Addendum documentation (see sample in Figure 130-1).
- Addendum receipt (see sample in Figure 130-2).

### **(5) Confirmation Receipt**

A confirmation receipt may be required for revisions or changes to approved documents. The receipt should include language that legally confirms or endorses the change. The need for a receipt should be considered depending on the significance of the change. The approving authority is the decision maker regarding the need for a confirmation receipt. (See Figure 130-2 for a sample receipt.)

### **(6) Procedure**

The recommended procedure for processing changes or revisions to an approved accommodation document is as follows:

- Identify the item or issue that requires a revision or addition. Verify that an addendum to the original document is the appropriate method of amending the issue.
- If appropriate, initiate any necessary reviews.
- Process changes to permit or franchise documentation as needed.
- Obtain approval for the revisions or additions from the approving authority.
- Forward the addendum package to the utility owner with receipt confirmation, if needed.

Department of Transportation  
Olympic Region Utilities Office, Olympia, WA 98504

**UTILITY FRANCHISE AMENDMENT NO. 6123, Amendment 12  
SR 88, Milepost 35.56 to Milepost 41.02**

**ADDENDUM NO. 1**

The General Provisions, Special Provisions, and Exhibits for this utility permit or franchise are amended as follows:

**General Provisions**

The following is added to item 16:

Costs incurred by the Department shall be billed to existing Jx Account No. 1234.  
Any and all costs and impacts incurred by the State to restore the project site to State contract 4321 specifications due to work performed under this franchise will be the responsibility of the utility.

**Special Provisions**

**Exhibit A**

On page 1, the following Department representative is revised to read:

John Engineer, P.E.  
5720 Capitol Blvd.  
Tumwater, WA 98504  
(360) 555-1212  
E-mail: [enginej@wsdot.wa.gov](mailto:enginej@wsdot.wa.gov)

On page 1 the following is added:

Item 9 is hereby added as an applicable provision.

On page 3 the following is added:

42. As agreed in the August 14, 2008 field meeting between the Department and the Utility, the Utility shall coordinate its work with the Department representative noted in Special Provision 1. It was agreed that the Utility will use the Department's contractor to reestablish any disturbed vegetation, landscaping, or planting previously completed by the Department and its contractors or subcontractors.

Page 1 of 1

**Addendum Document**  
*Figure 130-1*



**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

**ADDENDUM RECEIPT**

**UTILITY FRANCHISE NO. 10028 C AM 5  
SR 123, Milepost 5.76 to Milepost 5.78**

**Addendum No. 1**

By my signature, I hereby acknowledge that I am authorized by my company or organization to approve the above utility permit or franchise addendum and concur with the revisions contained therein.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Sign name

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Print or type title

\_\_\_\_\_  
Print or type company name

\_\_\_\_\_  
Print or type company address

\_\_\_\_\_  
Print or type City, State, Zip Code

Addendum documentation must accompany other utility permit or franchise documentation on the jobsite and is not effective until received by the Department. Please sign and return this page by mail, e-mail, or return fax.

**Addendum Receipt**  
*Figure 130-2*

- Once addendum receipt confirmation is received, forward a copy of the signed addendum to the region Utilities Inspector. File the original addendum documentation in the accommodation document file.
- Forward a copy of any revisions, additions, or new approved applications to the original accommodation document recipients.
- File the original addenda documentation in the region accommodation file.

## 130.02 Extension of Installation Time

By signing the Application for Utility Permit or Franchise form, applicants agree to begin construction within one year from the date of approval of their application. Utility accommodation documents will be considered invalid if construction does not begin within the time frame indicated on the application. When this occurs, or if construction cannot be started within the one-year time frame, the utility must apply for either an Extension of Installation Time or reapply for a new accommodation document.

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WSDOT Policy

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### (1) Purpose

The primary purpose of this time constraint is to ensure no changes have occurred in the scope of the installation or the method of construction from that originally approved. WSDOT should review the original documents to ensure no changes have occurred.

### (2) Requests for Extension of Time

If construction has not begun within the one-year maximum time frame, the applicant should submit a written request for an extension of time to begin construction or submit a new application. The request should include justification for the delay in construction start. WSDOT should review the request and make a reasonable effort to verify that no significant changes have been made in the scope or nature of the installation.

#### (a) Cost Recovery

All cost-recovery policies apply if construction for an approved accommodation document has not occurred. In the event additional reviews are warranted, accommodation cost-recovery policies should be instituted for review and approval costs necessary to acquire approval of the request.

#### (b) Requirements for Extension of Time to Begin Construction

For applications previously approved, but for which construction has not begun within the one-year minimum period after the approval date, all of the following should be submitted or apply:

- Written justification for the delay in construction start.
- If changes have occurred, new plans for approval, along with application to be treated as a completely new submittal.
- Approval should be by the original permit or franchise signatory or equal.

Additionally, items that should be considered on a case-by-case basis when an Extension of Installation Time request is received include:

- Meeting with applicant and WSDOT support personnel, as appropriate.
- Establishment of a reimbursable account if review is extensive or meetings are required.
- Reevaluation of existing Traffic Control Plans or new plans, as may be needed for revised installation plans.
- Review and approval by appropriate support groups.

### **130.03 As-Builts: Record Drawings**

As-Builts (or Record Drawings) are plans showing the actual installation location of the utility after necessary field adjustments.

Whenever there is an approved field change to the accommodation document, an As-Built shall be submitted to WSDOT within 90 days after the completion of the installation.

As-Built documents shall be submitted by the utility owner or its authorized agent, unless the WSDOT inspector documents the changes. These changes should be noted in the original accommodation document and in the Utility Franchise and Permit (UFP) database.

Changes to the proposed installation shall be submitted on new plan sheets or on existing plan sheets with *additional* installations in red and *deleted* items in green.

Upon receipt of As-Builts, make the appropriate changes in the UFP and the original accommodation document. New copies of the changes shall be sent to the original recipients.

### **130.04 Penalties**

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RCW 47.44.060

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All persons, firms, or corporations that construct, operate, or maintain a utility or similar facility must first have, and have at all times and in full force and effect, a utility franchise or permit in the manner provided by law. Those found in violation of the law are guilty of a misdemeanor and may be liable for a civil penalty of \$100 per calendar day from the date notice is given.

Accommodation issues that need to be considered for penalties include, but are not limited to:

- Expired franchises.
- Utilities inherited by a Route Jurisdiction Transfer.
- Those resulting from impacts from a highway improvement project.
- A breach of the terms of the approved utility permit or franchise.

## **(1) Notification and Department Action**

Prior to attempting to formally collect any penalties, a three-step notification process must be followed:

### **(a) Step 1**

Make every effort to work in an informal, cooperative manner with utility owners to resolve issues for which penalties may be under consideration. Document all formal and informal contact with the utility while attempting to resolve the penalty issue.

### **(b) Step 2**

Send a certified letter to the utility per RCW 47.44.060. The notice must inform the utility owner that an Application for Utility Permit or Franchise must be submitted within 45 days or the utility installation must be removed from the right of way. The letter must indicate the location of the utility within the right of way.

### **(c) Step 3**

If no application has been received from the utility owner within 45 days, contact the HQ Utilities Unit. The HQ Utilities Unit will meet with the Attorney General's Office to discuss the next step that may need to be taken.

The utility owner has 45 calendar days from the date of receipt of the certified letter to apply for an accommodation document and comply with WSDOT's *Utilities Accommodation Policy*.

## **130.05 Utility Transfer of Ownership – Acceptance of Assignment**

One of the key objectives of the utility accommodation process is to maintain accurate records of the type, capacity, location, and ownership of each utility located in the operating highway right of way. The Utility Transfer of Ownership process was created to document the ownership changes of existing utilities. Ownership changes have an effect on sureties, Franchise Renewals, and data management and administration. These areas should be taken into account when utility ownership transfers occur.

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WAC 468-34-020(1)

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### **(1) Benefits of Documenting Ownership Transfer**

Accurate records benefit WSDOT by allowing the Region Utilities Engineers to contact utility owners in the event utility relocation is necessary to accommodate a highway improvement project.

### **(2) Transfer Requirements**

The Utility Transfer of Ownership process is required whenever an existing utility:

- Transfers ownership.
- Changes its name.
- Makes a change in corporate structure.

### **(3) Coordination and Responsibility**

The lead for the Utility Transfer of Ownership process varies depending on the utility and the circumstances.

#### **(a) Region-Only Transfers**

Region Utilities offices should maintain a recordkeeping system that tracks individual accommodation document assignments for utilities that are restricted to within region boundaries, where the change in ownership will not affect other regions' business needs.

#### **(b) Statewide Transfers**

Utility Transfers of Ownership for utilities that cross region boundaries should be coordinated by the HQ Utilities Unit. This ensures statewide involvement in the transfer process and allows for coordination and communication of ownership and blanket surety issues.

### **(4) Effect on Accommodation Documents**

There are secondary effects to accommodation documents when there is an ownership transfer. Those effects depend on the type of accommodation document, its status, and the location of the utility. (See 100.05, Accommodation Documents: Management and Administration, and 100.02, Types of Utility Accommodation Documents, for additional guidance on accommodation documents.)

#### **(a) Current Utility Franchises**

The ownership transfer process should not have an immediate effect upon current unexpired utility franchises. However, when franchises are involved in utility transfers of ownership, several issues must be confirmed and, if necessary, communicated to the new utility owner to ensure full disclosure of pending issues that will affect the utility.

##### **1. Utility Franchise Expiration Date**

Utility franchise expiration dates carry over to the new utility owner in the Utility Transfer of Ownership process. There is no change or adjustment in the franchise expiration date. It is important that WSDOT advise the company assuming utility ownership responsibility of any pending franchise expiration issues that will require Franchise Renewal.

##### **2. Transfer of Aerial Franchises in Scenic Class A or B**

Similar to notification of pending or currently expired franchises, it is critical to disclose to the company assuming utility ownership any existing or pending franchise expirations that will require an aerial facility to be removed and installed underground on highways within Scenic Class A or B. (See 120.08, Scenic Classification Policy, for additional guidance on scenic classification issues.)

**(b) Transfer of Expired Franchises**

Expired franchises are not legal documents; they have expired and are therefore not eligible for transfer from one entity to another. Before any transfer can legally take place, the original owner must renew the franchise, or the new owner must apply for a new utility accommodation application or Consolidation.

**(c) Utility Permits**

Utility permits are by nature perpetual documents. There should be little administrative effect to utility permits due to an ownership transfer. Surety issues and database name changes must be addressed.

**(5) Effect(s) on Surety**

Blanket sureties held by WSDOT insuring the previous utility owner should not be released until the ownership transfer process is complete. If the previous utility has installations pending release of surety, a new surety must be obtained by the new utility until the utility installations are eligible for release from surety. If the new utility plans to make additional applications for utility installations, the utility should be encouraged to obtain a blanket surety. However, the new utility also has the option of obtaining individual sureties for new utility installations. (See 110.04, Sureties, for additional guidance.)

Utility Transfers of Ownership for companies holding a blanket surety must be coordinated with the HQ Utilities Unit to ensure the existing blanket surety for the outgoing utility owner is released and replaced by an appropriate surety for the new utility owner.

**(6) Document Administration**

Use of a single Utility Transfer of Ownership form with an attached list of affected accommodation documents may be used to document the ownership transfer. A single form for each document being transferred is also acceptable. Regardless of the method, the Utility Transfer of Ownership form must list each accommodation document affected by the transfer. Regions should ensure each permit or franchise involved in the transfer has a copy of the Utility Transfer of Ownership form placed in each accommodation document file.

**(a) Utilities Database**

Updates to the UFP database relating to transfer of ownership are the responsibility of the HQ Utilities Unit. Contact Headquarters when changes need to be made to the database holder table, whether the transfer is region-specific or being done statewide.

**(b) Filing: Region**

Regional transfers of ownership should be maintained at the Region Utilities Office. An appropriate file or data system should be maintained to track the changes in ownership of various utilities within the region.

**(c) Filing: Statewide**

The HQ Utilities Unit maintains a file or data system of statewide transfers of ownership as well as a database that tracks the historical changes in ownership of various utilities across the state.

## **(7) Utility Transfer of Ownership Form**

Use Utility Transfer of Ownership, when transferring ownership of utilities between entities.

### **130.06 Abandoned, Deactivated, or Disconnected Utilities**

Discovery of abandoned, deactivated, or disconnected utilities often results in project delays during highway improvement projects or maintenance activities. There is also a safety issue when locating underground utilities near other active utility lines. Whenever possible, the first goal should be to completely remove any utility facility no longer required by the utility owner, at the owner's expense.

When utility removal is infeasible, take appropriate steps to document and secure the abandoned, deactivated, or disconnected utility's status and ownership. Maintain an accommodation document on file to document the location, ownership, and status of abandoned, deactivated, or disconnected in-place utilities. (See 120.04, Pipelines, for guidance on abandoning pipes and casings.)

Certain utilities (such as pipes or casings) that are abandoned, deactivated, or disconnected but are not removed may offer opportunities for future utility installations without the need to install additional ducting or casings. Consideration should be given to the safety of the public, the condition of the existing utility, compliance with current standards, and other issues that may be evident.

If feasible, completely remove direct buried utility company facilities such as telecommunication lines, unless the facility lies under an existing roadway or environmentally or culturally sensitive land. If WSDOT has a need for such facilities and would benefit from acquiring ownership of such, then there may be a purpose for keeping the facilities in place.

#### **(1) Removal of Hazardous Materials**

Utility facilities that may have transported hazardous materials, or any utilities composed of hazardous materials, must be considered for removal, at the owner's expense, at the time of abandonment. Removal may also be delayed until some future time, as approved by WSDOT. Avoid placing the department in a position where it may need to pay for the future cost of removal and disposal of hazardous materials or contaminants.

#### **(2) Options**

Utilities that wish to abandon, deactivate, or disconnect utilities in place and avoid removal costs may do so, but only under specific circumstances. Facilities that are abandoned, deactivated, or disconnected in place remain the property and responsibility of the utility owner unless the owner wishes to transfer ownership to WSDOT and the department agrees.

##### **(a) Ownership Maintained by Utility**

Utilities that wish to keep ownership of deactivated or disconnected facilities that have been left within the operating highway right of way must maintain an accommodation document listing the facility as deactivated or disconnected.

Until abandoned, deactivated, or disconnected utilities are either removed or ownership is transferred to another organization, the utility facility remains the responsibility of the utility owner of record.

**(b) Ownership Transferred to WSDOT**

Utilities that wish to transfer ownership of abandoned facilities to WSDOT may do so, provided the department agrees to the transfer.

Requirements for such transfers are as follows:

- WSDOT must have a clear and present need for the facility.
- The utility agrees to release all future claims to the facility.
- The transfer must be at no cost to WSDOT, as the transfer is for the convenience of the utility.

Contact the HQ Utilities Unit if transfer of ownership is being contemplated by a utility.

**(3) Documentation**

Ownership of abandoned, deactivated, or disconnected utilities should be documented using a new and/or existing utility accommodation document. A file should be maintained in the region as described in 100.05, Accommodation Documents: Management and Administration. A database record should also be maintained listing the utility as “Inactive.”

**130.07 Undocumented Utility Installations**

One of the primary goals of the WSDOT *Utilities Accommodation Policy* is to document location and ownership of utilities. Therefore, it is important to work in a cooperative manner with utility owners to record existing utility installations not already documented by WSDOT. When undocumented utilities are discovered, every effort should be made to work with the utility owner to properly document the existing installation. (See 130.04, Penalties, for repeated unauthorized installations.)

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RCW 47.44

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**(1) Level of Notification**

When informing a utility of an undocumented utility installation, it should be assumed that the utility owner desires to comply with the WSDOT *Utilities Accommodation Policy*. Generally a phone call to the utility is sufficient to begin the documentation process and remedy an undocumented installation. Occasionally, additional and more formal notification may be necessary.

**(a) Initial Notification**

Initial notification to a utility owner should start informally with a phone call or an e-mail. Approach the utility with a collaborative attitude, as formal documentation of utility location and ownership benefits both WSDOT and the utility.

Document all contact, including date, time, contact name, and outcome of the communication with the utility.

**(b) Additional Notification**

Additional contacts with undocumented utility owners should be progressive in nature, working toward more formal communications as time and level of cooperation from the utility dictates. This may involve additional informal communication or more formal methods (such as return receipt letters) as circumstances dictate, with the end goal of receiving formal application from the utility and subsequent utility location and ownership documentation by WSDOT.

Document all communication with the utility as discussed under Initial Notification above.

**(c) Final Notification**

After exhausting all reasonable efforts to obtain compliance from the utility owner, WSDOT shall give final notice by Certified Mail that a franchise or permit is required or the facility must be removed. (See 130.04, Penalties, for additional guidance.)

**(2) Existing Utilities Installed Contrary to WSDOT Policy**

Existing utilities are not exempt from the *Utilities Accommodation Policy*.

Documenting existing utilities should include language explaining the circumstances surrounding the installation, such as Route Jurisdiction Transfers.

**(a) Route Jurisdiction Transfers**

Highways transferred to WSDOT from a local agency will normally include existing utilities. A reasonable effort should be made to document noncompliant utilities, safety issues, and other situations that do not meet current department standards. Future utility or WSDOT projects should correct noncompliant utilities as needed or as defined elsewhere in this manual.

**(b) Non-Route Jurisdiction Transfers**

Existing utilities installed without prior approval that do not meet department policy should be treated on a case-by-case basis. Undocumented utilities that have been in place for a long period should be documented and, if noncompliant and there is no history of problems, reinstalled or corrected when an opportunity arises, such as during a highway or utility project.

Recently installed undocumented utilities should be handled on a case-by-case basis as well, but with greater scrutiny. If the utility meets WSDOT standards, it may be appropriate to document the installation. Utilities installed that do not meet department standards should be removed and installed correctly, or a variance should be obtained. (See 130.04, Penalties, for additional guidance.)

**(c) Factors to Consider**

Various elements of the *Utilities Accommodation Policy* must be considered when reviewing how the undocumented utility was installed. For example, utilities must meet Control Zone requirements. If they do not, the facility must be corrected to meet the Control Zone Guidelines.

Subsurface installations must meet depth requirements. For example, if a buried cable installed within a ditch line is shallow enough to be impacted by highway maintenance operations, the utility may be instructed to bury the cable at the

required minimum depth or relocate. However, if a buried cable installed near the edge of right of way does not meet depth requirements, the utility may be allowed to remain if determined reasonable by WSDOT. In all cases, document the reasoning and justification for the approval as with any variance justification.

Use individual judgment to determine the best course of action for each situation based on the contents of this manual and its references.

### **(3) Fees and Cost Recovery**

All fees and cost recovery efforts apply to the documentation of existing undocumented utility installations.

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WAC 468-34-020(1)

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## **130.08 Turnback Areas and Construction Permits**

The types of utility accommodation conditions that require coordination with local agencies are:

- Construction permits
- Turnback areas

Each of these types of construction conditions involves similar coordination efforts with local agencies to ensure the local agency will accept ownership of the utility installation after completion of construction. Because of ownership issues, both types of utility accommodation situations must be treated differently.

### **(1) Construction Permits**

Construction permits are used when a highway project will affect existing local agency right of way. The permit is a temporary right of entry to construct highway improvements. WSDOT has no property rights or utility accommodation approval authority within construction permit areas.

### **(2) Turnback Areas**

Turnback areas are new or existing rights of way belonging to WSDOT that are planned to be transferred to a local agency once highway construction is complete. The department, as fee title owner, has utility accommodation approval and oversight authority for these areas until title to the area is transferred to the local agency. However, to help ensure acceptance of turnback areas after highway construction, any utility installations within the area should be coordinated with the local agency.

Utility accommodation applications located within turnback areas or construction permit areas should be treated differently than utility accommodations within other areas of highway operating right of way, as defined in this section.

#### **(a) Coordination With Local Agency**

In all cases, the local agency has an interest in the location and installation of utilities within turnback areas or construction permit areas that are temporarily managed by WSDOT. Approval of all utility accommodation applications within these areas should be coordinated with the local agency, as well as the project construction office administering the project, to avoid construction conflicts between the utility installation and highway construction efforts.

### **(3) Turnback Process**

To ensure turnback areas involving utility accommodation or relocations are accepted by local agencies at the end of the process, every effort should be made to include them in utility accommodation. Refer to the *Agreements Manual* for detailed information on the turnback process.

#### **(a) Initial Meeting**

An initial meeting should be held to discuss turnback issues.

WSDOT functional areas should include Maintenance, Local Programs, Utilities, Traffic, and others as warranted. Utility owners should also be included in the meetings.

Utility accommodation items that should be considered for discussion in the meeting include:

- Inform the local agency of any utilities that will be turned back to them after the project is complete.
- Discuss local agency utility accommodation standards and ensure utilities are installed or relocated accordingly.
- Review any terms the local agency may want to have included in the accommodation document, such as any Special Provisions, termination clauses, or other language.
- Manage documentation transfer (hard copy or electronic information).

This process will help ensure the local agency will accept any turnback areas that include utilities.

#### **(b) Turnback Agreement Language**

Ensure any project Turnback Agreements include a discussion of utilities to be turned over to the local agency.

#### **(c) Approval**

WSDOT approval of accommodation documents within turnback areas should not be granted until the local agency has provided written concurrence of the installation.

#### **(d) Turnback Area: Transfer to Local Agency**

Approved accommodation documents for utility installations within turnback areas must be sent to the local agency after transfer of ownership. Prior to transfer, the local agency may ask for informational copies of approved accommodation documents. These should be provided if requested.

The region should consider maintaining informational copies of transferred accommodation documents after the transfer is completed. Informational copies may be necessary in the future because of claims issues, future highway projects, or other situations.

#### **(4) Construction Permit Areas**

##### **(a) Construction Permit Area: Utility Accommodation Jurisdiction**

The local agency retains jurisdiction for the processing and approval of accommodation documents within construction permit areas. Approval of proposed utility installations within construction permit areas is the responsibility of the local agency.

##### **(b) Construction Coordination**

Because of construction coordination issues, WSDOT has a vested interest in reviewing and concurring with the proposed utility installation if it affects the department's construction project. The Region Utilities Office should work with the local agency to ensure the proposed utility installation is coordinated with the highway project.

##### **(c) Postconstruction**

For postconstruction installations where roadway construction is substantially complete but the construction permit remains in effect, the requesting utility should be referred to the local agency for processing and approval of the proposed installation.

##### **(d) Approval**

Approval is provided by the local agency.

### **130.09 Compliance Reviews**

In order to reasonably ensure regions are administering the *Utilities Accommodation Policy* consistently statewide and within the guidance provided in this manual, Compliance Reviews will be conducted. The HQ Utilities Unit will review each region's utility permit and franchise approval process at least biannually. The review will involve a representative sample of the regions' approved permits and franchises, as determined by the HQ Utilities Unit.

#### **(1) Compliance Review Areas**

The following accommodation areas will be reviewed for compliance with this manual and the *Utilities Accommodation Policy*:

- Approval authority
- Application requirements
- Variances from WSDOT policy
- Justification procedures for variances

#### **(2) Compliance Review Findings**

Findings of inconsistent or procedural deficiencies will be discussed with the region. The HQ Utilities Unit and the Region Utilities Engineer will develop a cooperative solution to the findings of the Compliance Review. Any identified improvements relative to processes or standards will be shared with other regions for consideration and possible revision to policy or guidance.



- 200.01 General
- 200.02 Utility Property Rights
- 200.03 Preliminary Engineering Agreements
- 200.04 Construction Agreements

### **200.01 General**

This chapter is intended to be a resource for guidance in processing and administering utility agreements: specifically, Preliminary Engineering Agreements and Construction Agreements. These agreements are typically associated, directly or indirectly, with a transportation improvement project. An agreement is required to define the roles, requirements, and cost responsibilities between the Washington State Department of Transportation (WSDOT) and the utility.

#### **(1) Preliminary Engineering Agreements**

Preliminary Engineering (PE) Agreements are normally used when a utility requests reimbursement for preparing a cost estimate and a relocation plan where WSDOT is obligated for all or a portion of the utility relocation costs (see 200.02, Utility Property Rights). PE Agreements can also be used by the department to obtain reimbursement for design costs when the utility requests that work be included in a WSDOT contract.

For guidelines, examples, and the approving authority on PE Agreements, see 200.03, Preliminary Engineering Agreements.

#### **(2) Construction Agreements**

Construction Agreements are the most common agreements and are used for several different types of applications. Examples of when to use this type of agreement include the following:

- When a WSDOT project impacts a utility facility in which the utility has an easement or some type of compensable property interest (see 200.02, Utility Property Rights), WSDOT is obligated to pay for its relocation costs and replacement easement and/or fee title property interest. Typically, the utility would perform the removal of its facilities and construct its new facilities within its replacement property. Work would be covered under a Utility Construction Agreement, Work by Utility – State Cost.\*
- When a utility requests that WSDOT include construction of the utility's facilities, such as conduits, water, or sewer lines, as part of a WSDOT project, that work would be covered under a Utility Construction Agreement, Work by State – Utility Cost (DOT Form 224-062 EF). The utility in this case would be responsible for all actual direct and indirect costs, including, but not limited to, WSDOT contract administration, mobilization engineering, and overhead costs.

For guidelines, examples, and the approving authority on Construction Agreements, see 200.04(1), Construction Agreement Forms.

### **(3) Scoping Phase**

During the Scoping Phase, specifically on projects requiring new rights of way, the region Utilities Office shall review the project in detail. If utilities are present within the proposed right of way take, there is a good chance a utility agreement and a replacement easement and/or fee title property interest will need to be addressed in the project. Addressing potential agreements early will help build and generate better schedules and estimates.

Early in the Design Phase, each utility shall be notified in writing of the WSDOT project so that it can budget, schedule, and address its relocation needs, and perhaps request to include utility work in the WSDOT project's contract. This will provide WSDOT time to properly schedule and incorporate the agreement work into the project schedule. All utility agreements shall be fully executed prior to contract advertisement.

### **(4) Definitions**

For definitions, see Appendix A, Glossary.

### **(5) Policies Governing State and Federal-Aid Agreements**

23 Code of Federal Regulations (CFR) Part 172, Administration of Engineering and Design Related Service Contracts

23 CFR Part 645, Subpart A, Utility Relocations, Adjustments, and Reimbursement

23 CFR Part 645, Subpart B, Accommodation of Utilities

*Program Guide: Utility Relocation and Accommodation on Federal-Aid Highway Projects*, Federal Highways Administration (FHWA). Regions will inform utilities of the location of this Program Guide: [www.fhwa.dot.gov/reports/utilguid/index.htm](http://www.fhwa.dot.gov/reports/utilguid/index.htm)

*Utilities Accommodation Policy*, M 22-86, WSDOT

For further information, see Appendix C, Policy Guidance.

### **(6) Applicable State Laws**

Chapter 8.26, Revised Code of Washington (RCW), Relocation assistance – real property acquisition policy

Chapter 47.12 RCW, Acquisition and disposition of state highway property

RCW 47.24.020(8), City franchise on city streets that form part of a non-limited access state highway

Chapter 47.28 RCW, Construction and maintenance of highways

Chapter 47.44 RCW, Franchises on state highways

For further legal references, see Appendix D, RCW, and WAC references.

## **200.02 Utility Property Rights**

The region Utilities Office should work closely with Real Estate Services to ensure all utility property rights issues are addressed as early as possible.

### **(1) Compensable Real Property Interest**

A utility is entitled to cost reimbursement for facility relocation and/or adjustment, as well as a replacement property interest, when the utility owns a compensable real property interest. The utility must produce the following to be eligible for cost reimbursement or replacement:

- A deed showing fee title ownership to the property.
- A deed showing easement rights to use the property.
- A court finding of prescriptive easement rights.

A city- or town-owned utility that is located within its street right of way along a nonlimited access state highway within city limits is entitled to utility relocation and/or adjustment cost reimbursement.

*Note:* Although RCW 47.44.030 provides for a utility cost reimbursement under certain circumstances, all but the first sentence of this statute has been found unconstitutional by the Washington State Supreme Court. Therefore, the utility is only entitled to reimbursement under the conditions listed above.

### **(2) Determining Utility Property Rights**

A utility's compensable real property interest must be verified in order to determine whether an agreement is required and to select the proper agreement form.

#### **(a) Utilities Located Within WSDOT Right of Way**

The first step in determining utility property rights is to generate a franchise and permit listing for the project from the Utility Franchise and Permit (UFP) database. Where utilities are located within WSDOT right of way by franchise or permit, the cost for any adjustment or relocation will be at the expense of the utility. If the utility or its contractor performs the adjustment or relocation work, a utility agreement should not be required. If the utility would like any portion of the work to be performed by WSDOT or its contractor, a utility agreement will be required.

Adequate accommodation of utilities must be considered during development of a highway project. When determining right of way needs for a highway project, adequate space should be made available to locate utility facilities in a manner that does not interfere with the safe and efficient operation of the highway. To accomplish this goal, WSDOT may acquire the additional right of way necessary to provide a corridor for relocation of utilities.

Not all utilities located within WSDOT right of way have been authorized by a *current* franchise or permit. A utility is illegally located if it does not have a *current* franchise or permit or documented property right. In these cases, the utility must pay all its own costs and apply for a franchise or permit from WSDOT if the utility chooses to remain within the right of way. A utility's application for a franchise or permit and/or to maintain existing facilities within the right of way does not guarantee that WSDOT can issue a franchise or permit for such facilities.

In some instances, utilities are located within WSDOT right of way by easement, or WSDOT may have an easement across property owned by others. If a documented easement exists, it should be shown on the official right of way plan for that section of highway. The cost for any adjustment or relocation will be at WSDOT expense, and a utility agreement will be required. Utilities located within WSDOT right of way by easement are not listed in the UFP database. Utility representatives should provide documentation defining where their facilities are located within an easement. If possible, WSDOT should verify whether the utility-provided easement legal description actually covers the area in which the utility is located, to ensure the utility occupies the claimed easement location. Sometimes, a utility does not occupy a claimed easement location.

On nonlimited access highways within city or town limits, only the city or town has the authority to issue franchises or permits. Therefore, utility facilities located on these rights of way will not show up in the UFP database unless an “informational” permit or franchise has been filed and entered. Typically, when utilities that are not owned by the city are located within the city street/state highway right of way, they have been issued a permit or franchise by the city or town. You should research the city or town records for such franchises or permits. Utility adjustment or relocation should be at the utility’s expense. However, read the city or town franchise and/or permit conditions; if there is a question, seek legal assistance. If a city-owned utility requires adjustment or relocation, WSDOT is responsible for the cost of relocation because the city or town owns the underlying right of way.

**(b) Utilities Located Outside WSDOT Right of Way**

In order to determine utility property rights outside WSDOT right of way, title reports for each affected parcel must be obtained and reviewed. Review of the title reports should include a search for utility easements. Where utilities hold easement rights on private property, the cost for adjustment or relocation will be at WSDOT’s expense. It may speed up the process during the scoping phase (see 200.01(3)) to request that the utilities produce copies of relevant deeds.

Title reports may not always describe an easement in enough detail. A copy of the actual easement document may be required in order to determine its exact location.

If WSDOT or its contractor performs the adjustment or relocation work when the utility has a documented property interest, reimbursement for the relocation work will not be necessary because WSDOT is responsible for the costs. In this instance, a utility agreement will be required to specify contract terms covering the engineering design, plans, specifications, construction, and acceptance of the utility work. The agreement may include provisions for WSDOT to reimburse utility costs for design review or inspection. If the utility or its contractor performs any portion of the work, a utility agreement will be required because WSDOT is responsible for the costs.

Where utilities are located on their own property by fee title, the property should be identified by its own parcel number on the official right of way plan and a title report obtained for the parcel. In this case the cost of adjustment or relocation of the utility will also be at WSDOT’s expense, including a possible replacement property interest.

Where utilities are located on another public agency's right of way by permit, franchise, or city ordinance, and adjustment or relocation is required by a WSDOT project, the cost of the work is typically at the expense of the utility. However, in order to verify this, a review of the permit, franchise, or city ordinance should be made. If there is a question, seek legal advice.

### **(3) Compensation and Replacement of Utility Property Rights**

A utility is entitled to just compensation for its compensable real property interest when: the utility documents its existing compensable real property interest; facility adjustment or relocation is required by a highway project; or the property interest is taken to the extent that the facility adjustment or relocation cannot be accomplished inside the utility's existing property right. Under these circumstances, WSDOT will follow (a) or (b) below:

#### **(a) Compensation**

The first option should be for WSDOT to compensate the utility for its property rights and issue a permit or franchise to authorize the utility to locate within WSDOT right of way. The region Real Estate Services Office will negotiate the compensation to be paid and prepare a quitclaim deed (see Quitclaim Deeds below) for execution by the utility, in conjunction with the region Utilities Office issuing the permit or franchise.

#### **(b) Replacement**

If unable to utilize option (a), WSDOT replaces the utility's property rights with the same type of property rights, in accordance with the guidelines listed below.

##### **1. Utility to Remain Within the Limits of Its Existing Property Rights and Within the New State Right of Way Limits**

The utility conveys its fee title or easement rights within the new highway right of way limits to WSDOT by quitclaim deed. In turn, WSDOT conveys by quitclaim deed a replacement easement to replace all or a portion of property acquired by the WSDOT, subject to appropriate conditions (see Replacement Easements below). If WSDOT replaces a fee title ownership with an easement, the utility may be entitled to some compensation; the region Real Estate Services Office will negotiate the compensation to be paid.

**Note:** Where the utility's existing property right is an easement, WSDOT still conveys a new easement rather than acquiring the right of way subject to the existing easement. This procedure is recommended so the easement can include language applicable to the new conditions.

##### **2. Utility to Be Relocated Outside the Limits of Its Existing Property Rights and Outside State Right of Way**

- **Utility possesses powers of eminent domain:** Utility conveys to WSDOT by quitclaim deed property rights within the new highway right of way limits. WSDOT acquires on behalf of the utility an easement or fee title (as appropriate) and transfers it to the utility, or the utility acquires an easement or fee title (as appropriate) and is reimbursed by WSDOT for the new corridor outside the state's new right of way limits.

- **Utility does not possess powers of eminent domain:** Utility conveys to WSDOT by quitclaim deed property rights within the new highway right of way limits. WSDOT acquires additional right of way and thereafter conveys an easement to the utility located within the state's new right of way. If WSDOT replaces a fee title ownership with an easement, the utility may be entitled to some compensation; the region Real Estate Services Office will negotiate the compensation to be paid.

**Note:** Where the utility's existing property right is an easement, WSDOT still conveys a new easement rather than acquiring the right of way subject to the existing easement. This procedure is recommended so that the easement can include language applicable to the new conditions.

#### (c) Quitclaim Deeds

Quitclaim deeds are prepared by the region Real Estate Services Office. This process must be completed for Real Estate Services to obtain clear title to the right of way. The quitclaim deed may indicate a monetary value for which the utility is to be compensated for relinquishing its rights.

#### (d) Replacement Easements

When WSDOT is acquiring an easement for transfer to a utility or granting an easement within WSDOT right of way, the easements are shown on WSDOT's official right of way plan. The replacement easement deed granted to the utility is described in accordance with the terms of an agreement.

Replacement easements remaining within WSDOT's right of way are subject to specific conditions, which will be negotiated with Real Estate Services.

### 200.03 Preliminary Engineering Agreements

A Preliminary Engineering (PE) Agreement is required when a utility requests reimbursement for design work, preparation of a cost estimate, and/or preparation of a relocation/construction plan. This applies only if WSDOT is financially responsible for all or a portion of the utility's facility relocation costs. Prior to entering into such an agreement, the utility must be proven to have a documented property right showing that it is eligible for reimbursement (see 200.02, Utility Property Rights). A PE Agreement is also required if WSDOT includes the relocation or construction of the utility's facility in a WSDOT project's contract, regardless of whether or not WSDOT is responsible for the utility's costs.

Federal Highway Administration (FHWA) policies and procedures, with respect to the preliminary engineering for phases of federal-aid highway projects, are explained in plain language in the *Program Guide: Utility Relocation and Accommodation on Federal-Aid Highway Projects* ([www.fhwa.dot.gov/reports/utilguid/index.htm](http://www.fhwa.dot.gov/reports/utilguid/index.htm)). The Program Guide includes the sections pertaining to utilities contained in the Code of Federal Regulations (CFR Title 23) that is interpreted in the Program Guide's plain language section. Observance of the federal regulations is required on projects involving any amount of federal funding. WSDOT has adopted this Program Guide and the attendant federal regulations for application to all fully WSDOT-funded highway projects as well.

### **(1) Preliminary Engineering Cost**

The region Utilities Engineer and the utility may jointly determine the estimated cost of preliminary engineering. Preliminary engineering shall include a breakdown of labor hours, rates, materials, equipment, and any overhead costs with their percentages. Preliminary engineering can be performed by the utility, by a consultant hired by the utility, or by WSDOT.

If the utility has a consultant perform the preliminary engineering on its behalf, the utility and its consultant must agree in a written contract on the services to be provided and the fees for these services. Instead of a project-specific consultant agreement, the utility may use its existing continuing consultant contract for preliminary engineering services. However, the utility will need to demonstrate to WSDOT that such work is performed regularly by that consultant and that the costs are reasonable. The split in percentage of the work to be performed by the consultant and the utility is included in the heading of the PE Agreement.

The contract between the utility and its consultant, whether continuing or project-specific, may be subject to review by WSDOT. The utility is required to provide a copy of the consultant contract when requested to do so by the department. Contracts and associated preliminary engineering costs are subject to an audit by WSDOT or the FHWA, as appropriate. The utility and its consultant will be responsible for producing all the required records for any such audit.

The region executes all standard form and nonstandard PE Agreements, whether or not the HQ Utilities Unit reviewed the agreement in advance of execution.

### **(2) Preliminary Engineering Agreement Preparation**

A cost estimate for the work to be performed is provided to you by either the utility, if it is doing its own design work, or by the Project Design Engineer, if WSDOT is doing design work for the utility. The estimate from the utility should have as much detailed cost information as possible. You should review the estimate to ensure the costs presented by the utility are reasonable. Overhead percentages are especially important because the overhead rates are often audited, and we want to make sure we are being charged appropriately. If you have questions about whether or not an overhead rate is reasonable, the Agreements Unit of the HQ Utilities, Railroad, and Agreements Section can assist with that determination.

The first step after receiving a cost estimate for the agreement, whether from the utility or WSDOT's Project Design Engineer, is to request a UT (Utility) number from the HQ Division of Accounting and Financial Services (AFS), which will ask for:

- State Route Number.
- Project title.
- Dollar amount of the agreement.
- Contractor (use the name of the utility the agreement is with).
- Contact person (list yourself).
- Reason for the agreement (for example, relocation of a utility waterline on an easement or inclusion of utility waterline construction in a WSDOT project).

The request can be made by either e-mail or phone. Following its issuance, enter the UT number in the header of the agreement, on each page of the agreement, and on each of the exhibits prior to sending the agreement to Headquarters for review or to the utility for signature.

**(a) Preliminary Engineering Agreement Forms**

There are two types of utility PE Agreement forms: Work by State and Work by Utility. The variations of these forms depend on who is paying for the relocations or new installations and whether the agreement is actual cost or lump sum. Actual Cost Agreements are preferred; therefore, if a Lump Sum Agreement is to be used, it must be adequately justified.

The standard form Utility Preliminary Engineering Agreement variations are:

- Work by State – Utility Cost (DOT Form 224-301 EF)
- Work by State – Shared Cost\*
- Work by Utility – State Cost (DOT Form 224-072 EF)
- Work by Utility – Shared Cost\*
- Work by Utility Lump Sum – State Cost\*

**1. Utility Preliminary Engineering Agreement – Work by Utility**

Standard form agreements are used when preliminary engineering is performed by the utility's own forces or by a consultant retained by the utility, and some or all of the cost is WSDOT's responsibility. The standard form agreement is used whenever possible; however, unique circumstances may require the use of a nonstandard agreement. If a standard form agreement is altered in any way after the statement "IT IS MUTUALLY AGREED AS FOLLOWS," it is a nonstandard agreement and requires "approval as to form" by the Attorney General's Office (AGO). AGO approval as to form is also required if the exhibit changes the terms of the standard form agreement.

**2. Utility Preliminary Engineering Agreement – Work by State**

Standard form agreements are used when a utility requests that WSDOT include utility relocations or construction of its facilities in the WSDOT project contract. In these cases, at least a minimal amount of preliminary engineering work will have to be performed by WSDOT. The financial responsibility may be the utility's or WSDOT's, depending on the utility's property rights. Even if WSDOT is not doing the actual design of the utility's facilities, WSDOT should recover the costs it incurs to incorporate the utility's plans into WSDOT's project contract unless the costs are WSDOT's responsibility.

If the utility is responsible for any preliminary engineering cost for work to be performed by WSDOT, a utility agreement is required. If WSDOT is responsible for all costs, an agreement may or may not be required, depending on the individual circumstances.

**(b) Preliminary Engineering Agreement Elements**

The appropriate standard form agreement or nonstandard agreement will be used for the main body of the agreement. The legally binding sections of the agreement begin after the statement “IT IS MUTUALLY AGREED AS FOLLOWS.” The “WHEREAS” sections explain the conditions and any relevant information pertaining to why the agreement is being entered into. These sections can be modified without being considered a change to the standard form agreement or requiring a nonstandard agreement, only as long as the changes do not modify the terms of the agreement.

**(c) Exhibit A: Special Provisions**

Exhibit A is used to further define those items of work that may be generally addressed in the body of the agreement or to clarify the specific work to be done. An Exhibit A should be limited to the actual work to be done and not used to modify or create agreement terms that address, for example, payment, right of entry, or indemnification. An Exhibit A is required if a standard form agreement is used. If a nonstandard agreement is used, work specifications may be included in the body of the agreement as long as it is appropriate to do so. Caution should be used to ensure the language in Exhibit A does not contradict the language in the standard form or nonstandard agreements; otherwise, the agreement could be found null and void and be indefensible in court. It is particularly important to avoid inconsistent terms between the Exhibit A and the standard form agreements, as they are usually not reviewed by the Attorney General’s Office.

Exhibit A includes a statement of the reason the agreement is being entered into (usually needed if a standard form agreement is used). Do not repeat an agreement term in Exhibit A if it is the same. Remember to number each paragraph section.

Sections that Exhibit A should or may contain are as follows:

**1. Scope of Work**

This section defines the work to be accomplished under the agreement, with a statement of the cost responsibilities of that work.

**2. Division of Work**

This section describes the proposed work separately under the headings “Work to Be Performed by the State” and “Work to Be Performed by the Utility.” Under each heading, the description of work should have sufficient detail to allow an accurate comparison between the work described in this section and the plan sheet exhibit. If no work is performed under one of the above headings, the heading is followed by the word “None.” A comparison between this Exhibit A, the cost estimate exhibit, and the plan sheet exhibit must show continuity among all three.

**3. Betterment**

This section states whether or not there is a “betterment” of the utility’s facility that is not due to a statute, industry standards, or other justification acceptable to WSDOT. A betterment is any upgrade in a utility facility that is in excess of the “replacement in kind” (see Appendix A, Glossary) that the

utility is entitled to as a result of its documented property right. When there is a betterment, the utility is responsible for all costs, including preliminary engineering costs, in excess of those it is entitled to for “replacement in kind.” **Note:** It is not a betterment if the increased capacity is due solely to a statute, industry standard, or other acceptable requirement that the utility has to meet.

#### 4. **Financial Responsibility**

This section states which party is responsible for the costs of the work and, if there is a shared cost, explains how the “proportional share” of cost responsibility for each party was determined. Percentages are often used for this purpose, and the percentages are derived from the estimated costs and applied to the actual costs. The percentages are most often determined by dividing the work between those portions of the facility to be relocated that are currently located with documented property rights (such as an easement, fee title, or court finding of prescriptive right) and those portions of the facility that have no documented property rights. **Note:** Care needs to be taken with this method. If you divide based on just the lineal feet of the facility *on easements* versus the number of feet *not on easements*, the proportion may not reflect a real shared cost. The reason is that more expensive facilities may exist on one site and not on the other; for example, where a power facility has all the poles and aerial lines, except for one large vault not on an easement. If the shared cost does not recognize the higher cost of the vault in calculating the percentages, the shared cost will be skewed to the benefit of the utility facility on the easement.

##### (d) **Exhibit B: Cost Estimate**

Exhibit B must include the position title of the person doing the work (specific employee names are not to be used, as personnel may change during the life of the agreement), the rate per hour, the number of estimated hours, and the total for each position. It may also include such items as consumables (such as paper or printing), equipment, and transportation. When possible, the costs supplied by the utility should be used; however, the region Utilities Agreements Engineer may choose to transfer the information over to a WSDOT format for clarification. If this is done, a copy of the utility’s estimate must accompany the agreement when you send the agreement to Headquarters. If the work is performed by WSDOT at the utility’s expense, sales tax is not applied to engineering costs. Advance payments for work to be performed by the utility are not legally authorized (see Article 8, Section 5, Washington State Constitution, Gift of State Funds).

##### (e) **Exhibit C: Plan Sheets**

Exhibit C must consist of at least a vicinity map and the current location of any facility being relocated. The plans may show the proposed route for relocation, if known, with the understanding that this route may change during the course of the design of the relocation. If a new facility is being constructed where there was no existing facility, include a right of way plan showing the proposed area where the facility will be placed.

**(f) Agreement Binding**

The agreements are to be bound in light blue jackets with 40-pound bond paper backing. The jackets for the originals of the agreements are to be labeled “State Original” and “Utility Original.” If a nonstandard agreement is with a city, the word CITY may be substituted for UTILITY in all appropriate sections of the agreement, including the label on the jacket of the agreement.

**(g) Preparation of a Nonstandard Preliminary Engineering Agreement**

The usual reason nonstandard agreements are required is because a utility’s legal department has objected to the standard “Legal Relations” clause in the standard form agreement. When this is the case, the utility’s legal representative will need to provide alternate language to be included in the agreement. If the language supplied by the utility is unacceptable to WSDOT, some negotiations involving both legal representatives may be necessary. Since it is a change to the agreement’s legal language, this kind of change cannot be addressed in Exhibit A, Special Provisions, without creating a conflict in the agreement’s language. Such a change would nullify the terms of the agreement, rendering it invalid and indefensible; therefore, a nonstandard agreement must be written.

1. There is no format prescribed for nonstandard PE Agreements. The method typically used is to copy the standard form agreement language for the type of agreement being written into a separate Microsoft Word document and then make modifications to the agreement form as necessary. The nonstandard agreement should contain all of the information and exhibits from the standard form agreement that are relevant to the nonstandard agreement. Note: It is required that any nonstandard agreement be reviewed by Headquarters and approved as to form by the Attorney General’s Office before the agreement is sent to the utility for signature.
2. If the Exhibit A is not used in a nonstandard agreement because everything was covered in the main body of the agreement, Exhibit B, Cost Estimate, may become Exhibit A, and the plan sheets that are normally Exhibit C become Exhibit B. Note: This is applicable only to an original agreement and may not be applied to an amended agreement where an Exhibit A, titled Special Provisions, was included in the original agreement.
3. If it is a nonstandard Agreement Amendment, the references must remain consistent with the original exhibit designations of Exhibits A, B, and C, with the number of the amendment added; for example, an Amendment 1 would have Exhibit A-1, Exhibit B-1, or Exhibit C-1 if the exhibits are modified. If the original nonstandard agreement referenced Exhibit A as the Cost Estimate, Exhibit A-1 must also be Cost Estimate. However, if final actual costs are known and are shown in the exhibit, the title should change to Exhibit (A or B) of Costs instead of Cost Estimate, since it is no longer an estimate. This applies whether the cost exhibit is Exhibit A or B.

**(3) Preliminary Engineering Agreement Amendments**

Typically, PE Agreements are amended whenever WSDOT or the utility will exceed the allowable cost estimates of the original and any previous amendments to the PE Agreement. Such amendments to the agreement should be finalized prior to the

utility or WSDOT exceeding the cost estimate of the original agreement or prior amendments. It is not always possible to amend the agreement in time to avoid a project delay. If this is the case, the region Project Design Engineer, or the appointed authority for that project, needs to write a letter to the utility giving it permission to proceed with its design. The letter must inform the utility that WSDOT will not be able to reimburse the utility for its work until the Agreement Amendment is executed.

Agreement Amendments are written in the form of a nonstandard agreement and are processed the same as the original PE Agreement. The process includes requiring Headquarters and Attorney General's Office (AGO) approval. 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 C1.

Note: Previously, Agreement Amendments were called Agreement Supplements. The AGO determined that we should be amending agreements and not supplementing them. Therefore, if you see older agreements that either refer to or are named supplements, they were completed prior to this change in terminology.

#### **(4) Agreement Processing for Region Approval**

##### **(a) Agreement Processing for Work by Utility's Own Forces or Work by State**

1. The region prepares the standard form PE Agreement. The region then sends two originals (one labeled "State" and one labeled "Utility" or "City") of the agreement to the utility requesting signature by its designated authority. The designated authority is the person who has the right to sign the agreement on behalf of the utility. It is best to confirm who has such authority before sending the agreement to the utility for signature. The request needs to inform the utility to return BOTH (if you don't emphasize "both," you may get back only one) of the originals for final execution by WSDOT and that, upon final execution, the duplicate original marked "Utility Original" (or "City Original") will be returned to the utility.
2. Following signature by the utility and return to the region of the duplicate originals, the Regional Administrator or a delegated representative signs the duplicate originals of the agreement. This authority varies from region to region.
3. Upon approval of a Work Order Authorization, the region notifies the utility that preliminary engineering work covered under the agreement may proceed as of the effective date of the agreement.
4. The region transmits the original of the fully executed PE Engineering Agreement to the HQ Division of Accounting and Financial Services (AFS), with a completed copy of the current Agreement Edit Information form (see Appendix B). **Note:** The Agreement Edit Information form is required to set up the agreement in the accounting system and must accompany every agreement sent to the AFS. The effective date on the front or last page of the agreement and the Start Date in the Agreement Edit Information form must match. The Start Date is the date from which the utility can be reimbursed. If advanced authorization was given to the utility to perform the work prior to the execution date, the date it was authorized to start work—not the execution date—must show on the last page of the agreement.

## **(5) Agreement Processing**

### **(a) Standard Form Agreement: Headquarters Review**

1. The only time it is required that a standard form agreement be reviewed by Headquarters is when the facility is to be located longitudinally within Interstate right of way or there is to be open cutting of the roadway or shoulder by the utility. In these cases, the region prepares the standard form PE Agreement and electronically transmits the complete agreement to Headquarters in its preferred format. The region retains standard form agreement originals pending the HQ Utilities Unit's review and approval.
2. The HQ Utilities Unit prefers that all agreements to be reviewed be electronically submitted using level-playing-field software such as, but not limited to, MS Word, MS Excel, and, for scanned Exhibit C plans, Adobe PDF files. These documents are attached to an e-mail, with a filled-out electronic copy of the Agreement Transmittal Checklist (see Appendix B). The e-mail must include the request for review and the reason for the agreement.

### **(b) Nonstandard Agreements**

1. The region prepares the nonstandard PE Agreement and electronically (by email attachment) submits the documents to the HQ Utilities Unit for review using level-playing-field software such as, but not limited to, MS Word, MS Excel, and, for scanned Exhibit C plans, Adobe PDF files. A completed copy of the Agreement Transmittal Checklist (see Appendix B) is to be submitted electronically to the HQ Utilities Unit at the same time.
2. The HQ Utilities Unit reviews the agreement and secures approval as to form from the Attorney General's Office for nonstandard agreements. The review includes, but is not limited to:
  - Inclusion of necessary documents: cost sheet, plan sheet, scope of work, Memorandums of Understanding (MOUs), Letters of Understanding (LOUs), and other documents mentioned in the body of the agreement.
  - Engineering issues: location of facility (vertical and horizontal), crossing locations, access breaks, material quantities, easements, and quantities.
  - Compliance with the *Utilities Accommodation Policy*.
  - Financial accuracy: materials, quantities, unit costs, hourly rates, benefits, travel costs, overhead rates, and calculations. Be sure the appropriate percentages are applied for engineering, contingencies, mobilization, and sales tax.
3. The HQ Design Office obtains FHWA review/approval for all nonstandard PE Agreements for projects on the Interstate System.

## **(6) Headquarters Approval**

The HQ Utilities Unit reviews the agreement for completeness, accuracy, acceptability of accounting, and compliance with applicable laws and policies. Upon completion of the Headquarters review, the agreement is returned to the region for consideration of Headquarters' suggestions/comments and for the opportunity to make changes. After region consideration, the agreement is returned to Headquarters.

The HQ Utilities Unit then submits the nonstandard agreement to Attorney General's Office (AGO) for "approval as to form" (see Appendix A, Glossary). The language of the standard form agreement is preapproved as to form and no AGO review is required. However, you must make sure that the language in the exhibits does not contradict the language in either the standard form or nonstandard agreements, as this could render the agreement null and void and make it indefensible in court. If you have questions about whether or not language you are using in an exhibit is going to conflict, it is best to consult the HQ Utilities Unit for assistance and a determination.

The HQ Utilities Unit will either notify the region that the originals of the standard form agreement may be sent to the utility for signature or will return the originals of the nonstandard agreement with the AGO approval signature to the region for the utility's signature. The blue comment sheet generated by the HQ Agreements Unit during its review will either accompany the return of the originals or Headquarters will forward the blue comment sheet if the originals are retained by the region. If you do not receive a blue comment sheet, contact the HQ Agreements Unit and request that it be sent to you.

Do not have the utility sign the agreement until the HQ Utilities Unit's review and approval are completed.

## **(7) Post-Headquarters Processing**

### **(a) Region Processing Following Headquarters Review**

The region sends the duplicate originals of the agreement to the utility requesting signature by its designated authority. The request also needs to inform the utility that it must return BOTH of the originals for final execution by WSDOT and that, upon final execution, the duplicate original marked "Utility Original" (or "City Original") will be returned to the utility.

Following signature by the utility and return to the region, the Regional Administrator or delegated representative signs the duplicate originals of the agreement. This constitutes "final execution" of the agreement, and it is now a legally binding document. The region then sends the Utility/City original to the Utility/City and the WSDOT original, the blue comment sheet, and the Agreement Edit Information form (see Appendix B) to the HQ Division of Accounting and Financial Services. A copy of the transmittal memo is sent to the HQ Utilities Unit for Headquarters-reviewed agreements only.

## **(8) Region Disbursement**

Copies of the agreements are sent to the appropriate region recipients according to the requirements or needs as determined by each region. For Preliminary Engineering (PE) Agreements, the minimum dispersal would be to the Project Design Engineer and region Program Management. Other recipients could include the plan review staff, Project Construction Engineer, region Real Estate Services Office, and region Financial Services Office. The region Utilities Office shall maintain copies of all PE Agreements in its files.

**(a) Programming of Funds**

The region must have an approved Work Order Authorization and, when federal funds are involved, an approved Request for Federal-Aid Project Approval and Authorization. These forms are usually filled out and submitted by region Program Management when setting up the agreement in the accounting system.

**(b) Authorization to Proceed**

The date on the front or last page of the fully executed PE Agreement is the effective date of that agreement and must reflect the start of the work covered by the agreement. The effective date of the agreement and the start of work date on the Agreement Edit Information form (see Appendix B) must match. The Start Date is the date from which the utility can be reimbursed. If advanced authorization was given to the utility to perform the work prior to the execution date, the date it was authorized to start work—not the execution date—must show on the first page of the agreement. Note: It is acceptable to send a scanned or faxed copy to the utility so the work can proceed without waiting for the mailed copy.

**200.04 Construction Agreements**

A Construction Agreement is required to be completed when:

- A WSDOT project impacts existing utility facilities located pursuant to a documented property right (see 200.02, Utility Property Rights); or
- A utility requests that its facility relocation and/or new installation work be included in the construction contract for a WSDOT project.

**(1) Construction Agreement Forms**

There are two types of Construction Agreement forms: Work by State and Work by Utility. The variations of these forms depend on who is paying for the relocations or new installation work (see 200.02, Utility Property Rights) and whether the agreement is actual cost or lump sum. Actual Cost Agreements are preferred; therefore, if a Lump Sum Agreement is to be used, it must be adequately justified. The standard form Utility Construction Agreement variations are:

- Work by State – Utility Cost (DOT Form 224-062 EF)
- Work by State – Shared Cost (DOT Form 224-071 EF)
- Work by Utility – State Cost\*
- Work by Utility – Shared Cost\*
- Work by Utility Lump Sum – State Cost\*

These standard forms may not be altered in any way after the statement “IT IS MUTUALLY AGREED AS FOLLOWS”; otherwise, a nonstandard agreement must be used. Which standard agreement form to use will be determined by which party is responsible for what costs, whether a utility occupies state right of way by franchise/permit, or whether the utility is located on a documented property right (see 200.02, Utility Property Rights). Actual Cost Agreements are preferred. The utility must provide justification if it desires to use a Lump Sum Agreement, excepting the Letter of Understanding described below.

## **(2) Letter of Understanding (LOU)**

The LOU is used by WSDOT to establish the scope, schedule, and responsibility of costs for adjusting utility facilities (such as manholes, valve boxes, or vaults) to finished grade as required by a department paving project. The utility has the option of adjusting its own facilities or letting WSDOT adjust the utility facilities under the WSDOT project. The department generally prefers to adjust these utility facilities as part of the paving project; as a result, the LOU is written to encourage the utility to allow WSDOT the right to adjust its facilities.

The use and application of the LOU for utility adjustments is at the region's discretion. The document(s) are numbered and tracked according to each region's requirements.

## **(3) Nonstandard Agreement**

When unusual or unique conditions exist, or when a standard form agreement is not applicable, a nonstandard agreement may be used. However, it should be used with the understanding that this type of agreement will need to be reviewed by the HQ Utilities Unit and approved as to form by the Attorney General's Office, thereby increasing the time required to complete the agreement.

## **(4) Agreement Exhibits**

The Construction Agreement contains Exhibit A, Exhibit B, and Exhibit C, which are described in detail as follows:

### **(a) Exhibit A: Special Provisions**

Exhibit A includes a description of work and a division of work. Please make sure the provisions of Exhibit A do not contradict the provisions of the standard form agreement or nonstandard agreement. Such contradictions cause ambiguity in the agreement, which will make it not enforceable. There is no need to repeat an agreement term in Exhibit A if it is the same. Further, number each paragraph section. The following are brief summaries of some of the items that can be included in this exhibit:

#### **1. Scope of Work**

This section defines the work to be accomplished under the agreement, with a statement of the cost responsibilities of the work to be done.

#### **2. Division of Work**

This section describes the proposed work separately under the headings "Work to Be Performed by the State" and "Work to Be Performed by the Utility." Under each heading, the description of work should have sufficient detail to allow an accurate comparison between the work described in this section and the Exhibit C Plans. If no work is performed under one of the above headings, the heading is followed by the word "None." A comparison between Exhibit A, Exhibit B (Cost Estimate), and Exhibit C (Plans) must show continuity, not inconsistencies, among all three.

### 3. Work by Contract

When the utility has a valid and continuing contract with a contractor(s) to perform utility facility relocation or new work, and if WSDOT has reviewed and approved the contract, the following statement is included in this exhibit:

*The work shall be performed by (name and address of contractor)  
under a continuing contract authorized by the state.*

If the utility enters into a specific contract or agreement with a contractor to perform all or part of the work required under the agreement, a reference is not required in Exhibit A. However, written approval of the bid and the contractor by WSDOT may be required. Submit the contractor's contract or agreement along with the bid documents to the HQ Utilities Unit for approval if required.

### 4. Salvage

If salvage is anticipated, and the utility is expected to see a cost benefit from the salvage materials, that cost benefit is to be credited to the state. A brief description of the salvage is shown in Exhibit A and an estimate of salvage credit is included in Exhibit B, Cost Estimate. In a nonstandard agreement, the salvage issue may be addressed in the body of the agreement.

### 5. Disconnect and Removal

If utility facilities will be removed by WSDOT's contractor and if WSDOT is liable for the costs, the following statement is included as part of Exhibit A:

*The utility agrees to disconnect the facilities shown on Exhibit C  
that will be removed by the state's contractor at state expense within  
( ) days of the request by the state.*

When a nonstandard agreement is used, the "disconnect and removal" statement may be included in the body of the agreement.

### 6. Betterments

A "betterment" is any upgrade in a utility facility in excess of the "replacement in kind" (see Appendix A, Glossary) that the utility is entitled to as a result of its documented property right. When there is a betterment, the utility is responsible for all costs in excess of those it is entitled to for "replacement in kind." It is not a betterment if the increased capacity is due solely to a statute, industry standard, or other acceptable requirement that the utility has to meet. This section states whether or not there is a betterment of the utility's facility that is not due to a statute, industry standard, or other justification acceptable to WSDOT.

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

Betterment credits are the financial obligation of the utility. No betterment credit is required when an existing facility's size or capacity is increased if the increase is required by governmental policy or regulations, local

ordinance, or current design practices regularly followed by the utility in its own work or when there is a direct benefit to the WSDOT project. The region must retain copies of these regulations, ordinances, policies, and so on, as supporting project documentation. Documentation should show whether the betterment is for WSDOT's benefit or for the benefit of the utility.

**7. Accrued Depreciation Credit**

This credit is required when there is a replacement of a major facility such as a building, pumping station, filtration plant, power plant, substation, or any other similar operational unit. The credit, if applicable, is included by an explanation in Exhibit A. A credit is not required for a segment of a utility's mains, pipelines, service, distribution, transmission lines, or similar facility, regardless of length. The accrued depreciation credit is based on a ratio between the period of actual facility service and the total useful life expectancy applied to the original cost. The value of the accrued depreciation credit and the calculations used to compute this credit shall be included in Exhibit B, Cost Estimate.

**8. Easements**

When WSDOT grants a replacement easement to the utility for its relocated facilities, Exhibit A shall include a legal description of the easement, as well as the terms and conditions of the easement.

**9. Permit or Franchise**

If a permit, franchise, or amendment to a franchise or permit will be issued to the utility for relocation or new work done under the agreement, include a statement that the utility shall apply for, and WSDOT will grant, the necessary permits, franchises, and franchise amendments (Chapter 47.44 RCW).

**(b) Exhibit B: Cost Estimate**

Exhibit B details the cost of utility relocation work or new installation work to be performed under the agreement. If the costs are known, this exhibit shall be titled "Cost Estimate." For Work by Utility Agreements, the cost estimate must show removal costs separate from installation costs. Removal and installation costs should be further broken down by labor, materials, and equipment. The cost estimate supplied by the utility for a Work by Utility Agreement is used in the format provided by the utility. As a guide, WSDOT may provide an example cost estimate for the utility to use in constructing its estimate. However, the utility is not required to follow the department's format. If WSDOT reformats the cost estimate prepared by the utility, include the original utility cost estimate as part of Exhibit B. Standard Bid Items, with their corresponding Standard Bid Item Numbers, are contained in the cost estimate when the agreement is for Work by State. Specific portions of some of the items in the cost estimate are as follows:

**1. Labor, Materials, and Equipment**

Provide labor costs for the number of hours estimated for each job title such as foreman, lineman, operator, and so on. The hourly rate for each title may include labor overhead, or the percentages for these may be added to

the total direct labor costs. In either case, provide a breakdown list of these percentages in the estimate. List the material and supply costs in sufficient detail so it can be determined by review whether or not estimated costs are reasonable. The material items shall be identified by a common name (such as 50-foot wooden pole, 8-foot cross-arm, or 6-inch gate valve) and not just a letter or number code designation.

The utility may use code designations in the estimate if the utility provides WSDOT with a list of the corresponding common names for the material codes used. Overhead or handling costs for materials may be included in the estimate if the utility routinely charges these costs as a part of doing business and this can be supported by the utility's records. Under equipment costs, include the name or description of each piece of equipment, the unit rate of charge (such as miles or hours), and the estimated number of units.

2. **Betterment Credit**

Additional costs resulting from the upgrade in size, material, or capacity of utility facilities, other than what is currently required by governmental policy or regulations, local ordinance, or design practices followed by the utility, shall be the responsibility of the utility. These additional costs shall be reflected in the cost estimate as a credit to WSDOT.

3. **Salvage Credit**

When utility items removed from service are sold or reused by the utility, the value of these items shall be shown as a salvage credit in Exhibit B, which should list the description, quantity, and value of the items. The total salvage value shall be subtracted from the costs shown in Exhibit B, resulting in a decrease in the bottom line of the cost estimate.

4. **Accrued Depreciation Credit**

A credit to WSDOT is required for the accrued depreciation of a utility facility being replaced, such as a building, pumping station, filtration plant, power plant, substation, or any other similar operational unit. Find a detailed discussion on accrued depreciation in FHWA's *Program Guide: Utility Relocation and Accommodation on Federal-Aid Highway Projects*, Publication No. FHWA-IF-03-014: [www.fhwa.dot.gov/reports/utilguid/index.htm](http://www.fhwa.dot.gov/reports/utilguid/index.htm)

A separate estimate detailing the computation of the credit is required as part of Exhibit B. If original cost figures for the facility being replaced are not available, contact the HQ Utilities Unit for the procedures used to establish the amount of accrued depreciation credit.

5. **Mobilization**

In Work by State Agreements, the utility is financially responsible for a portion of the total WSDOT mobilization costs if the utility does not have a documented property right. Mobilization is shown in Exhibit B as a cost to the utility based upon a proration of the cost of the work attributed to the utility to the total cost of the project. This proration is based on the actual bid prices received for the awarded WSDOT contract.

The cost estimate for Work by Utility Agreements may or may not include mobilization costs. When the utility uses its own labor and equipment, the mobilization costs may be included in the hourly rate submitted for labor and equipment. Include a note in Exhibit B, after the Agreement Cost Summary, explaining the mobilization costs used in the agreement.

#### 6. Sales Tax Applicability

Use the following guide to determine whether state sales tax is appropriate as an added item in the cost estimate. Use the Control Section Tax Tables (contact region Program Management for the current tables or rates) to determine the applicable sales tax rate. This is especially useful in determining whether sales tax is appropriate for work to be done inside the corporate limits of a city.

Conditions	Highway Owned by the State	Highway Not Owned by the State
The readjustment of utilities by utility forces at state expense (no sale made).	No	No
The readjustment of utilities by a contractor procured by the utility at state expense.	Yes	No
The readjustment of utilities by WSDOT's contractor at WSDOT's expense.	Yes	No
The readjustment of utilities by WSDOT's contractor at the utility's expense.	Yes	Yes

#### Sales Tax Applicability

Figure 200-1

To further clarify when sales tax should be added to the estimate, see Sections 107.2(1) and 1-07.2(2) of the *Standard Specifications for Road, Bridge, and Municipal Construction*.

#### 7. Engineering Costs

Engineering costs for Work by State Agreements are computed as a proration of the total cost of the agreement to the total cost of the project. The engineering percentage rate to be used for estimating and progress payment purposes shall be taken from the *Plans Preparation Manual*. Include a note in Exhibit B, after the Agreement Cost Summary, explaining the engineering costs used in the agreement.

## 8. Administrative Overhead

### a. Indirect Cost Rate

When WSDOT performs work for a utility, WSDOT shall apply its current Indirect Cost Rate to the total project costs. The current Indirect Cost Rate is calculated by the HQ Division of Accounting and Financial Services (AFS). New rates must be approved by FHWA prior to WSDOT being able to charge them. The rates are then effective during the current federal fiscal year, which is October 1 through September 31 of the following year.

### b. Reciprocating Overhead Agreement

If the utility is owned and operated by a municipality, and a Reciprocating Overhead Agreement\* exists between the municipality and WSDOT, then the Indirect Cost Rate is not applied. Include a note in Exhibit B, at the end of the Agreement Cost Summary, explaining that the Indirect Cost Rate was not applied to the agreement costs due to the existence of a Reciprocating Overhead Agreement. Show the agreement number and the effective date.

Regions request approval for new Reciprocating Overhead Agreements from the HQ AFS. New agreements will not be approved by the AFS unless WSDOT will actually receive a benefit by doing so. New agreements will also not be approved solely for the benefit of the city, town, or county. The region Accounting Office maintains a current list of Reciprocating Overhead Agreements.

## 9. Cost Sharing

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

- The percentage was established by comparing cost estimates of work for which each party is responsible.
- The percentage was established by comparing the length of the facility for which each party is responsible. This is acceptable only if the construction features are reasonably similar for each party's portion of the facility.

The first method is preferred because it eliminates the impact that variables can have on the cost of the work. Exhibit B should note that this percentage split is fixed and shall be applied to the actual cost of the work.

## 10. Agreement Summary Sheet

A page titled "Agreement Summary Sheet" may be included as the last page of Exhibit B of a Construction Agreement or an Agreement Amendment. The Agreement Summary Sheet will contain all costs attributed to a single agreement number, such as the original Construction Agreement and all subsequent Agreement Amendments. Following is an example of information on an Agreement Summary Sheet:

UT 97301 Construction Agreement	\$25,000
UT 97301 Amendment No. 1 Construction Agreement	\$15,000
UT 97301 Amendment No. 2 Construction Agreement	\$10,000
Total to Date	\$50,000

**(c) Exhibit C: Plans**

Maps and plan sheets included as part of a Construction Agreement are labeled as Exhibit C. The plans are a necessary and valuable part of the agreement and should be prepared with the same care and attention to detail as WSDOT's highway project plans. Plan exhibits must show the highway centerline and stationing, existing right of way line, new right of way line, and limited access line. If the utility work is involved in a current proposed highway project, the highway project plans may be used in place of the current right of way plan or combined right of way/limited access plans.

- Show existing facilities that are (1) to remain in place and in use, or (2) to remain in place but be deactivated (or abandoned, under limited circumstances), but still owned by the utility.
- Show existing facilities that are to be removed or relocated as a heavy solid green line.
- Show relocated facilities or new facilities as a heavy solid red line.

**(d) Construction Agreement Processing**

If a Construction Agreement is warranted, the following procedures apply to the preparation and execution of the agreement:

1. Request a UT (Utility) agreement number from the HQ Division of Accounting and Financial Services.
2. Prepare the agreement using one of the standard form agreements, or prepare a nonstandard agreement if necessary, and attach the appropriate exhibits. The agreement originals require jackets made of 40-pound light blue bond paper. The jackets of the original agreements are labeled as "State Original" and "Utility or City Original."
3. All Construction Agreements are executed by the Regional Administrator or a delegated representative.
4. When utility work is included in a proposed highway project, the Construction Agreement will be compared to the preadvertisement Plans, Specifications, and Estimates (PS&E) by the region Utilities Office. Inconsistencies may require an agreement amendment.
5. All Construction Agreements involving longitudinal work within the right of way of the Interstate System require review by the HQ Utilities Unit and FHWA for compliance with state and federal laws and policies and accounting provisions.
6. A Headquarters review may include input from the following offices:
  - The Agreements Unit of the HQ Utilities, Railroad, and Agreements Section will do an acceptability review. Any alterations to the agreement following the Agreements Unit's acceptability review require a subsequent review by the HQ Utilities Unit.

- Headquarters offices that have specific expertise in areas of work included in the agreement will review the agreement and PS&E when the work is associated with a proposed highway project.
- HQ Real Estate Services will review the agreement when there are changes in property ownership, including easement and/or quitclaim deeds or right of way revisions.
- The Attorney General's Office will be asked for an "approval as to form" for all nonstandard agreements.

**(e) Agreement Approval and Execution Procedure**

**1. Standard Form Agreement: No Interstate Issues**

Send two originals to the utility for signature: one for a "State Original" and another for a "Utility or City Original." After both signed documents are received from the utility, obtain the signature of the Regional Administrator or delegated representative on both originals. Retain one copy for the region Utilities Office. Send the executed State Original and a copy of the Agreement Edit Information form (see Appendix B) to the HQ Division of Accounting and Financial Services. Return the Utility or City Original to the utility. Send a copy of the agreement to region Program Management, the region Financial Services Office, and the Project Engineer's Office.

**2. Standard Form Agreement: Longitudinal Interstate Issues**

E-mail a copy of the agreement, with a copy of the Agreement Transmittal Checklist (see Appendix B), to the HQ Utilities Unit for Headquarters and FHWA review and concurrence. After resolving any concerns by the HQ Utilities Unit and FHWA, follow the procedure for agreement approval and execution as outlined under Standard Form Agreement: No Interstate Issues (above).

**3. Nonstandard Agreements**

E-mail a copy of the agreement, with a copy of the Agreement Transmittal Checklist (see Appendix B), to the HQ Utilities Unit for Headquarters review and concurrence. FHWA may need to review for an Interstate Agreement. After successful review by all interested parties, and an approval as to form by the Attorney General's Office, the HQ Utilities Unit will send a signed original back to the region. For approval and execution of the agreement, follow the procedure as outlined under Standard Form Agreement: No Interstate Issues (above).

**4. Letter of Understanding (LOU)**

Send the LOU, signed by the region Utilities Engineer, to the utility by Certified Mail. The signed Certified Mail receipt will document that the utility received the LOU and was aware of all the terms and conditions stated in the LOU. When the utility decides to adjust its own facilities, it will either not return the LOU by the required date or it will return the LOU, indicating its rejection of the terms and conditions. For these situations, send a copy of the LOU to:

- The Project Design Engineer, with a letter stating that adjustment of the utility's facilities should not be included in the WSDOT contract and that any utility facilities may be paved over unless they are provided for adjustment.
- The Project Construction Engineer, with a letter stating that the utility will adjust its own facilities and that the utility should be invited to the Preconstruction Conference.

When the LOU is returned from the utility with a signature of acceptance, the document(s) are numbered and tracked according to each region's requirements.

#### 5. Authorization to Proceed

The date shown on the last page of the agreement is established as the date of authorization to proceed. This date is set after all Headquarters requirements are met and after the agreement is executed and an approved Work Order Authorization (WOA) is completed. Without an approved WOA, costs incurred under this agreement may be ineligible for coverage.

### **(5) Utility Agreement Amendment**

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. Agreement Amendments are written in the form of a nonstandard agreement. The processing of an Agreement Amendment is the same as the process listed above for the original Construction Agreement, which includes requiring Headquarters and Attorney General's Office approval. 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.

If the original Construction Agreement was written as an Actual Cost Agreement, any subsequent amendments for the construction work must also be written as Actual Cost Agreement Amendments. Lump Sum amendments are not permitted. 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.

**\*This is a new agreement form that is in the process of being "approved as to form" by the Assistant Attorney General assigned to WSDOT. Contact the HQ Utilities Unit to see whether or not it has been assigned an official form number and become a standard form agreement.**

responsibilities at railroad grade crossings and to prioritize the state's crossings for safety upgrades. Questions regarding WSDOT's railroad grade crossing inspection program should be directed to the HQ Railroad Liaison.

WSDOT projects that alter grade crossings (such as roadway widening, realignment, or changes to traffic control devices) require an agreement with the railroad. For coordination of projects that do NOT alter grade crossings (such as paving or maintenance-related work), the region should contact the railroad roadmaster and discuss the proposed work. (Contact information for most railroads in Washington is available at: [www.wsdot.wa.gov/Freight/Rail/railroadsContacts.htm](http://www.wsdot.wa.gov/Freight/Rail/railroadsContacts.htm).) If necessary, the region representative should meet the roadmaster on-site to discuss the work. The HQ Railroad Liaison should be kept informed of these discussions.

Additional information concerning railroad-highway grade crossings is contained in the *Design Manual*, Chapter 1350, Railroad Grade Crossings, and Chapter 8 of the *Manual on Uniform Traffic Control Devices* (MUTCD).

### **(3) Temporary Railroad Crossings**

Temporary railroad grade crossings are occasionally required as the result of highway construction projects or for some other access need. If a temporary crossing is needed as part of a construction project already covered by a railroad Construction and Maintenance Agreement, the HQ Railroad Liaison can, in most cases, include the crossing as part of the agreement. If, however, a temporary crossing cannot be attached to a railroad Construction and Maintenance Agreement, such rights are usually issued by the railroads as temporary crossing permits. In these cases, the Region Utilities Engineer has primary responsibility for applying for the temporary crossing permits. The HQ Railroad Liaison will assist as necessary.

### **(4) Crossings Along Abandoned or Out-of-Service Rail Lines**

Upon notification that a rail line crossing a state highway is to be abandoned, the HQ Railroad Liaison will work with the railroad to ensure it plans to remove warning devices and tracks from the crossing. The HQ Railroad Liaison should be advised whenever a region becomes aware of rail abandonment proceedings.

Whenever rail lines are taken out of service, the railroad is responsible for removing any gate arms and removing, turning from view, or placing hoods over active warning signals at grade crossings along such lines to clearly indicate they are not in operation. In addition, it may be appropriate for the railroad to replace the crossbucks at the crossing with an R8-8 (Tracks Out of Service) sign for the benefit of vehicles that are otherwise required to stop at railroad grade crossings.

Questions regarding this chapter should be directed to the HQ Railroad Liaison at (360) 705-7271.



**WSDOT Letterhead**

Date

*(Name of Utility)**(Address)**(City)*Attn: *(Utility Representative's Name)*

Re: SR\_\_\_\_\_ MP\_\_\_\_\_

*(Project Title)**(Type of Service)*

Service Agreement Number\_\_\_\_\_

Dear *(Name)*:

Attached for your records is a copy of the executed letter of Agreement, dated \_\_\_\_\_, for the above-described Service Agreement.

Our Project Engineer will contact you when the department is ready for the *(Type of Service)*. Please reference the above Service Agreement number on all future billings.

All billings should be directed to:

WSDOT

*(Address of Responsible Office)**(City, WA Zip)*

The Project Office will contact *(Name of Utility)* once the construction is COMPLETED. The responsible billing agency after construction will be WSDOT Area *(Maintenance Area Number and Name)*.

WSDOT Area (#) Maintenance

Attn: *(Name)*, Maintenance Superintendent*(Address)**(City, WA Zip)*

If you have any questions in regard to this Agreement, please contact *(Utility Engineer)* at *(Phone Number and E-Mail Address)*. Thank you for your cooperation in this matter.

Sincerely,

PRINT *(Region Utility Engineer's Name)*

Region Utilities Engineer

cc: Accounting  
 Requesting Office  
 Program Management  
 Design Office  
 Construction Office  
 Maintenance Office  
 Plans  
 File

**Letter of Concurrence****Example 4-3**



# **Government Agencies:**

## **Chapter 5                      State, Federal, Tribal, and Other Entities**

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- 500.01    General
- 500.02    State Agencies
- 500.03    Federal Agencies
- 500.04    Tribal Authorities
- 500.05    Railroad Companies

### **500.01    General**

This chapter describes the role state agencies, federal agencies, tribal authorities, and railroad companies have in the Washington State Department of Transportation (WSDOT) utility work process.

The WSDOT *Design Manual* chapter on environmental permits and approvals contains procedures for acquiring necessary permits and approvals for highway construction projects. These permits are generally regulatory in nature and may apply to utility installations. The *Design Manual* does not discuss property rights relating to right of occupancy by other agencies or utilities.

### **500.02    State Agencies**

#### **(1)    Washington State Department of Natural Resources (DNR)**

DNR manages 2.6 million acres of aquatic lands, including tidelands of Puget Sound, and navigable rivers, lakes, and other waters; and 3 million acres of uplands, including forests, farms, and commercial properties. WSDOT highways cross lands and waters controlled by DNR. When highways cross waters and lands owned by DNR, DNR generally retains the right to regulate and charge for utility use of the property. DNR typically handles land transfers by County Plat Map; WSDOT right of way maps should be reviewed for concurrence with the plats. The department sends all applicants to DNR when DNR ownership is affected. WSDOT regions and the Headquarters (HQ) Bridge Division retain the right and responsibility for the approval of bridge use.

WSDOT projects and utility projects must acquire a DNR Forest Practices Permit when cutting more than 5000 board feet (approximately one log truck load) of merchantable timber.

#### **(2)    Washington State Department of Health (DOH)**

DOH approves any project involving two or more domestic water connections.

#### **(3)    Washington State Department of Ecology (DOE)**

DOE approves any project involving discharge of wastewater and any impacts to water quality for nearby water bodies and wetlands. DOE also regulates and requires spill prevention plans for all projects. A spill prevention plan is required for all utility installations, whether on state rights of way or not.

### **500.03 Federal Agencies**

Contact and negotiation with federal agencies for any property rights, such as easements or rights of entry, are the responsibility of the HQ Real Estate Services Office. Requests for contact are generally initiated by the region and should include submittal of plans, appraisals, and other information necessary for negotiation.

#### **(1) U.S. Army Corps of Engineers**

Agreements with the U.S. Army Corps of Engineers (Corps) are normally entered into for dam construction and inundation of highways. These agreements are negotiated through the Utilities Unit of the HQ Utilities, Railroad, and Agreements Section.

Other agreements with the Corps are handled similarly to those with the Bonneville Power Administration (see below).

Permits for Corps use or occupancy of state property are issued in accordance with 110.05, Local, State, or Federal Agencies.

##### **(a) Utility Accommodation Where U.S. Army Corps of Engineers Owns Property**

Where highways occupy property owned by the U.S. Army Corps of Engineers, WSDOT may only have highway operation rights and cannot grant utility accommodation rights to others. Review the highway Right of Way Plans and confer with the HQ Real Estate Services Office if questions about accommodation rights exist. If utilities locate on U.S. Army Corps of Engineers property where WSDOT has a presence but does not have utility accommodation rights, an informational document should be recorded in the Utility Franchise Permit (UFP) database. For further information, see 100.02, Types of Utility Accommodation Documents.

#### **(2) U.S. Department of Energy, Bonneville Power Administration (BPA)**

##### **(a) BPA Installations With No Property Rights**

Proposed crossings of the operating highway right of way by BPA transmission lines where BPA does not have a compensable or other property right requires submittal of an Application for Utility Permit or Franchise for U.S. Government Agencies (see Appendix B). All utility accommodation policies and requirements should apply. Refer to Chapter 1, Utility Accommodation, for additional guidance on processing federal utility accommodation applications and other utility accommodation requirements.

##### **(b) BPA Installations Where Property Rights Exist**

When the BPA has a compensable property interest, WSDOT is required to pay the costs of any necessary relocations of existing BPA facilities to allow for the improvement of a state highway. These costs may include:

- Agreement preparation costs (if requested by the BPA).
- Preliminary engineering expenses necessary for the redesign of existing BPA facilities.
- Construction, materials, inspection, and other work necessary for the relocation of an existing facility.

**(c) Funding of Relocation Expenses**

Where the BPA has a property right, all costs for relocation of existing BPA facilities caused by a highway improvement project will be paid using a Trust Agreement. The Trust Agreement should establish a trust or escrow account that will fund the preliminary engineering costs (if applicable) and the construction/relocation phase of BPA facility relocation. Other payment methods may be used on a case-by-case basis if agreed to by the BPA.

**(d) Reimbursable Agreement Preparation**

If the BPA requests reimbursement for the preliminary engineering costs to prepare the Trust Agreement, WSDOT will prepare an actual cost Reimbursable Agreement using either a standard or nonstandard Preliminary Engineering Agreement form. Refer to Chapter 2, Utility Agreements, for guidance on the preparation, processing, and approval of Preliminary Engineering Agreements.

The BPA will prepare and submit the Trust Agreement, with a signed invoice voucher, to the Region Utilities Engineer. The Region Utilities Engineer requests a UT (utility) agreement number from the HQ Division of Accountability and Financial Services and will:

- Assign that same UT agreement number to the Trust Agreement.
- Arrange to obtain the authority to perform work and funding authorization.
- Forward the Trust Agreement to the HQ Utilities Unit for approval and execution.

Upon establishment of funding and receipt of the work order authorization, the Region Utilities Engineer should ensure the voucher is prepared for processing.

The Region Utilities Engineer returns the executed Trust Agreement and voucher (advance payment trust fund) to the BPA at the same time. The BPA is informed at this time whether or not they can proceed with the work covered by the agreement.

**(e) Utility Accommodation Where the U.S. Department of Energy Owns Property**

Where highways occupy property owned by the U.S. Department of Energy, WSDOT may only have highway operation rights and cannot grant utility accommodation rights to others. Review the highway Right of Way Plans and confer with the HQ Real Estate Services Office if questions about accommodation rights exist. If utilities locate on U.S. Department of Energy property where WSDOT has a presence but does not have utility accommodation rights, an informational document should be recorded in the UFP database. For further information, see 100.02(6), Informational Accommodation Documents.

**(3) U.S. Department of the Interior, Bureau of Reclamation****(a) Blanket Crossing Agreement**

A "Blanket Crossing Agreement," identified as U.S. Contract No. 14-06-100-2193 and GC-1020-B, was entered into on June 14, 1961, between the United States Department of the Interior (Bureau of Reclamation) and the Washington State Department of Transportation. This agreement outlines the responsibilities of each agency when crossing the facilities and/or right of way of the other.

**(b) Purpose of the Blanket Crossing Agreement**

The purpose of the Blanket Crossing Agreement is:

- To outline a procedure for handling plan approvals of construction projects wherein Bureau of Reclamation facilities or right of way are involved.
- To ensure compliance with state policy relative to the use of highway rights of way in accordance with the Utilities Accommodation Policy, which includes Chapter 468-34 WAC.
- To ensure reimbursement to the state by the Federal Highway Administration on federal-aid projects when costs are determined to be an obligation to the state.
- To ensure proper project and fund programming.

**(c) Procedure for the Blanket Crossing Agreement**

The working procedure for the Blanket Crossing Agreement is divided into the following two situations:

**1. Project Initiated by the State**

The region shall consult with the Bureau of Reclamation (and the local irrigation district, when applicable) whenever it is determined that Bureau of Reclamation facilities or property will be affected by a highway improvement. This contact can provide for negotiation of a mutually satisfactory solution for the accommodation of Bureau of Reclamation and state facilities.

**a. Agreement ARTICLE 9**

The region will submit construction plans, including vicinity map, plan, profile, agreement number, and details of the proposed crossing to the Bureau of Reclamation for approval in compliance with ARTICLE 9. Following the approval and signature by the Bureau of Reclamation, an original copy will be returned to the region. The region will send the original set of plans, including a signed vicinity map, to the HQ Utilities Unit for copying and distribution to the appropriate Headquarters offices.

**2. Project Initiated by the Bureau of Reclamation****a. Agreement ARTICLE 9**

The Bureau of Reclamation will submit reproducible plans to the region Utilities Engineer. The region will submit the reproducible plans, along with their recommendations for approval, to the HQ Utilities Unit for review and approval. Following execution (ARTICLE 9 approval) of the plans, they will be sent to the region Utilities Engineer, who will transmit a copy to the Bureau of Reclamation.

**b. ARTICLE 9 Approval Format**

Approval of an item in accordance with ARTICLE 9 of the Blanket Crossing Agreement will be by affixing the appropriate signature to the vicinity map for the construction plans in a form similar to the following:

## ARTICLE 9 APPROVAL

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

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

**c. Approval Format Utilization**

The above ARTICLE 9 approval format is used by both the WSDOT and USBR.

**(d) Title to and Maintenance of Crossing Facilities****1. Project Initiated by the State – Agreement ARTICLE 16**

Upon completion of a project involving the Bureau of Reclamation, the Region Construction Engineer will sign a copy of the “as built” construction plans. The region Utilities Engineer will transmit a copy to the Bureau of Reclamation for its approval in compliance with ARTICLE 16.

Approval by the Bureau of Reclamation will consist of affixing the appropriate signature to the plans and returning them to the state. The region will retain a copy and the region will send a copy to the HQ Utilities Unit for further processing.

**2. Project Initiated by the Bureau of Reclamation – Agreement ARTICLE 16**

Upon completion of the project, the Bureau of Reclamation will submit “as built” plans to the region Utilities Engineer, who will transmit a copy to the HQ Utilities Unit for signature by the State Design Engineer, in accordance with ARTICLE 16 of the Blanket Crossing Agreement. Following execution, a signed copy will be sent to the region Utilities Engineer, who will transmit a copy to the Bureau of Reclamation.

**3. ARTICLE 16 Approval Format**

Approval of an item will be by affixing the appropriate signature (per ARTICLE 16) to the “as built” construction plans in a form that includes the following information:

The following notes should be affixed to all copies of the “As Built” construction plans. Use a format similar to the following:

United States Ownership and Maintenance (ARTICLE 16)

UNITED STATES OWNERSHIP AND MAINTENANCE

All pipe in pipelines or culvert crossings, transitions, control and delivery structures, and/or protection that may be a part of the inlet or outlet of a culvert pipeline, and all other protection, and all waterways installed for the benefit of the United States, including the continuation of such features through WSDOT rights of way.

UNITED STATES OF AMERICA

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

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

State of Washington Ownership and Maintenance (ARTICLE 16)

STATE OF WASHINGTON OWNERSHIP AND MAINTENANCE

All (*bridges, including footings, piers, abutments, approach fills\**) road surfacing, road right of way, and all embankments, ballast, and fills supporting a road.

STATE OF WASHINGTON, Department of Transportation

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

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

\*Use the Italic text within the parentheses for bridge projects

**(4) U.S. Department of Agriculture, Forest Service**

**(a) Memorandum of Understanding, No. NFS 00-MU-11060000-040**

The Memorandum of Understanding (MOU), *Highways Over National Forest Lands* (WSDOT Publication M 22-50), executed May 31, 2001, defines how WSDOT and the U.S. Department of Agriculture, Forest Service, handle certain issues on state highways that are located within Forest Service lands. Issues such as coordination; planning; highway maintenance and construction; signage; and access are discussed in the MOU.

The MOU also defines how WSDOT will communicate and inform the Forest Service when third-party utility installations are proposed within the highway right of way that occupies Forest Service lands. This MOU is currently being rewritten; always see the latest adopted document.

**(b) Forest Service Opportunity to Review and Comment**

WSDOT is obligated to provide the Forest Service an opportunity to review any Applications for Utility Permit or Franchise that fall within Forest Service lands. Refer to Figure 500-1 for Forest Service boundary intersections on state highways.

Under the terms of the MOU (above), the Forest Service has 30 days from the receipt of the draft Application for Utility Permit or Franchise (see Appendix B) to comment on the proposed installation, with a recommendation for approval or reasons for denial of the utility installation request. After 30 days, if WSDOT has received no comment from the Forest Service, the department may grant the utility installation request.

U.S. Forest Service Areas										
State Route	RRT/RRQ Identifier	Begin SRMP	B	End SRMP	:	State Route	RRT/RRQ Identifier	Begin SRMP	B	End SRMP
002		34.74		48.48	:	113		2.00		6.06
002		48.99		98.88	:	119		9.22		10.93
012		128.40		128.48	:	123		0.00	B	2.56
012		151.15		179.14	:	131		0.00		0.01
020		102.23		110.98	:	141		29.25		29.30
020		139.10		181.28	:	165		0.00		3.44
020		210.05		214.85	:	207		0.00		4.38
020		292.67		294.88	:	395		253.32		253.48
020		312.83		335.42	:	395		256.45		256.95
020		378.60		388.46	:	395		260.87		262.80
020		398.63		400.56	:	395		264.59		270.26
021		147.96		152.58	:	410		69.21		100.11
031		15.12		26.79	:	542		32.89		57.26
090		41.04		52.72	:	542	COMTBAKR	54.60		54.97
097		152.34		163.72	:	706		10.28		13.64
097		163.72		180.88	:	906		0.00		2.65
097	AR	208.08		208.15	:	906	SPHYAK	2.55		2.98
097	AR	218.30		219.66	:	971		1.44		1.71
097	AR	224.53		224.96	:	971		1.75		2.04
101		118.15		125.52	:	971		3.74		3.77
101		208.88		219.21	:					
101		236.28		240.08	:					
101		298.01		300.90	:					
101		301.96		305.37	:					

### U.S. Forest Service Boundary Crossings

Figure 500-1

#### (c) Disclosure of Forest Service Requirements

The MOU also obligates WSDOT to inform the utility that either a Forest Service Special Use Permit or an easement is required by the utility. However, according to the terms of the MOU, the department is under no obligation to enforce this requirement.

##### 1. Special Provision

The terms of the MOU require that all approved utility accommodation documents that allow for encroachment upon Forest Service lands must include the following Special Provision:

*Approval of this utility permit or franchise is contingent upon the applicant utility obtaining an approved USDA Forest Service Special Use Permit and/or easement for use of National Forest System land prior to the construction of the proposed utility installation.*

**(d) Forest Service Requirements**

In addition to WSDOT obligations, the MOU obligates the Forest Service to withhold issuance of a Forest Service Special Use Permit or easement until the applying utility has an approved Application for Utility Permit or Franchise issued by the department.

**500.04 Tribal Authorities**

When highways exist on tribal lands, it must be determined whether there are any restrictions on WSDOT's ability to allow utility accommodations. Researching highway grants may be quite difficult since they could be by letter, Bureau of Indian Affairs (BIA) agreement, or permit, or by more formal documentation, such as easements and quitclaim deeds. If no restrictions are found, WSDOT may process utility accommodation documents in accordance with this manual.

Where rights are reserved by tribal authorities or where a right of way conveyance cannot be established, lands belonging to federally recognized Indian tribes are acknowledged to have sovereign immunity. In these areas, the Region Utilities Engineer should file an informational utility accommodation document. For information, see 100.02(6), Informational Accommodation Documents.

Indian tribes have rights of consultation for historical and archaeological purposes beyond the specific tribal boundaries. Highway projects and major utility installations may become involved in tribal archaeological studies outside tribal boundaries. For more information, see the GIS site, Indian Reservations of Washington State ([www.wsdot.wa.gov/mapsdata/geodatacatalog/Maps/24k/DOT\\_Cartog/federal/IndianRes.htm](http://www.wsdot.wa.gov/mapsdata/geodatacatalog/Maps/24k/DOT_Cartog/federal/IndianRes.htm)), WSDOT Executive Order: E 1025.00, "Tribal Consultation," and WSDOT's Tribal Liaison for further guidance.

Tribe	County
Chehalis Confederated Tribes	Grays Harbor and Thurston
Colville Confederated Tribes	Okanogan and Ferry
Cowlitz Indian Tribe	Cowlitz and Clark
Hoh Tribe	Jefferson County
Jamestown S'Klallam Tribe	Clallam
Kalispel Tribe	Pend Oreille County
Lower Elwah Klallam Tribe	Clallam County
Lummi Tribe	Whatcom County
Makah Tribe	Clallam County
Muckleshoot Tribe	King County
Nisqually Tribe	Thurston County
Nooksack Tribe	Whatcom County
Port Gamble S'Klallam Tribe	Kitsap County
Puyallup Tribe	Pierce County
Quileute Tribe	Clallam County
Quinault Nation	Grays Harbor
Sauk-Suiattle Tribe	Skagit
Shoalwater Bay Tribe	Pacific County
Skokomish Tribe	Mason County
Snoqualmie Tribe	King
Spokane Tribe	Stevens County
Squaxin Island Tribe	Mason County
Stillaguamish Tribe	Snohomish
Suquamish Tribe	Kitsap County
Swinomish Tribe	Skagit County
Tulalip Tribes	Snohomish County
Upper Skagit Tribe	Skagit
Yakama Nation	Yakima and Klickitat

### Indian Tribes in Washington State

Figure 500-2

## 500.05 Railroad Companies

Where state highways are constructed on railroad right of way, WSDOT has acquired an easement or encroachment right. These rights are normally limited to highway operational needs and do not grant the department a right to allow utility occupancy. If utilities locate on railroad property where WSDOT has a presence but does not have utility accommodation rights, an informational document should be recorded in the Utility Franchise Permit (UFP) database (see 100.02(6), Informational Accommodation Documents).

In reviewing a utility accommodation document application, examine highway Right of Way Plans where highways are in close proximity or cross the railroad right of way. Consult the HQ Real Estate Services Office if the highway rights are in question.

When WSDOT needs a wire or conduit crossing permit from a railroad, consult with the HQ Railroad Liaison. The permits are generally acquired by region staff. For further guidance, see Chapter 3, Railroads.



- As the project design is developed, areas of utility conflict and potential utility relocation are narrowed down.
- Aboveground utility objects that require Control Zone Guidelines compliance are listed on the project Utility Object Relocation Record (UORR).
- The Project Engineer's Office sends project UORRs and the Geometric Review showing utility conflict areas to the Region Utilities Office for review and approval prior to transmittal of the Utility Relocation Notice to affected utility owners.
- The Project Engineer's Office will send the Region Utilities Office a listing of environmental document approvals required by governmental agencies and the expected schedule for WSDOT permit applications that may be affected by utility relocations.

### **(3) Utility Relocation Notice**

Once utility conflict redesign options have been eliminated and necessary utility relocations identified, the Region Utilities Office is responsible for the following:

- Review existing utility facility conflict area.
- Check UORR calculations.
- Send Utility Relocation Notices to each affected utility owner. Notices should include project plans identifying existing utility locations; UORRs for surface utilities; a listing and application schedule for governmental approvals for the highway project; project milestone dates; and an approximate date for Utility Relocation meetings.
- Begin the development and negotiation of Utility Preliminary Engineering Agreements, if appropriate.

### **(4) Environmental Permitting and Documentation**

Discuss responsibility for acquisition of any necessary environmental documentation and permitting with the Project Development Engineer and the utilities as early in the design process as possible. Environmental requirements will vary between projects. Ensure Project Development Engineers are aware of the need for environmental documentation and permitting compliance for utility relocations. Address and verify that construction issues and the responsibility for obtaining environmental permits and documentation have been addressed.

If a utility relocation within project limits is necessary during construction, project environmental permitting for utility relocations may be included within WSDOT's environmental permitting package. This avoids delays to the project schedule related to difficulties a utility may experience acquiring separate environmental permitting.

It should be kept in mind that WSDOT assumes a certain amount of risk for environmental violations whether utilities obtain their own permitting or they are included within the department's environmental documents. Further, utility owners' priorities are not always the same as WSDOT's; therefore, utilities may not strive to obtain environmental permitting to meet the department's project schedule.

Advantages to including utility relocation work under WSDOT's environmental documentation and permitting include the following:

- WSDOT maintains control over the documentation and permit approval process, reducing opportunities for conflicting project work descriptions being presented to the approving authorities.
- It eliminates potentially redundant permit approval processes.
- It reduces the potential for project delivery delay if the utility is unable to obtain documentation and permits on time to meet the construction schedule.

Disadvantages to including the utilities under WSDOT environmental permits include the following:

- WSDOT is responsible for managing the utility's activities on the project site and may need to add staff to manage this aspect.
- Permit conditions for utilities may be more stringent and impact WSDOT work plans, or WSDOT conditions may be more stringent and impact the utility's work plan.
- WSDOT, as the permit holder, is responsible for fines to utilities.
- It creates delays to the Project Design Office's completion of plans; it will need the Utility Relocation Plans, which typically are being prepared until the General Plans Review.
- It creates delays to WSDOT environmental permits due to Utility Relocation Plans not being submitted until after the General Plans Review.
- Added time is needed for WSDOT to review utility environmental documents and plans for inclusion in project plans.

**(a) Environmental NEPA/SEPA Documentation and Biological Assessments**

To assist WSDOT in including the utility work in the department's National Environmental Policy Act (NEPA), State Environmental Policy Act (SEPA), and Biological Assessment (BA) approvals, early determination of relocated utility configuration and installation methods should be included:

- For the highway project.
- When work is occurring in areas for which WSDOT will be clearing the permit process for NEPA/SEPA.
- In critical and sensitive areas.

By including utility relocation work in the highway project's environmental process, designers can realize considerable time savings later in the design process. When potential utility modifications and relocations are included for environmental review and documentation at the same time as the rest of the highway project, the regulatory agency considers utility relocation efforts covered under WSDOT's environmental process and the NEPA and SEPA documentation. In addition, WSDOT may be able to avoid cost overruns during actual construction that might otherwise occur due to utility delays.

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:

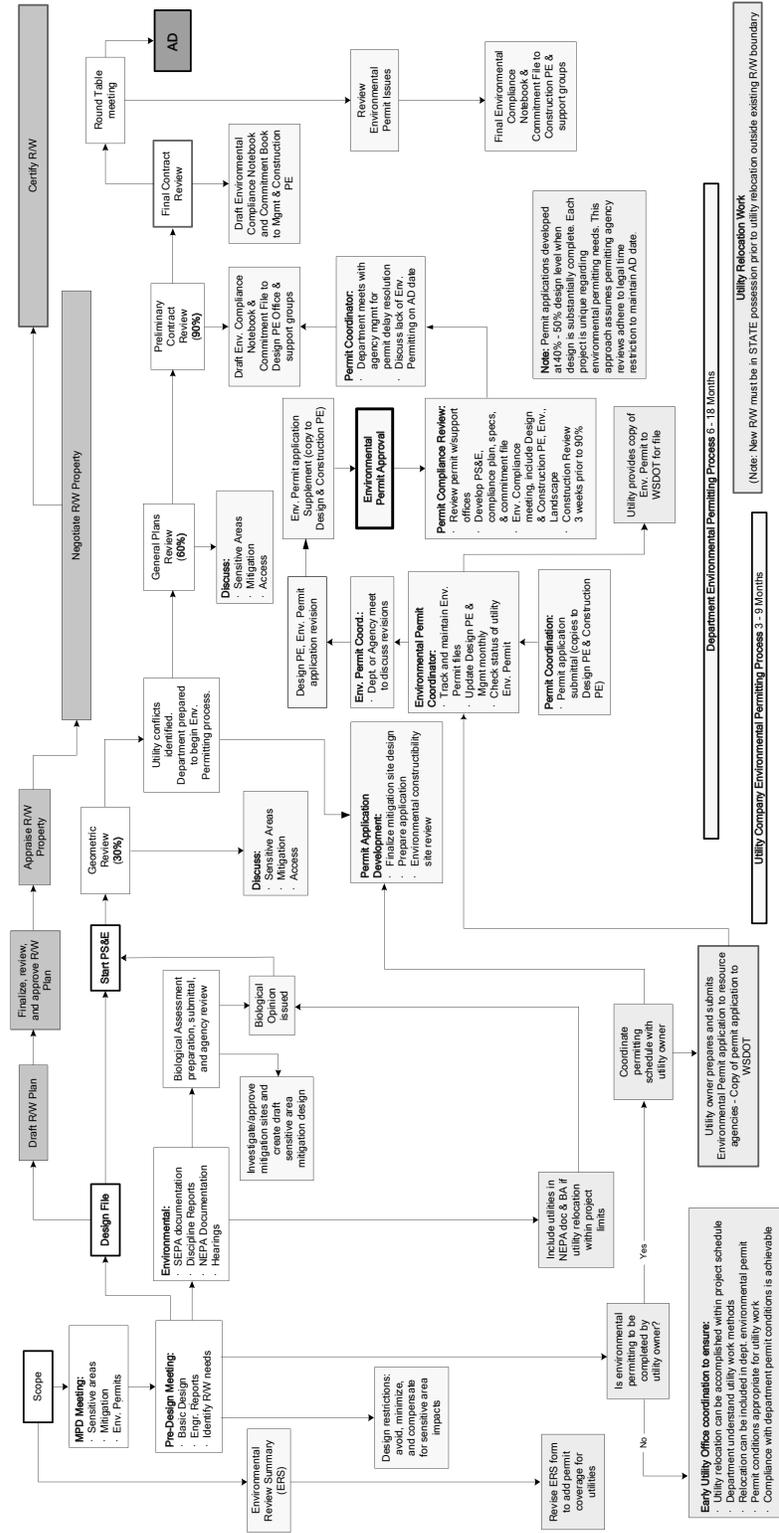
- The utility relocation is scheduled in advance of the construction or outside the project limits.
- Environmental documentation necessary for the utility work differs from the environmental documentation requirements for the work being done by WSDOT.
- Specialized work methods for the utility relocation 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.

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.



Project Delivery Utility Relocation Environmental Permitting Process  
Figure 600-2

## **(1) SUE Quality Levels**

### **(a) Quality Level “A” (QL-A): Locating**

The precise horizontal and vertical locations of utilities are obtained by the actual exposure and subsequent measurement of subsurface utilities at specific points. Minimally intrusive excavation equipment is typically used to decrease the potential for utility damage. Precise horizontal and vertical positions, as well as other utility attributes, are shown on the final work product. Accuracy is typically set at 0.05 foot vertical and to applicable horizontal survey standards.

### **(b) Quality Level “B” (QL-B): Designating**

This information is obtained through the application of appropriate surface geophysical methods to identify the existence and approximate horizontal position of subsurface utilities. Quality Level B data are reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances and reduced onto plan documents.

### **(c) Quality Level “C” (QL-C): Surface Visible Feature Survey**

Information is obtained by surveying and plotting visible aboveground utility features and by using professional judgment in correlating this information to Quality Level D information.

### **(d) Quality Level “D” (QL-D): Existing Records**

Information is derived solely from existing records or verbal recollections.

## **(2) Selecting SUE Quality Level**

Determining the appropriate quality level for planned construction activities is an important responsibility. If a lower level is specified than what is required for a given construction activity, the project team must be willing to accept the risk for the activity. These risks include the possibility of additional costs due to project delays, bid contingencies, change orders, unnecessary utility relocations, redesign, and perhaps utility damage, as well as other problems. In the past most projects have proceeded at Quality Level C whether or not project teams realized it. However, engineers should be encouraged to determine higher levels knowing that WSDOT may incur liability for lower quality level depictions. Fewer change orders and delays might be realized by using these higher quality levels.

When a highway project includes the types of work described in Figure 600-3, at a minimum, the designated level of SUE needs to be completed.

When deciding the appropriate level of utility investigation, the project team should evaluate the additional costs of a higher quality level versus the potential costs associated with the risk of performing a lower quality level utility investigation. Project teams will identify and apply appropriate techniques based on budgets and expectations. Decisions and judgments must also be made as to where Quality Level A data should be provided. Finished plans may contain utility data with different quality attributes; all four quality levels may be represented in one project.

## 900.08 Sample Control Zone Calculations

### (1) Cut Section: 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.

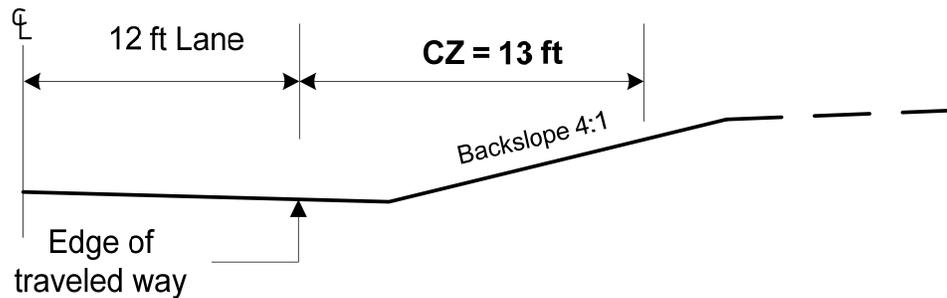
**Step 1:** Locate posted speed

**Step 2:** Locate ADT

**Step 3:** Locate backslope

**Step 4:** Read CZ directly from table

**Example:**



Step 1: Speed is 45 mph

Step 2: Traffic is 1900 ADT

Step 3: Backslope is 4H:1V

Step 4: Read 13 feet directly from table

**Control Zone = 13 feet**

#### Control Zone Cut Section: Condition 1

Figure 900-6

(b) **Cut Section: 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:

1. Read directly from the table based on posted speed, average daily traffic (ADT), and a backslope of 10H:1V.

**Step 1:** Locate posted speed

**Step 2:** Locate ADT

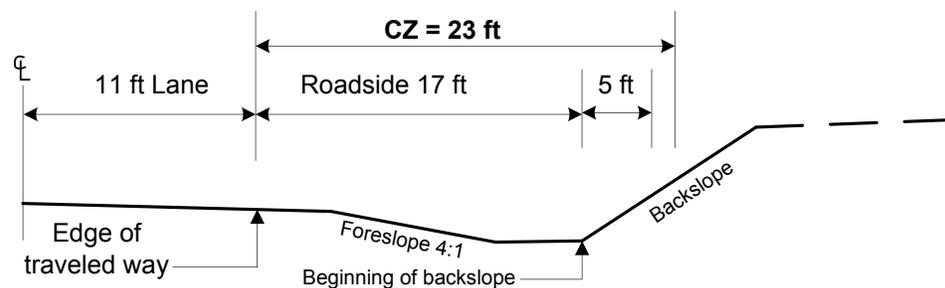
**Step 3:** Use backslope of 10H:1V

**Step 4:** Read directly from table

2. Five feet beyond the roadside width.

**Step 1:** Locate roadside width

**Step 2:** Add 5 feet to the roadside width

**Example:**

1. Step 1: Speed is 55 mph  
Step 2: Traffic is 4200 ADT  
Step 3: Foreslope 4H:1V or flatter: use a backslope of 10H:1V (from table)  
Step 4: Read 23 feet directly from table
2. Step 1: Roadside width is 17 feet  
Step 2: 17 feet plus 5 feet = 22 feet

Solution = Greater of: 1. = 23 feet or 2. = 22 feet

**Control Zone = 23 feet**

**Control Zone Cut Section: Condition 2**

*Figure 900-7*

(c) **Cut Section: Condition 3**

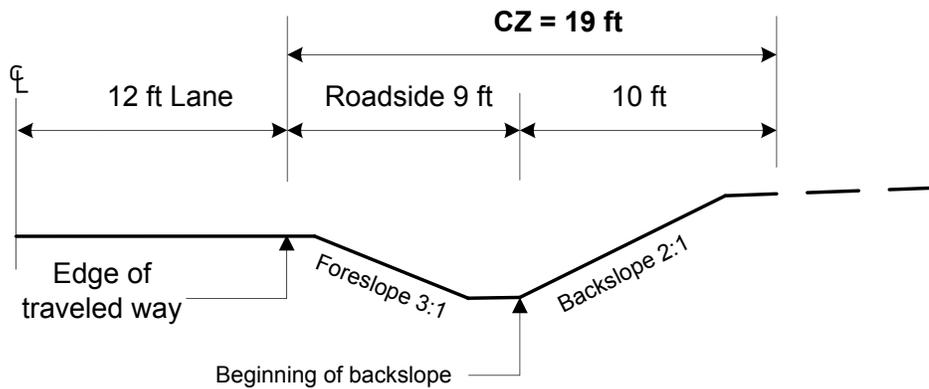
- Ditch foreslope steeper than 4H:1V
- Ditch backslope is steeper than 3H:1V

The Control Zone distance is established at 10 feet beyond the beginning of backslope (roadside width).

**Step 1:** Locate roadside width

**Step 2:** Add 10 feet to the beginning of backslope (roadside width)

**Example:**



Step 1: Roadside width is 9 feet

Step 2: 9 feet plus 10 feet = 19 feet

**Control Zone = 19 feet**

**Control Zone Cut Section: Condition 3**

*Figure 900-8*

(d) **Cut Section: Condition 4**

- **Ditch foreslope is 3H:1V or steeper**
- **Ditch backslope is not steeper than 3H:1V**

The Control Zone distance is the recovery area calculated using the Recovery Area Formula:

$$\text{Recovery Area} = (\text{roadside width}) + (\text{Control Zone distance from table} - \text{shoulder width})$$

**Step 1:** Locate posted speed

**Step 2:** Locate ADT

**Step 3:** Locate backslope

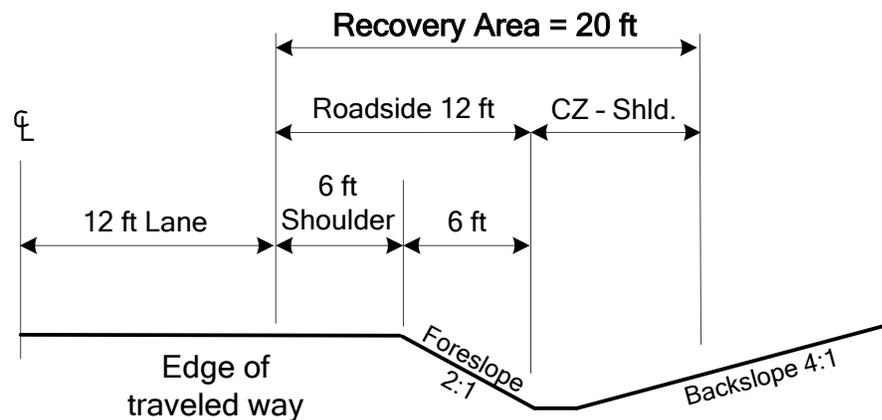
**Step 4:** Read CZ distance from table

**Step 5:** Locate roadside width

**Step 6:** Locate shoulder width

**Step 7:** Use Recovery Area Formula

**Example:**



Step 1: Speed 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 900-9*

**(2) 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).

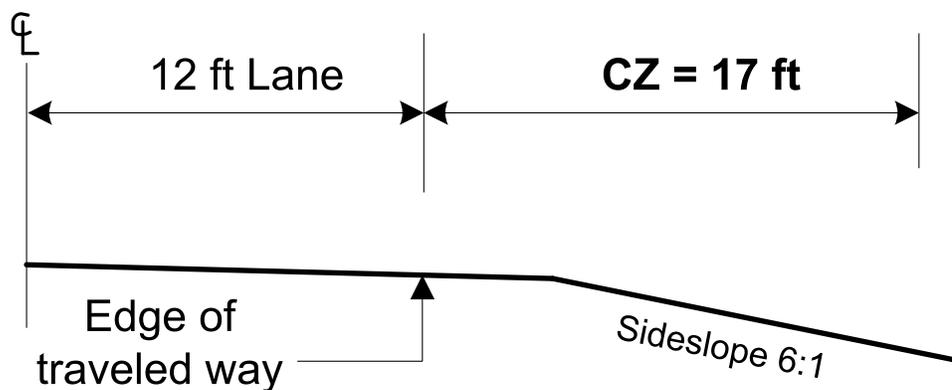
**Step 1:** Locate posted speed

**Step 2:** Locate ADT

**Step 3:** Locate sideslope

**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 900-10*

(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.

For installations where the sideslope is steeper than 3H:1V and the fill height is greater than 10 feet, consult Figure 900-16, Guidelines for Embankment Barrier. If embankment barrier is not recommended, Control Zone is the Recovery Area.

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

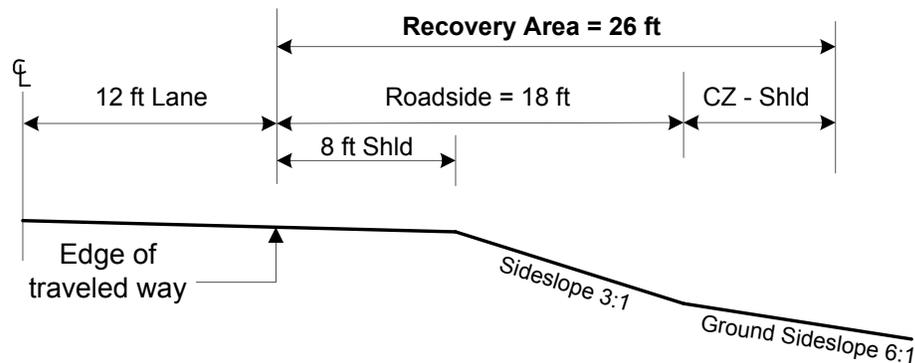
**Step 4:** Read CZ distance from table

**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 900-11

## 900.09 Supplemental Utility Design Information

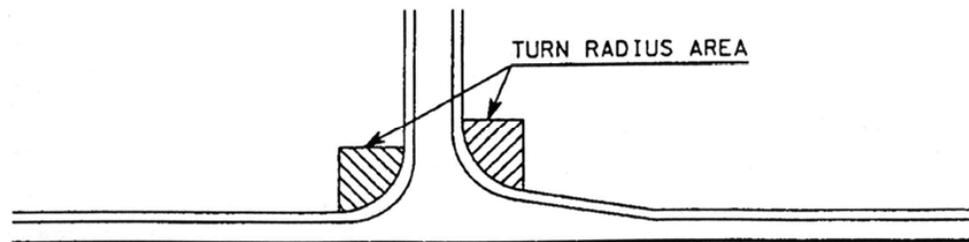
The following items are provided as a guide to the utility industry for consideration during design and maintenance of their facilities.

### (1) **Horizontal Curves**

If it is not necessary, do not place utility objects on the outside of horizontal curves.

### (2) **Public Grade Intersections**

If feasible, design the facility to place utility objects outside the turn radius area of Public Grade Intersections. If this is not feasible, the facility should be placed outside the Control Zone.



**Intersection Radius Area**

*Figure 900-12*

### (3) **Placement of Utility Objects Behind Barriers**

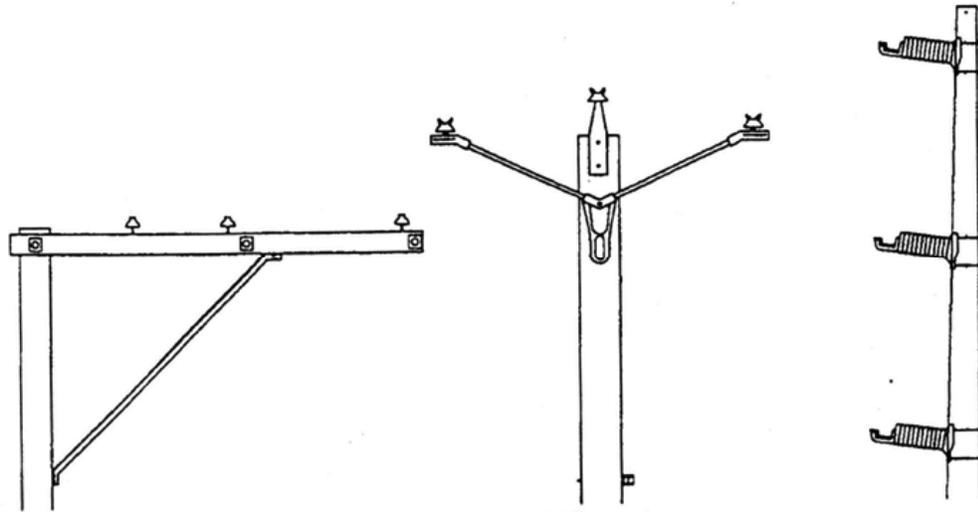
Objects should not be placed within the deflection distance of the barrier used.

### (4) **Service Poles**

Place service poles on owner's property, not state right of way. Consideration should be given to placing the service pole as far as feasible from the highway right of way—at least outside the Control Zone.

### (5) **Pole Design**

Where Control Zone requirements within the highway right of way are tight, consideration should be given to alternative pole designs. The purpose of the alternative designs is to allow construction at or close to the right of way line.



**Alternative Pole Designs**  
Figure 900-13

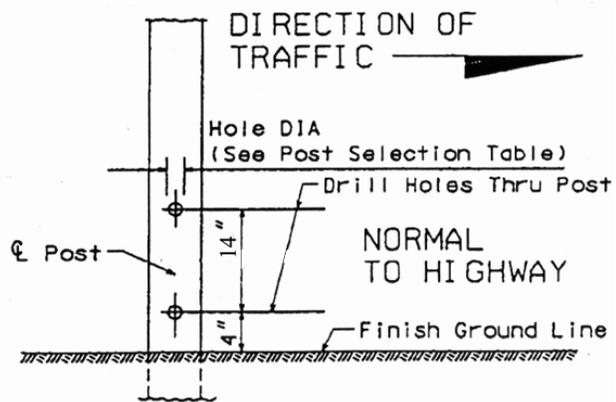
**(6) Guy Poles/Wires**

Guy poles and/or wires are not to be installed between the pole line and highway lanes unless the guy pole/wire is outside the Control Zone. Consideration should be given to utilizing breakaway designs on guy poles and wires within Control Zones. Guy and anchor wires are considered hazard objects.

**(7) Utility Location Markers**

Markers used to identify or protect utility facilities, such as a telephone pedestal, may not be larger than a 4 x 4 (16 sq. inches) wood post unless drilled to accommodate breakaway. Solid markers, such as concrete, may not be used. Telephone pedestals that meet the breakaway criteria are acceptable within the Control Zone.

POST SIZE	HOLE DIA
4 x 4	—
4 x 6	1 1/2 inch
6 x 6	2 inch
6 x 8	3 inch



**Note:** Posts that are larger than 6" x 8" require barrier protection when located within the Control Zone. (See the *Standard Plans* for further guidance.)

**Wooden Post Breakaway Details**  
Figure 900-14

- Request for reclassifications, including Cost-Effective Selection Procedure data and Engineering Analysis.
- A copy of the completed Utility Object Relocation Record.

#### (4) Process Responsibilities

Process	Responsibility
Systematic Mitigation	Utility
Location I Variance/Mitigation Documentation	Utility and WSDOT (Region)
Location I Variance/Mitigation Approval	WSDOT (HQ)
Location II Reclass./Mitigation Documentation	Utility and WSDOT (Region)
Location II Reclass./Mitigation Approval	WSDOT (HQ)
Location II Reclass./Approval – The 5/15 Rule	WSDOT (Region)
Engineering Studies	Utility and WSDOT (Region)
Cost-Effective Selection Procedure	Utility and WSDOT (Region)
WSDOT Project Notification	WSDOT (Region)
WSDOT Project Control Zone Compliance Letters	WSDOT (Region)

#### Process Responsibilities

Figure 900-15

### 900.11 Cost-Effective Object Relocation

A Location II Object may be reclassified to Location III by meeting the following guidelines.

#### (1) Roadway Fill Area

In a roadway fill area, check Figure 900-16. If guardrail is warranted, the object may be considered not cost-effective to relocate.

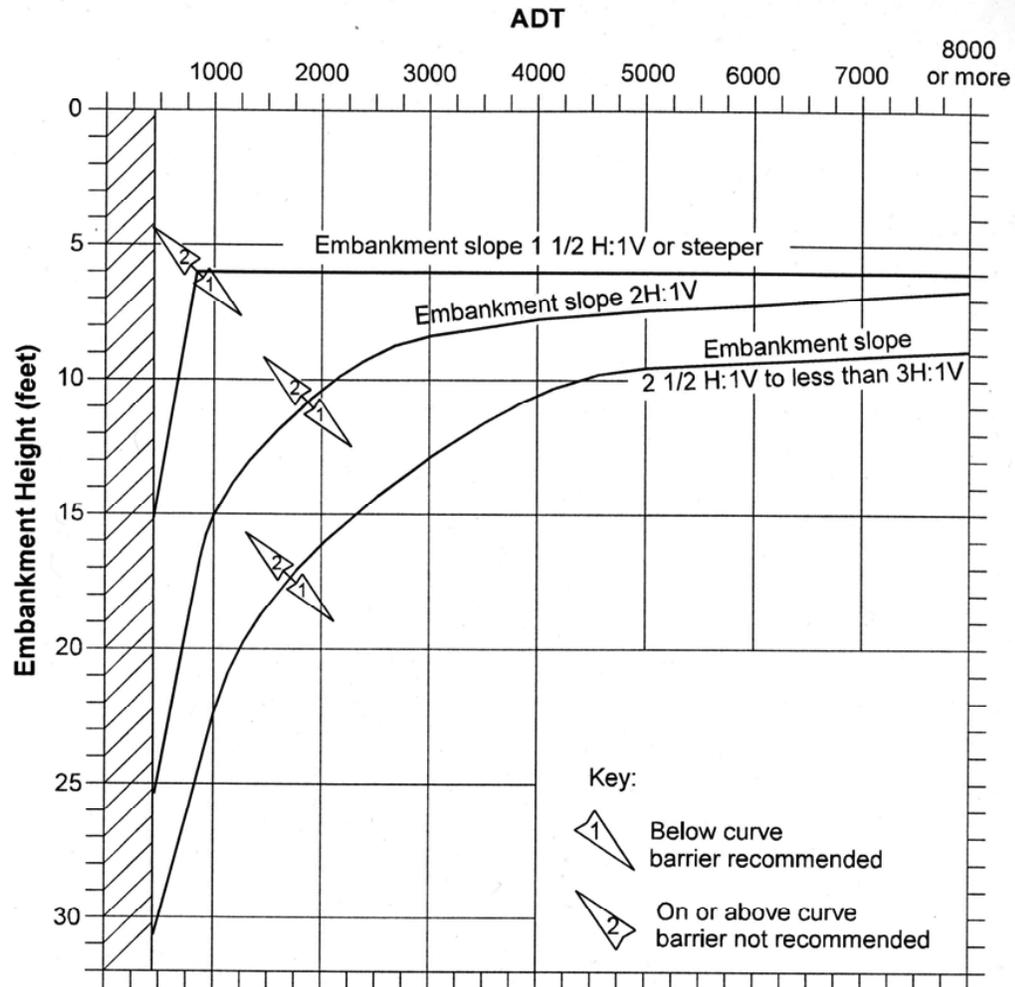
#### (2) Cost-Effective Selection Procedure

Complete the Cost-Effective Selection Procedure for objects not in an area recommended for guardrail using the AASHTO formula or the “ROADSIDE” or “Roadside Safety Analysis Program (RSAP)” programs. The lateral placement from the traveled way to the objects (for both the existing object and the relocated object) should be multiplied by the slope factors in the following table:

	Cut Slope				Fill Slope		
Slope Ratio	3H:1V	4H:1V	5V:1V	Flat	5H:1V	4H:1V	3H:1V
Slope Factor	1.5	1.2	1.1	1.0	0.8	0.7	0

Adjusted lateral distance = (lateral distance – shoulder width) x slope factor + shoulder width.

(Each lateral segment between the shoulder and the object should be adjusted by its slope factor.)



**Note:** Routes with ADTs under 400 may be evaluated on a case-by-case basis.

### Guidelines for Embankment Barrier

Figure 900-16

### (3) Variables for the Cost-Effective Selection Procedure (CESP)

The following AASHTO cost factors<sup>1</sup> will be used in the CESP formula until otherwise notified by WSDOT:

- Fatality collision: \$4,165,000
- Severe injury collision: \$350,000
- Moderate injury collision: \$75,000
- Slight injury collision: \$40,000
- Property Damage Only (PDO) collision: \$7,000

<sup>1</sup>The WSDOT Transportation Data Office (TDO) has applied inflation to the AASHTO cost factors to bring the numbers current as of July 2009.

Use the following guidance when calculating with the CESP formula:

- **Traffic Growth Rate:** Use 5% unless otherwise indicated by WSDOT.
- **Severity Index:** 3.6 for 40 mph, 4.2 for 50 mph, 5.0 for 60 mph, and 6.0 for 70 mph.
- **Project Life:** Life of the existing or new pole.
- **Discount Rate:** The rate shall be equal to the weighted rate average cost of capital for each utility.
- **Cost of Installation:** Determined by the utility for the installation being evaluated.
- **Cost of Repair:** Determined by the utility for the installation being evaluated.
- **Maintenance Cost per Year:** Determined by the utility for the installation being evaluated.
- **Salvage Value:** Determined by the utility for the installation being evaluated.

#### (4) Initial Encroachment Frequency

The initial encroachment frequency factors should be as follows:

Highway Type	Initial Encroachment Frequency (encroachment/mile/year)
Rural Interstate	0.0009 ADT
Rural Multilane Divided Highway	0.00059 ADT
Wide Rural Two-Lane Highway (Roadbed > 36 ft)	0.000742 ADT
Narrow Rural Two-Lane Highway (Roadbed < 36 ft)	0.00121 ADT
Urban Interstate	0.0009 ADT
Urban Multilane Divided Highway	0.0009 ADT
Urban Street	0.00133 ADT

#### Encroachment Frequency Factors

Figure 900-17

### 900.12 Completing the Utility Object Relocation Record

A completed Utility Object Relocation Record (see Figure 900-18) form must accompany any utility submittals to WSDOT when objects exist or are proposed to be in Location I or II. The following descriptions will clarify the needed information.

#### (1) Form Headings

Enter the identification information on the top left side of the form.

Enter the milepost limits beside the proper type of construction on the top right side of the form.

**(2) Existing Object**

To identify the utility object, enter the milepost, pole or object number, left or right of highway centerline, type of object, and whether it is owned, jointly owned, or leased.

**(3) Roadway Data**

Enter the data required to calculate the Control Zone distances and the right of way width from centerline. ADTs can be obtained from the Region Utilities Office.

**(4) Field Measurements**

Enter the slope and distance measurements required to calculate the Control Zone distances (see 900.06).

**(5) Control Zone Calculations**

From the Control Zone Distance Criteria (see 900.06):

- Enter the Condition number that was used to calculate the Control Zone distance.
- Enter the calculated Control Zone distance.
- Enter whether the object is a Location I or a Location II. Location III Objects need not be entered on the form.

**(6) Planned Object Correction**

This section is used by the utility to record, on the Utility Object Relocation Record form (see [Figure 900-18](#)), its decision on how the utility object will be corrected.

- For utility objects that will be relocated outside the Control Zone in compliance with Objective 1 (see 900.03), mark the relocated distance in the Reloc. Dist column.
- For utility objects that will be corrected with the use of an alternative measure in compliance with Objective 2 (see 900.03), mark the Alternate Measure column.
- If mitigation is the alternative measure chosen, justification for the use of mitigation and a plan showing proposed mitigation are required for WSDOT review and approval.
- For individual utility Location I Objects that cannot be relocated outside the Control Zone or corrected with the use of an alternative measure, and for which a variance will be requested, mark the LOC I VAR. column. Note: Only in extreme cases will a variance be considered.
- To be considered for a variance, the utility must submit to WSDOT a request for a variance together with the required justification (see 120.14).
- For individual utility Location II Objects that cannot be relocated outside the Control Zone or corrected with the use of an alternative measure and for which a reclassification will be requested, mark the LOC II Reclass. column. Note: A reclassification will be considered only in cases where conditions such as right of way width, terrain, or other features make it infeasible to comply with Objectives 1 or 2 (see 900.03).



### 900.13 Variance

WSDOT recognizes conditions may arise that make it infeasible to comply with the maximum Control Zone. Variances from such compliance may be allowed when justified by suitable utility engineering studies that consider traffic safety.

Examples of conditions rendering compliance infeasible include:

- WSDOT right of way that is not adequate to accommodate utility objects outside the Control Zone.
- Segments of utility facilities that, due to terrain or other features, do not warrant being located in full compliance with the maximum Control Zone.

In these situations, a variance, if adequately supported, may be granted by WSDOT to allow utility objects to remain or to be installed within the Control Zone. (See 120.14, Variances: Types, Treatment, and Approval, for further guidance.) At a minimum, any variance request must include:

- The reason an object should not be located as Location III.
- Evidence that installation in an alternate location outside the Control Zone or right of way is extremely difficult because of installation problems and/or is unreasonably costly. Show detailed cost comparison and describe alternatives that were considered.
- Pictures and typical cross sections, which shall include location of proposed and existing utility objects with reference to the edge of the traveled way.
- Discussion about the use of alternate measures.

### 900.14 Variance Request for Location I Objects

Compliance with the WSDOT Control Zone Guidelines requires adjustment of Location I Objects. If adjustment is not feasible, a variance may be considered.

To be considered for a variance, the utility will submit to WSDOT a request for a variance together with justification presented in an Engineering Analysis (see 120.14). When an object is joint ownership, the request must be submitted jointly by the owners.

#### (1) Engineering Analysis

The Engineering Analysis must include, at a minimum, the following support data:

- (a) Proposed justification that Location I Objects should not be located outside the Control Zone.
  1. Provide evidence that installation in an alternate location outside the Control Zone or right of way is extremely difficult because of installation problems and/or is unreasonably costly (show detailed cost comparison). Describe alternatives that were considered.
  2. Submit pictures and typical cross sections. Cross sections shall include location of proposed and existing utility objects with reference to the edge of the traveled way.

**Region Utilities Engineer** Region WSDOT representative responsible for oversight and coordination of the state Utilities Accommodation Policy within a designated region of the state. Coordinates with local transportation engineering elements, utility representatives, the State Utilities Engineer, and others as needed.

**Reimbursable Costs** Any expended costs the state or utility is legally entitled to recover from the other party. Utility reimbursable agreements, both preliminary engineering and construction, are limited to those costs incurred subsequent to the state's written authorization to proceed.

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

**Relocation Reconstruction Criteria** Defines when proposed utility reconstruction must include relocation of the aboveground utility to meet Control Zone Guidelines (related to WSDOT's Control Zone Policy).

**Replacement in Kind** A replacement that satisfies the design specifications.

**Road Approach** An access point from a public road or private property adjacent to the highway. Access permits are issued by WSDOT for some types of road approaches.

**Roadbed** See Roadway Prism.

**Roadside** The area between the edge of the roadway shoulder and the right of way line and unpaved medians on multilane highways. (See WAC 468-34-110(9) for roadside and WAC 468-34-110(13) for clear roadside policy.)

**Roadway** The portion of a highway, including shoulders, for vehicular use. A divided highway has two or more roadways, per WAC 468-34-110(7).

The portion of the right of way within the outside limits of the sideslopes (see the *Construction Manual*).

**Roadway Prism** The area within the right of way that supports the paved roadway between the bottom of ditch and the toe of slope. Includes subgrade, base courses, surfacing courses, pavement, and roadway sideslopes.

**Roadway Structure** See Roadway Prism.

**Route Jurisdiction Transfer (RJT)** A roadway whose jurisdictional ownership is transferred from a local agency to WSDOT or from WSDOT to a local agency.

**Salvage Credit** The amount received by the utility from the sale of any portion of a utility's facility that has been removed or the amount at which the recovered material (if retained for reuse) is credited to the utility's accounts.

**Same-Side Service Connection** A connection from a utility main to a customer service that does not involve a roadway crossing.

**Scenic Classification** A visual scaling system that defines the scenic quality of various portions of a roadway and limits, to varying degrees, the ability to install an aerial utility upon the right of way.

**SEPA** State Environmental Policy Act: The policy that directs state and local decision makers to consider the environmental consequences of actions. The Environmental Policy Act Rules (WAC 468-12) integrate the procedures of SEPA into the programs, activities, and actions of WSDOT.

**Service Connection** A connection from a utility main to a customer service.

**Service Stub-Out** Preinstalled service connection from a utility main at a predetermined location that allows the utility to make a service connection to the main without the need to access the main itself. They are usually associated with longitudinal utility installations within the roadway that would otherwise involve an open cut for the connection.

**Shoulder (shld)** That portion of a roadway beyond the normal travel width.

**Shoulder, Usable** That portion of the roadway extending beyond the traveled way or auxiliary lanes that can be used for emergency parking by motorists. Usable shoulder is the average width being used as a shoulder along a section of highway, exclusive of intermittent widened areas, but not to exceed 10 feet in width.

**Sideslope** The foreslope or backslope. See Slope.

#### **Slope**

- **Backslope** A sideslope that goes up as the distance increases from the roadway (cutslopes).
- **Critical Fill Slope** A slope on which a vehicle is likely to overturn. Slopes steeper than 3H:1V are considered critical fill slopes and are not allowed in the Control Zone.
- **Cross Slope** Transverse slope or superelevation described by the roadway section geometry.
- **Fill Slope** That portion of the roadway built upon existing ground to support the structural roadbed. Extends from the top of the shoulder to a point where the slope meets existing ground.
- **Foreslope** A sideslope that goes down as the distance increases from the roadway (fill slopes and ditch slopes).
- **Nonrecoverable Slope** A slope on which an errant vehicle will continue until it reaches the bottom, without having the ability to recover control. Fill slopes steeper than 4H:1V, but no steeper than 3H:1V, are considered nonrecoverable.
- **Recoverable Slope** A slope on which the driver of an errant vehicle can regain control of the vehicle. Slopes of 4H:1V or flatter are considered recoverable.
- **Toe of Slope** The point where the roadway structure meets existing ground line—usually related to a fill section or fill slope.

**Spill Prevention, Control, and Countermeasures (SPCC) Plan** A project-specific plan to prevent, control, and correct possible contamination from spills of “Hazardous Substances” as defined in RCW 70.105.010.

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

**Standard Specifications** As used in this manual, shall refer to the current edition of and amendments to WSDOT's *Standard Specifications for Road, Bridge, and Municipal Construction*.

**State Highway Log** A planning report (available online) prepared by WSDOT's Traffic Data Office that provides statewide roadway data.

**State Highway Viewer** A computer system (available online) that displays a photo log of highways; it is generally updated every two years.

**State Utilities Engineer** State representative responsible for management, oversight, and coordination of the state Utilities Accommodation Policy, who works with region representatives, state utility representatives, federal government representatives, and WSDOT executives.

**Stormwater Pollution Prevention Plan (SWPP)** The proposed efforts to reduce the downstream quality and quantity impacts of stormwater. May include TESC and SPCC plans.

**Structural Roadbed** See Roadway Prism.

**Subsequent Franchise Period** That period of time (up to, but not exceeding, 25 years) for which an initial franchise is renewed.

**Subsurface Utility Engineering (SUE)** To collect, identify, and depict existing underground utility facilities, recognizing the risks at precision levels A through D, with A being the most precise.

**Surety Agent** The bonding company or banking institution where the surety amount is held in trust.

**Surety Duration** The period during which a surety is held before release.

**Surety Holder** The utility owner who has engaged a Surety Agent to hold a surety on the Holder's behalf.

**Temporary Erosion and Sediment Control (TESC) Plan** A formal plan designed for an individual project for erosion and sediment control.

**Toe of Slope** See Slope.

**Transfer of Ownership** The process that transfers ownership of a utility from one entity to another. This process was previously known as Acceptance of Assignment.

**Transmittant** Of, or relating to, a transmission; the object being transmitted, such as electrical current, gas, water, and so on.

**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, it does not include shoulders, parking lanes, turning lanes, storage for turning lanes, bike lanes, or adjacent pedestrian paths. Generally described as the area between the outer edge stripes (also known as fog lines). (See also Auxiliary Lane.)

**Trenched Construction** Cutting an open trench for direct placement of a utility. (See also Open Trench.)

**Trenchless Construction** Installation of an underground utility that does not require the need to use open trench construction methods. Trenchless construction may include, but is not limited to, boring, jacking, auguring, horizontal directional drilling, slip-lining, pipe bursting, or other methods.

**Trust Agreement** Generally associated with federal agencies such as the Bonneville Power Administration (BPA), U.S. Army Corps of Engineers, and U.S. Forest Service. An agreement that establishes a trust account funded by WSDOT and accessed by the federal agency to pay for ongoing costs associated with the relocation of existing facilities or environmental documentation for a highway improvement project. For use only when the federal agency has property rights or regulatory responsibilities.

**Turnback Area** New or existing rights of way belonging to WSDOT that are planned to be transferred to a local agency once highway construction is complete. The department maintains utility accommodation approval and oversight authority for these areas prior to completion of the turnback procedure.

**UFP Holder Table** See Holder Table.

**Usable Shoulder** See Shoulder, Usable.

**Utility** A term denoting electric power, communication, cable television, water, gas, oil, petroleum products, steam, chemicals, sewage, drainage, irrigation, fire or police signal systems, and similar lines. Also, the term “utility” includes those utility-type facilities that are owned or leased by a government agency for its own use or otherwise dedicated solely to governmental use. The term utility does not include utility-type facilities required for the support, control, operation, and maintenance of the highway system if they are owned and controlled by the highway authority. The facilities may be privately, publicly, or cooperatively owned.

**Utility Accommodation** A generic term describing an allowance for a utility installation within the operating highway right of way.

**Utility Classification Criteria** The four elements of the Utility Classification Criteria are: Highway Number, County, Utility Type, and Utility Owner.

**Utility Classification Criteria Consolidation** The process by which all existing utility accommodation documents are combined into a single utility Franchise based on the Utility Classification Criteria.

**Utility Franchise and Permit (UFP)** A database maintained by WSDOT to track existing utility accommodation documents and existing utility facilities located within and abutting highway right of way.

**Utility Installation Project** Any authorized utility installation within the operating highway right of way.

**Utility Maintenance** Routine or other work necessary for the continued operation of a utility. Some highways require a preapproved Utility Maintenance Plan.

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## Agreement Edit Information

Return this form and original executed agreement to HQ Accounting Services

Agreement Review <input type="radio"/> Region Approved and Executed <input type="radio"/> HQ Agreement Review Transmittal Required		<b>Agreement Number</b>	<b>Supplement Number</b>
Agreement Retention <input type="radio"/> Retain Agreement for six (6) years after closure <input type="radio"/> Retain Agreement for Twenty-Fve (25) years after closure <input type="radio"/> Agreement requires permanent retention (75 years)		Agreement Manager	Region
Payor/Payee Name and Address	Org. Code	All Reports will be sent to this Organization Number	
	Start Date	Vouchers will not be paid for work performed before this date	
Federal Employer ID Number <b>OR</b> Social Security Number	End Date	Vouchers will not be paid for work performed after this date	
Project Title			
Project Description			
<b>Payable Agreement</b> Work by Others to be PAID by WSDOT		<b>Reimbursable Agreement</b> Work by WSDOT to be REIMBURSED by OTHERS	
Maximum Amount Payable		Amount Reimbursable to WSDOT	
Management Reserve Fund (Funds setup when requested)		Reciprocal Overhead Agreement Number (If applicable)	
Allowed Overrun Percent		Allowed Overrun Percent	
Preparer's Signature		Date	Phone

DOT Form 130-005 EF  
Revised 10/2008

### DOT Form 130-005 EF – Agreement Edit Information



# Blanket Bond for Franchises and Permits

Bond No. \_\_\_\_\_

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

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

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

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Principal: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_

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

Surety: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

DOT Form 224-012 EF  
Revised 6/95

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



## Special Provisions for Permits and Franchises

Permit/Franchise No. \_\_\_\_\_

Applicable provisions are denoted by (  )

- 1. No work provided for herein shall be performed until the Utility is authorized by the following Department representative:
  
- 2. A copy of the permit or franchise must be on the job site, and protected from the elements, at all times during any of the construction authorized by said permit/franchise.
- 3. In the event any milepost, right of way marker, fence or guard rail is located within the limits of this project and will be disturbed during construction, these items will be carefully removed prior to construction and reset or replaced at the conclusion of construction to the satisfaction of the Department. All signs and traffic control devices must be maintained in operation during construction.
- 4. Prior to construction, the Utility shall contact the Department's representative (listed under Special Provision Number 1) to ascertain the location of survey control monuments within the project limits. In the event any monuments will be altered, damaged or destroyed by the project, appropriate action will be taken by the Department, prior to construction, to reference or reset the monuments. Any monuments altered, damaged or destroyed by the Utility's operation will be reset or replaced by the Department at the sole expense of the Utility.
- 5. During the construction and/or maintenance of this facility, the Utility shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (Federal Highway Administration) and Washington modifications thereto. If determined necessary by the Department, the Utility shall submit a signing and traffic control plan to the Department's representative for approval prior to construction or maintenance operations. No lane closures shall be allowed except as approved by the Department representative. Approvals may cause revision of special provisions, including hours of operation.
- 6. Any changes or modifications to the approved franchise/permit shall be subject to prior review and approval by the Department. The Utility shall notify the Department's representative upon completion of the work under this permit/franchise so that a final inspection can be made and shall immediately furnish to the Regional Utilities Engineer a revised franchise or permit plan of the final location or relocation of its facilities if the original permit/franchise plans have been revised during the course of construction.
- 7. Prior to the beginning of construction, a preconstruction conference shall be held at which the Department and the Utility and utility's engineer, contractor, and inspector shall be present.
- 8. Should the Utility choose to perform the work outlined herein with other than its own forces, a representative of the Utility shall be present at all times unless otherwise agreed to by the Department representative. All contact between the Department and the Utility's contractor shall be through the representative of the Utility. Where the Utility chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. Failure to comply with this provision shall be grounds for restricting any further work by the Utility within the State right of way until said requirement is met. The Utility, at its own expense, shall adequately police and supervise all work on the above described project by itself, its contractor, subcontractor, agent, and others, so as not to endanger or injure any person or property.
- 9. The Utility agrees to schedule the work herein referred to and perform said work in such a manner as not to delay the Department's contractor in the performance of his contract.
- 10. Work within the right of way shall be restricted to between the hours of \_\_\_\_\_ and \_\_\_\_\_ and no work shall be allowed on the right of way Saturday, Sunday, or holidays, unless authorized by the Department. Any lane closures must be submitted for approval in advance of use. The hours of permitted closure may differ from the above noted hours.
- 11. If determined necessary by the Department, any or all of the excavated material shall be removed and replaced with suitable material as specified by the Department.
- 12. Wherever deemed necessary by the Washington State Department of Labor and Industries and/or the Department for the safety of the workers and the protection of the highway pavement, the sides of the trench (or excavation) shall be adequately supported to reduce the hazard to workers and prevent any damage by cracks, settlement, etc., to the pavement. No other work in the trench or excavation area will be allowed until this requirement is met.
- 13. All trenches, boring or jacking pits, etc. shall be backfilled as soon as possible and not left open during non-working hours unless covered with material of sufficient strength to withstand traffic loads or a method of protection approved by the Department.

DOT Form 224-030 EF  
Revised 11/09

Page 1

Exhibit "A"

**DOT Form 224-030 EF – Special Provisions for Permits and Franchises, Exhibit A**

Page 1 of 3

14. All slopes, slope treatment, top soil, ditches, pipes, etc., disturbed by this operation shall be restored to their original cross section and condition. All open trenches shall be marked by warning signs, barricades, lights and if necessary, flagmen shall be employed for the purpose of protecting the traveling public. Roadside operations may be specified by the Department's representative.
15. Where applicable, markers shall be placed at each right of way line for all crossings and placed every 152.400 meters (500 feet) for longitudinal facilities to include: company name, pipeline or cable identification, telephone number for contact, and the distance from the marker to the facility in meters (feet). Markers shall be placed so as to minimize interference with maintenance operations. Markers shall also be placed at all changes in offset distance from right of way line or centerline of highway.
16. The utility shall install detector tape or cable approximately 300 millimeters (12 inches) above the underground facility. The tape shall conform to the standards of the American Public Works Association Uniform Color Code.
17. In the event that construction and maintenance of the highway facility within the proximity of the utility installation becomes necessary during the period which the Utility will occupy a portion of the right of way, it is expressly understood that, upon request from the Department's representative, the Utility will promptly identify and locate by suitable field markings any and all of their underground facilities so that the Department or its contractor can be fully apprised at all times of its precise location.
18. The shoulders, where disturbed shall be surfaced with crushed surfacing top course \_\_\_\_\_ millimeter ( \_\_\_\_\_ inch ) minimum compacted depth, or as directed by the Department's representative. The surface of the finished shoulder shall slope down from the edge of pavement at the rate of 5% unless otherwise directed. The restored shoulder must not have any strips or sections less than 0.6 meter (2 feet) wide. The restored shoulder shall be surfaced
19. Utility facilities or casings for facilities crossing under roadways surfaced with oil, asphalt concrete pavement or cement concrete pavement shall be accomplished by use of appropriate equipment to jack, bore, or auger the facility through the highway grade with a minimum depth of 1.52 meters (5 feet) minimum along any point from the top of facility to the finished road grade and a minimum of 1.07 meters (3.5 feet) depth from bottom of ditch to top of facility. Casing requirements for facilities are denoted by special provision 20. Any allowable open trench construction will be specifically provided for by special provision No. 21, if denoted.
20. Facilities to be placed within encasement are specified individually or in whole on the attached exhibits.
21. Open trench construction will be allowed only at those locations identified on the plan exhibits and/or listed on Exhibit (s) \_\_\_\_\_, with restoration to be performed as noted on the attached "Open Cut Detail," Exhibit \_\_\_\_\_.
22. The Utility agrees to be responsible for any construction deficiencies as a result of the roadway installation.
23. No routine maintenance of this facility will be allowed within the limited access area.
24. Maintenance of this facility will not be permitted from the shoulders, through traffic roadways, or ramps of SR \_\_\_\_\_ and all service to this facility will be by access from \_\_\_\_\_.
25. Construction of this facility will not be permitted from the shoulders, through traffic roadways, or ramps of SR \_\_\_\_\_. All construction access will be from \_\_\_\_\_.
26. Bond coverage required to ensure proper compliance with all terms and conditions of said permit/franchise will be furnished by a Blanket Surety Bond held by the Department at the WSDOT Headquarters.
27. The Utility shall provide to the Department in the amount of \$ \_\_\_\_\_, a surety bond written by a surety company authorized to do business in the State of Washington or an escrow account with a bank approved by the Department, prior to start of construction, to insure compliance with any and all of the terms and conditions of this permit/franchise. Said bond/account to remain in force for a period ending one year after date of completion of construction, except the Utility shall be required to maintain said bond/account for a period of two years after completion of construction where the installation of the utility facility disturbs the traveled lanes
28. The utility agrees to underground the aboveground facilities covered by this franchise in Scenic Classes "A" and "B", as defined on attached Exhibit(s) \_\_\_\_\_, either at the time of major reconstruction of the facility, for that portion of facility to be reconstructed, or prior to expiration of this franchise.
29. The Utility agrees to underground the aboveground facilities covered by this franchise in Scenic Classes "A", "AX", "B", and/or "BX", as defined on attached Exhibit(s) \_\_\_\_\_, at the time the pole owner undergrounds its facility. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX", if acceptable to the Department.
30. The Utility agrees to underground or relocate aboveground the existing aboveground facilities in Scenic Classes "AX" and "BX", as defined on attached Exhibit(s) \_\_\_\_\_ to a location acceptable to the Department either at the time of major reconstruction of the line, for the portion of line to be reconstructed, or prior to the expiration of this franchise. The existing aboveground facilities may remain in their present location if acceptable to the Department.
31. Neutral conductors associated with circuits of 0 to 22 Kilovolts where the neutral is considered to be 0 - 750 Volts may have a vertical clearance the same as guys and messengers, provided the facility is grounded at each pole at each end of the crossing.
32. The responsibility of the Utility for proper performance, safe conduct, and adequate policing and supervision of the project shall not be lessened or otherwise affected by Department approval of plans, specifications, or work or by the presence at the work site of Department representatives, or by compliance by the Utility with any requests or recommendations made by such representatives.
33. All material and workmanship shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition, and amendments thereto, and may be subject to inspection by the Department.
34. The Utility is responsible for compliance with all federal, state, and local laws pertaining to the discharge received by the Department under this permit/franchise.

35. For UTILITY 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" (hereinafter "Construction Stormwater General Permit"), the UTILITY shall obtain said permit coverage and shall comply with all requirements of the Construction Stormwater General Permit. The UTILITY shall provide the STATE with documentation of coverage under the Construction Stormwater General Permit within thirty (30) days of the date issued by the State of Washington Department of Ecology. In the event that the STATE covers the UTILITY work under the STATE's Construction Stormwater General Permit coverage, the UTILITY shall comply with all requirements of the Construction Stormwater General Permit for the UTILITY work.
36. The UTILITY, on behalf of itself and its contractors, officers, officials, employees, and agents, shall indemnify, hold harmless, and defend at its sole cost and expense the STATE, 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's requirements. Nothing in the Section is intended to be construed as a requirement for an indemnification against the sole negligence of the STATE.



# Individual Bond for Franchise and Permit

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_ of \_\_\_\_\_ County \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are jointly and severally bound unto the STATE OF WASHINGTON in the sum of \_\_\_\_\_ DOLLARS, for payment of which to the State of Washington, we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, firmly by these presents.

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

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

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Principal: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_

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

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

Surety: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

DOT Form 224-048 EF  
Revised 6/95

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



**Washington State  
Department of Transportation**

<b>Utility Construction Agreement</b>		Utility Name and Address
Work by State - Utility Cost		
Agreement Number	Region	Project Title / Location
State Route	Mileposts From                      To	
Estimated Agreement Amount \$		Advance Payment 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 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;  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, 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 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.
- 1.6 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.
- 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 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 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 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 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 five (5) working days. STATE notification shall not be required for UTILITY-requested changes. The UTILITY agrees to pay all costs associated with the changed Work, 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 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 \_\_\_\_\_



<h2 style="text-align: center;">Utility Construction Agreement</h2> <p style="text-align: center;">Work by State - Shared Cost</p>			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 \_\_\_\_\_



<b>Utility Preliminary Engineering Agreement</b> Work by Utility - State Cost			Utility Name and Address	
Agreement Number		Region		Project Title / Location
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.

- 1.4 The UTILITY agrees to provide the STATE a copy of its PS&E, including the identification of betterments, if any. The STATE will review for acceptance of the PS&E to ensure that it is in compliance with STATE requirements and standards prior to incorporating it into the STATE project plans. The Parties agree to comply with the document submission and review process as identified in Exhibit A, Special Provisions, including the Scope of Work.
- 1.5 If the UTILITY is not adequately staffed or equipped to perform all of the Work required herein, the UTILITY may have all or part of the Work performed by consultant(s) under a contract let by the UTILITY or have the Work performed under an ongoing contract with a UTILITY consultant. UTILITY consultant(s) shall be in good standing with the STATE, and the UTILITY shall provide to the STATE for STATE review a cost estimate for the Work to be performed by the UTILITY's consultant(s).

## 2. PAYMENT

- 2.1 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.
- 2.2 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) calendar 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.
- 2.3 The UTILITY shall submit a final billing to the STATE within ninety (90) calendar days following completion of the Work.

## 3. CHANGE IN WORK OR COST INCREASE

- 3.1 The STATE agrees that the amount shown in Exhibit B may not reflect the actual costs of the Work. Should the UTILITY determine that the Work costs for which the STATE is responsible might exceed the cost estimate, the UTILITY shall immediately notify the STATE before performing any Work in excess of the Exhibit B estimate. The STATE and the UTILITY will, if necessary, amend Exhibit B to revise the cost estimate before the UTILITY incurs costs above the amount shown in Exhibit B.
- 3.2 Should it be necessary to modify the Scope of Work, 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.

## 4. RIGHT OF ENTRY

- 4.1 The STATE hereby grants to the UTILITY a right of entry onto all lands in which it has an interest for 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 5.4.
- 4.2 The UTILITY agrees to obtain rights of entry, if needed, upon all privately owned lands necessary to perform the Work. The UTILITY also agrees to obtain all necessary permissions for the STATE to enter upon such lands, if required, for the duration of this Agreement. 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 5.4.

## 5. GENERAL PROVISIONS

- 5.1 Indemnification: The UTILITY shall indemnify and hold harmless the STATE and its agents, 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 STATE and its agents, employees and/or officers, arising out of, in connection with, or incident to the Work performed by the UTILITY pursuant to the terms of this Agreement. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the UTILITY and (b) the STATE, its agents, employees, and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the intentional or negligent acts or omissions of the UTILITY; Provided further, that nothing herein shall require the UTILITY to hold harmless or defend the STATE, its agents, employees, and/or officers from any claims arising from the sole negligence of the STATE, its agents, employees, and/or officers. This indemnification shall survive any termination of this Agreement
- 5.2 Disputes: If a dispute occurs between the UTILITY and the STATE at any time during the performance of the Work pursuant to this Agreement, 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.
- 5.3 Venue: In the event that either Party to this Agreement deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties 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.
- 5.4 Termination: Neither the STATE nor the UTILITY may terminate this Agreement without the concurrence of the other Party. Termination shall be in writing and signed by both Parties.
- 5.5 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.
- 5.6 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.
- 5.7 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 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.
- 5.8 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 \_\_\_\_\_



**Washington State  
Department of Transportation**

<b>Utility Preliminary Engineering Agreement</b> Work by State – Utility Cost			Utility Name and Address	
Agreement Number		Region		Project Title / Location
Control Section	State Route	Mileposts From	To	
Estimated Agreement Amount			Estimated Agreement Amount	

This Utility Preliminary Engineering 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 or construct certain UTILITY facilities, and

WHEREAS, it is deemed to be in the best public interest for the STATE to develop the preliminary engineering, including the preparation of plans, specifications and cost estimate, herein the "Work," for the removal, relocation and/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, and

WHEREAS, the UTILITY is responsible for (1) the cost of the Work associated with 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,

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 ESTIMATES**

- 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 said 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 STATE agrees to perform, at the UTILITY's sole cost and expense, the preliminary engineering, including the preparation of plans, specifications and cost estimate, herein the "Work," for the removal, relocation and/or construction of the UTILITY's facilities as part of the STATE's Project to the UTILITY's specifications and/or requirements. The UTILITY agrees to provide the STATE all applicable standards, industry requirements, regulations, codes, or other pertinent information prior to performing the Work. Exhibit A, Special Provisions, including a Scope of Work, and Exhibit C, Plans, are attached.

- 1.4 The UTILITY agrees that when the STATE performs the Work and a consultant is designing the STATE Project, the STATE consultant may also be utilized for the purposes of performing the Work, including incorporating the Work into the STATE construction contract.
- 1.5 The STATE shall provide the Work to the UTILITY for review and approval. The UTILITY agrees to review the Work within \_\_\_\_\_ ( \_\_\_\_\_ ) working days and shall: (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, or (b) deliver to the STATE written reasons why the Work does not comply with the applicable standards, industry requirements, regulations, codes or other pertinent information supplied by the UTILITY. The UTILITY agrees to work diligently and in good faith with the STATE to resolve any issues so as not to delay advertisement of the STATE Project. If all issues are resolved, the UTILITY agrees to deliver to the STATE a letter of acceptance of the Work which includes a release and waiver of all future claims or demands of any nature resulting from the performance of the Work.
- 1.6 The UTILITY shall be responsible for all costs it incurs in reviewing the Work.
- 1.7 The Parties agree that the STATE is under no obligation to the UTILITY to perform the Work, except as agreed to under this Agreement. Therefore, if the inclusion of the UTILITY Work threatens to delay the STATE's Project, the STATE shall have the unilateral authority to delete the UTILITY Work from the STATE Project and terminate this Agreement. The STATE shall immediately notify the UTILITY of such actions. The UTILITY agrees that it will be responsible for costs incurred by the STATE up to the date of termination, and the STATE agrees to provide to the UTILITY all Work-related documents upon final payment by the UTILITY.
- 1.8 The UTILITY agrees that should the Work be terminated, it shall continue to be obligated to timely design remove, relocate and/or construct 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. PAYMENT

- 2.1 The UTILITY agrees that it shall be responsible for the actual direct and related indirect costs of the Work to be performed by the STATE. 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, attached.
- 2.2 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.
- 2.3 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 costs up to the date of termination and all non-cancellable items. The STATE agrees to provide to the UTILITY all Work-related documents upon final payment by the UTILITY.
- 2.4 The UTILITY, in consideration of the faithful performance of the Work to be performed 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. 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.

## 3. CHANGE IN WORK OR COST INCREASE

- 3.1 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work for which the UTILITY is responsible, 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.

- 3.2 If a change in Project design occurs that will affect the Work, the STATE will inform the UTILITY, in writing, of such change and the UTILITY shall respond giving notice of its acceptance or rejection of the change, in writing within \_\_\_\_\_ ( \_\_\_\_\_ ) working days of receiving the notice. If the UTILITY rejects the change, the Parties agree to diligently and in good faith work together to reach a mutual resolution. Otherwise, either Party may terminate this Agreement. If terminated, the UTILITY agrees to pay all costs incurred up to the date of termination, including non-cancellable items, and the STATE agrees to provide to the UTILITY all Work-related documents upon final payment by the UTILITY. The UTILITY agrees that should the Work be terminated, it shall continue to be obligated to timely design, remove, relocate and/or construct 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.

#### 4. RIGHT OF ENTRY

- 4.1 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.

#### 5. GENERAL PROVISIONS

- 5.1 Indemnity: 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.
- 5.2 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.
- 5.3 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 attorney fees and costs.
- 5.4 Termination:
- 5.4.1 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 STATE shall be reimbursed for all actual direct and related indirect expenses and costs incurred up to the date of termination associated with the UTILITY Work. 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.

5.4.2 Unless otherwise provided herein, the STATE may terminate this Agreement, upon thirty (30) 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 incurred by the STATE up to the date of termination. 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.

5.5 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.

5.6 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.

5.7 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.

5.8 Working Days: Working days 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 \_\_\_\_\_

 <p><b>Washington State Department of Transportation</b></p>	<h2 style="margin: 0;">Application for Utility Permit or Franchise</h2>
Permit/Franchise No. <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></span>	
<b>Applicant - Please print or type all information</b>	
Application is Hereby Made For: <input type="checkbox"/> Permit <input type="checkbox"/> Franchise <input type="checkbox"/> Franchise Consolidation \$300.00 <input type="checkbox"/> Franchise Renewal \$250.00 <input type="checkbox"/> Category 1 \$500.00 <input type="checkbox"/> Category 2 \$300.00 <input type="checkbox"/> 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) MilePost _____ to Mile Post _____ in _____ County, to begin in the _____ Section _____ Township _____ North: Range _____ West/East W.M. and end in the _____ Section _____ Township _____ North: Range _____ West/East W.M.	
Fees in the amount of \$ _____ are paid to defray the basic administrative expense incident to the processing of this application according to WAC 468-34 and RCW 47.44 and amendments. The applicant further promises to pay additional costs incurred by the Department on the behalf of the applicant.	
<b>Checks or Money Orders are to be made payable to "Washington State Department of Transportation."</b>	
Applicant (Referred to as Utility) _____ Address _____ City _____ State _____ Zip Code _____ Telephone _____ Applicant Reference (WO) Number _____	Applicant Authorized Signature _____ Print or Type Name _____ Title _____ Dated this _____ day of _____, _____ Federal Tax ID Number or Social Security Number _____
<b>Authorization to Occupy Only if Approved Below</b>	
The Washington State Department of Transportation referred to as the "Department," hereby grants this document (Permit or Franchise as applicable) subject to the terms and conditions stated in the General Provisions, Special Provisions, and Exhibits attached hereto and by this reference made a part hereof: Construction facilities proposed under this application shall begin within one year and must be completed within three years from date of approval	
<b>For Department Use Only</b>	
Exhibits Attached _____	<b>Department Approval</b> By: _____ _____ Title: _____ Date: _____ Expiration Date: _____

DOT Form 224-696 EF  
Revised 2/10

### General Provisions

1. This document is subject to RCW 47.32, RCW 47.44 and WAC 468-34 and amendments thereto.
2. The Utility, its successors and assigns agree to indemnify, defend and hold the State of Washington, its officers and employees harmless from all claims, demands, damages, expenses or suits that: (1) arise out of or are incident to any negligence by the Utility, its agents, contractors or employees in the use of the highway right of way pursuant to this document or (2) are caused by the breach of any of the conditions of this document by the Utility, its contractors, agents or employees. Any action for damages against the State of Washington, its agents, officers, contractors or employees arising out of damages to a utility or other facility located on the highway right of way shall be subject to the provisions of RCW 47.44.150. The Utility, and on behalf of its assigning, agents, licensees, contractors and employees agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it or its agents, contractors, licensees, employees or customers in connection with Utility's, its assigns' agents', contractor's licensees' or employee's construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this document against the State of Washington, its agents, or employees except the reasonable costs of repair to property resulting from the negligent injury or damage to Utility's property by the State of Washington, its agents, contractors or employees.
3. Whenever necessary for the construction, repair, improvement, alteration, or relocation of all or any portion of said highway as determined by the Department, or in the event that the lands upon which said highway is presently located shall become a new highway or part of a limited access highway, or if the Department shall determine that the removal of any or all facilities from the said lands is necessary, incidental, or convenient to the construction, repair, improvement, alteration, or relocation of any public road or street, the Utility shall, upon notice by the Department, relocate or remove any or all of such facilities from said highway as may be required by the Department at the sole expense of the Utility to whom this document is issued or their successors and assigns.
4. All such changes, reconstruction, or relocation by the Utility shall be done in such manner as will cause the least interference with any of the Department's performance in the operation and maintenance of the highway.
5. This document shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting rights of like or other nature or other public or private utilities, nor shall it prevent the Department from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
6. The department may revoke, amend, or cancel this permit at any time by giving written notice to the Utility. The Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after written notice of cancellation will be removed by the Department at the expense of the Utility.
7. Any breach of any of the conditions and requirements herein made, or failure on the part of the Utility of this franchise to proceed with due diligence and in good faith with construction work hereunder shall subject this franchise to cancellation after a hearing before the Department, of which said hearing the Utility shall be given at least 10 days written notice, if at that time the Utility is a resident or is doing business in the State of Washington; otherwise, by publishing a notice of said hearing once a week for two consecutive weeks in a newspaper of general circulation in Thurston County, Washington, the last publication to be at least 10 days before the date fixed for said hearing.
8. The Utility shall maintain at its sole expense the structure or object for which this document is granted in a condition satisfactory to the Department.
9. Upon failure, neglect, or refusal of the Utility to immediately do and perform any change, removal, relaying, or relocating of any facilities, or any repairs or reconstruction of said highway herein required of the Utility, the Department may undertake and perform such requirement, and the cost and expense thereof shall be immediately repaid to the Department by the Utility.
10. Upon approval of this document, the Utility shall diligently proceed with the work and comply with all provisions herein.
11. Whenever it is deemed necessary for the benefit and safety of the traveling public, the Department hereby reserves the right to attach and maintain upon any facility by the Utility under this document any required traffic control devices, such as traffic signals, luminaires, and overhead suspended signs, when the use of such devices or attachments does not interfere with the use for which the facility was constructed. The Department shall bear the cost of attachment and maintenance of such traffic control devices, including the reasonable cost of any extra construction beyond normal; such extra cost to be determined jointly by the Department and the Utility of this document. It is not to be construed that the Department is to share in the normal cost of installation, operation, or maintenance of any of the facilities installed under this document.
12. No assignment or transfer of this franchise in any manner whatsoever shall be valid nor vest any rights hereby granted until the Department consents thereto and the assignee accepts all terms of this franchise. Attempting to assign this franchise without Department consent shall be cause for cancellation as herein provided.
13. No excavation shall be made or obstacle placed within the limits of the State highway in such a manner as to interfere with the travel over said road unless authorized by the Department.
14. If the work done under this document interferes in any way with the drainage of the State highway, the Utility shall wholly and at its own expense make such provisions as the Department may direct to take care of said drainage.
15. On completion of this work, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Department.
16. All of the work shall be done to the satisfaction of the Department, and all costs incurred by the Department shall be reimbursed by the Utility.
17. The Utility pledges that performance of routine cutting and trimming work will be accomplished in such a manner that the roadside appearance will not be disfigured. When major work is involved or damage to roadside appearance may become significant, the Utility shall secure the approval of the Department in advance of the work.
18. The Utility hereby certifies that the facilities described in this document are 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 224-696 EF  
Revised 2/10





## Application for Utility Permit or Franchise for United States Government Agencies

Permit/Franchise No.

**Applicant - Please print or type all information**

Application is Hereby Made For:  Permit  Category 1  
 Franchise  Amendment  Category 2  
 Franchise Consolidation  Category 3  
 Franchise Renewal

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

\_\_\_\_\_ on a portion of  
 State Route \_\_\_\_\_ (at/from) MilePost \_\_\_\_\_ to Mile Post \_\_\_\_\_ in \_\_\_\_\_ County,  
 to begin in the \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ North: Range \_\_\_\_\_ West/East W.M.  
 and end in the \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ North: Range \_\_\_\_\_ West/East W.M.

**The Applicant agrees to reimburse the Department for additional costs incurred that are beyond the basic administrative expense incident to the processing of this application in accordance with WAC 468-34 and RCW 47.44 and amendments.**

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

**Authorization to Occupy Only If Approved Below**

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

**For Department Use Only**

Exhibits Attached	<p><b>Department Approval</b></p> <p>By: _____</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Expiration Date: _____</p>
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DOT Form 224-699 EF  
Revised 1/2010

## 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

## DOT Form 224-699 EF – Application for Utility Permit or Franchise for United States Government Agencies

Page 2 of 2



# Inspector's Daily Report

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

<b>Work Activity Summary</b> Description and Location   	<b>Pay Note Made Today?</b> <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. <b>Required Backup Samples Taken</b> 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	Stdbby	Down

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		

**Traffic Control**

Was Traffic Control Required Today?  Yes  No      Was WZTC according to approved TCP?  Yes  No

Photos/Videos taken Today?  Yes  No      Do all Flaggers and Spotters have current flagging card?  Yes  No

**Inspector's On Site Hours**

From _____	Inspector _____
To _____	Reviewed By _____

DOT Form 422-004 EF  
Revised 03/2008

## DOT Form 422-004 EF – Inspector's Daily Report



## 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

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



**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

**DOT Form 422-014 – Construction Project Diary**

### Agreement Transmittal Checklist

**This checklist should be completed and accompany all agreements submitted for review and approval by the Headquarters Utilities Unit.**

1. Agreement #:            Amendment #:            SR #:            CS #:
2. Section:
3. Work Order or Contract #:  
Project Identification (PIN #) if applicable:
4. Advertisement & Award by: HQ  Region  N/A  AD Date
5. SR Milepost Range of Work: From            To
6. Federal Employee Identification No. of Agency:            OR  
Social Security No. of Individual:
7. Yes  No             Rush (Standard Processing Unless Justified)?  
Justification for Rush:
8. Yes  No  N/A             State Funding Involved?  
Highway Program Category:  
If Yes: I  P  M2  Q  OTHER
9. Yes  No  N/A             Federal Funds Involved?  
If Yes, Federal-Aid #:
10. Yes  No             Agreement Edit Information Form Attached?
11. Yes  No  N/A             Indirect Cost Rate (Administrative Overhead) Included?  
If No, Reason:
12. Yes  No  N/A             Statement Recognizing Proration of Mobilization,  
Engineering Added to Cost Estimate (if Appropriate)?
13. Yes  No  N/A             Change Order Attached if Work is Under State Contract?  
If Yes, Change Order #:
14. Yes  No  N/A             Advance Payment Amount Included for State Work?  
If No, Reason:
15. Other Comments or Additional Information:

### Agreement Transmittal Checklist



### ASSIGNMENT OF ESCROW ACCOUNT

This assignment is for the purpose of fulfilling the requirement of bonding collateral for installation of various utility installations within the public highway right of way on behalf of \_\_\_\_\_. The undersigned does hereby assign, transfer, and set over unto the State of Washington all right and title to \$ \_\_\_\_\_ on Account Number \_\_\_\_\_ in the \_\_\_\_\_ branch of, \_\_\_\_\_ bank, in the name of \_\_\_\_\_ with full power and authority to demand, collect, and receive said deposit, and to give receipt and acquittance therefore, for the uses and purposes prescribed above. It is understood and agreed that \_\_\_\_\_ branch, \_\_\_\_\_ bank holds the Certificate covering said account in its possession and agrees to hold \$ \_\_\_\_\_ until a release of this assignment from the State of Washington, Department of Transportation is received. The interest shall be payable to \_\_\_\_\_.

Signed and dated at \_\_\_\_\_, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title  
\_\_\_\_\_  
Company or Organization  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip Code

#### Acceptance

The undersigned hereby accepts the foregoing Assignment of Escrow Account, in the amount of \$ \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title  
\_\_\_\_\_  
Name of Financial Institution  
\_\_\_\_\_  
Branch Address  
\_\_\_\_\_  
City, State, Zip Code

**Washington State Department of Transportation**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title  
\_\_\_\_\_  
Date

### Assignment of Escrow Account

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

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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 limitation 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 construction, reconstruction, operation and maintenance, under the Federal Reclamation Laws, within the State of Washington, of irrigation, drainage, water delivery, and reclamation projects (hereinafter called projects), 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

**Blanket Crossing Agreement With USBR***Page 10 of 28*

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 workman-like 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 workman-like 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. 174r-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. E. 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 Commis-  
sion 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. E. Otis  
Notary Public in and for the  
State of Washington  
Residing at Olympia

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







Utility Permit or Franchise Application  
**Control Zone Location I and II**  
**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 4, *Regional Considerations*. (It is attached for your information only.)

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

Check those that apply:

- WSDOT operating right of way is not adequate to accommodate utility objects outside 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)

All of the following must be addressed and included with this Variance Justification Questionnaire for the application to be considered:

1. Reason utility cannot be located as a Location III Object:

---

2. Is installation outside the Control Zone limits extremely difficult or impossible?  Yes  No  
 If yes, explain why:

---

3. Is installation outside the Control Zone limits unreasonable costly?  Yes  No  
 If yes, explain why. Provide sufficient information to support this claim, such as cost analyses or alternative cost comparisons:

---

4. Describe alternative routes, construction methods, or alternatives considered but rejected in favor of the current proposal.

---

5. Provide the following items to substantiate your justification request:
  - Photos of area of installation.
  - Plans illustrating the alternatives considered.
  - Roadway cross sections, slope areas, and terrain features (include dimensioning from the edge of traveled way and right of way boundary).

6. Was the use of alternative countermeasures considered?  Yes  No  
If yes, describe the countermeasures used or considered but rejected. If no, explain why not:

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

The utility must complete the following section before the Variance Justification will be considered by WSDOT. Complete calculations must be included showing the limits of the Control Zone and the location of each aboveground utility object within the operating right of way. These calculations must be based on actual field measurements at each proposed aboveground utility location.

**Basis for Control Zone Calculations**

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.

**Control Zone Criteria**

The Control Zone distance must be determined using the Control Zone Distance Table (see Figure 1) and/or the following five criteria, depending on conditions 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.

**Criteria 1: Cut Section With No Ditch or Fill Section**

The Control Zone Distance is read directly from the Control 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.

**Criteria 2: Ditch Sections With Foreslopes 4H:1V or Flatter**

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.

**Criteria 3: Ditch Section With Foreslope 3H:1V or Steeper – Backslope Steeper Than 3H:1V**

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

**Criteria 4: Ditch Sections With Foreslopes 3H:1V or Steeper – Backslopes 3H:1V or Flatter**

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

**Criteria 5: Traveled Way**

The Control Zone distance is the distance found in the Control Zone Distance Table (see Figure 1) applied from the edge of the through traffic lane, including passing, truck climbing, weaving, and speed change lanes. Where curb exists, the Control Zone is 10 feet beyond the face of curb for speeds of 35 mph or less. In cities, see the adopted City Control Zone. Also, see the *Design Manual* for Control Zone determination in restricted urban areas.

**Control Zone Location I and II Variance Request Justification Questionnaire**

**Control Zone Distance Table**

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

\*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.

**Notes:**

- 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.)
- Distances are in feet, from edge of traveled way, which is defined as that portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning.

**Control Zone Distance Table**

**Control Zone Location I and II Variance Request Justification Questionnaire**

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.

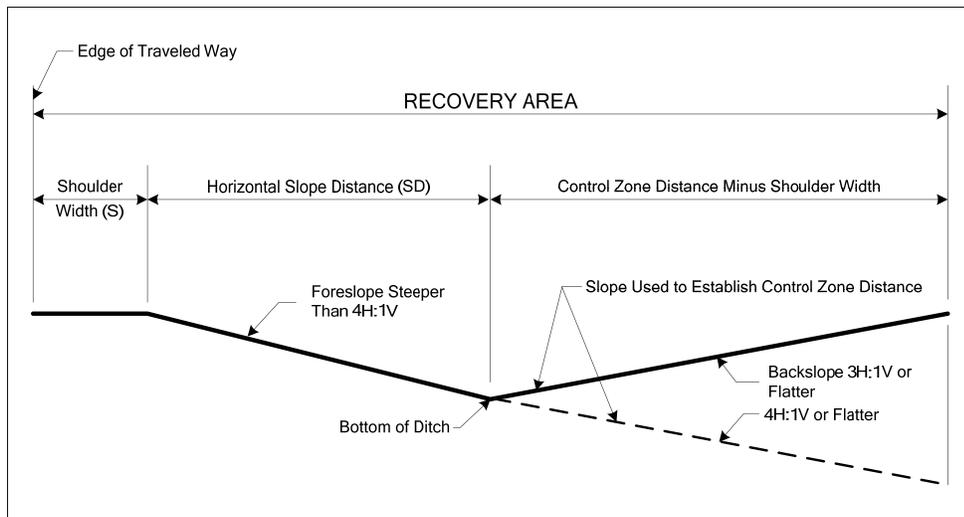
$$\text{Recovery Area} = S + Sd + (CZ - S)$$

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** (to be completed by WSDOT)

**Variance Assessment**

Were alternative designs or routes considered and presented in the Variance Justification package?  Yes  No

If no alternatives were included, the Variance Request should be denied. If no alternatives were provided and the request is being considered for approval, clearly document the reasons for not requiring alternative investigations, and maintain documentation in the application file indefinitely.  Justification denied  
 Justification considered for approval

**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 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 the 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 application approval or denial:

**Control Zone Location I and II Variance Request Justification Questionnaire**



Utility Permit or Franchise, or General Permit Application

## Environmental Impact Checklist

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 answers or explanations will delay review of your application. WSDOT staff must complete Section 3, *Regional Considerations*. (It is attached for your information only.) Once all questions are answered, please forward to:

### SECTION 1 – CONSTRUCTION IMPACT CHECKLIST (to be completed by applicant)

Will any soil excavation, digging, removal, or disturbance be necessary in the course of your installation?  Yes  No

Are there any streams or stream crossings, standing bodies of water, or storm drainage systems within the work zone?  Yes  No

Are there any streams or stream crossings, standing bodies of water, or storm drainage systems within 200 feet of the work zone?  Yes  No

Are you aware of any wetlands in or near the work zone that may be directly or indirectly impacted by your work?  Yes  No

Is there any removal or clearing of trees, plants, or other vegetative material planned, required, or potentially necessary to complete your proposed work?  Yes  No

Note: If you answered **Yes** to **ANY** of the above questions, a Temporary Erosion and Sediment Control (TESC) Plan, a Stormwater Pollution Prevention Plan (SWPP), and/or a Spill Prevention Control Countermeasures (SPCC) Plan may be required before your application can be approved.

### SECTION 2 – DRAINAGE (to be completed by applicant)

Does the proposed work involve a storm drainage connection, or work in or around a storm drainage system?  Yes  No

## Environmental Impact Checklist

Page 1 of 2

**SECTION 3 – 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 the parent franchise 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 WSDOT agrees that 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 the 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  
**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:

**Limited Access Encroachment Variance Request Justification Questionnaire**



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**

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:

\_\_\_\_\_

**Open Cut Pavement Variance Request Justification Questionnaire**

**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:

**Open Cut Pavement Variance Request Justification Questionnaire**

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. { }

**QUITCLAIM DEED**

{Notary Acknowledgment page}

RES-306

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

**Quitclaim Deed**  
*Page 3 of 4*

**QUITCLAIM DEED**

EXHIBIT A

{ }

Grantor's Initials
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Page { page } of { numpages } pages Parcel No. { }

**Quitclaim Deed**  
**Page 4 of 4**



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

**Roadway Prism Open Trench Variance Request Justification Questionnaire**

**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:

**Roadway Prism Open Trench Variance Request Justification Questionnaire**



Utility Permit or Franchise Application  
**Scenic Classification**  
**Variance Request**  
**Justification Questionnaire**

Permit/Franchise #:		Date:
SR:	MP Limits:	
Applicant:		<b>Scenic Classification:</b>
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:

**Scenic Classification Variance Request Justification Questionnaire**



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:

**Shallow Depth Installation Variance Request Justification Questionnaire**

**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

**Shallow Depth Installation Variance Request Justification Questionnaire**

**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:

**Shallow Depth Installation Variance Request Justification Questionnaire**





Title/Chapter	Purpose
47.17	State highway routes defined
47.24	City streets as part of state highways
47.24.010	DOT shall determine which streets form a part of the state highway: certify to city
47.24.020	Jurisdiction of state and city
47.24.020(1)	DOT must secure city approval to change grade except on L/A highway
47.24.020(2)	City responsible beyond curbs or portion of highway used for highway purposes; title to L/A R/W vests in state
47.24.020(3)	DOT may prohibit overhead banners, etc., less than 20 ft above roadway
47.24.020(4)	City shall maintain underground facilities; restoration to meet DOT requirements
47.24.020(5)	City may grant right to open surface; restoration to meet DOT requirements
47.24.020(6)	City shall provide illumination, street /inlet cleaning, snow removal, except state shall plow snow when necessary; state assumes slope responsibility for safety with city population 25,000 or less; 3 yr transition period when reaching 25,000 population; state illumination of any L/A facility
47.24.020(7)	DOT has right to use storm sewers, solely construct/share drain improvement costs
47.24.020(8)	City has exclusive right to grant franchises not in conflict with state laws and rules; state is authorized to enforce franchises; DOT approves public transportation franchises
47.24.020(9)	City franchises must require roadway restoration to DOT requirements
47.24.020(10)	City issues overload, etc., permits subject to DOT printed regulations
47.24.020(11)	City regulates & enforces traffic/parking; state approves regulations not identical to state law
47.24.020(12)	DOT responsible for route markers & directional signs—not street signs
47.24.020(13)	DOT responsible for traffic control signals, signs, and devices in cities with 25,000 population or less; Cities in excess of 25,000 population shall install and operate signals, signs, and devices at their expense
47.24.020(14)	Parking revenue belongs to city
47.24.020(15)	R/W acquired by either; title vests in city
47.24.020(16)	City failure to perform obligations may result in state performance at city expense per RCW 47.24.050
47.24.030	Acquisition of R/W – DOT may acquire R/W including via condemnation
47.24.040	Street Fund – Expenditures – City MV Funds shall be disbursed for hwy/ street purposes
47.24.050	Aid on streets by state or county – State or county may be authorized to assist city and be paid from city MV Funds
47.26	Transportation Improvement Board – Development in urban areas – Urban arterials – Small city paving
47.28	Construction & maintenance of highways; minimum R/W width 100'; plans, bidding, state forces; flood damage
47.28.140	Cooperative agreements
47.30	Trails and paths

Title/Chapter	Purpose
47.44	Franchises on state highways
47.44.010	Franchise – Application & hearing rules
47.44.010(1)	DOT may grant utility & urban transportation use of state highway
47.44.010(2)	Application written, signed, & name jurisdictions
47.44.010(3)	DOT shall adopt hearing rules where utility construction disrupts traffic or surrounding environment
47.44.020	Grant of franchise – Conditions & hearing
47.44.020(1)	DOT may grant with reasonable compensation where utilities will least interfere
47.44.020(2)	DOT must conduct any hearing – utility to produce facts
47.44.020(3)	Franchise subject to removal at holder expense or RCW 47.44.030 (reimbursable)
47.44.020(4)	Utility is liable for personal injury or damages, for state inspection & loss of pavement life: non-exclusive franchise – life not to exceed 50 yrs
47.44.020(5)	Franchisees may make claim against others in joint trench situations
47.44.030	Removal – Notice – Reimbursement: Where DOT deems it necessary for safety, construction, maintenance, etc., DOT shall notify utility to remove at utility's expense or reimbursable notwithstanding contrary law when Fed pays 90% on National Highway System (NHS)
47.44.031	Removal – Limitation reimburse only after June 30, 1959
47.44.040	Franchises across joint bridges – DOT may join other jurisdictions in granting franchises on jointly owned bridges
47.44.050	Permit for short distances
47.44.050(1)	Permit for no longer than 300 ft along highway, apply, may be cancelled on 30 days notice, removal by law
47.44.050(2)	Permit holder financially responsible for trenching not completed & loss of pavement life; may claim against joint trench partners
47.44.060	Penalties
47.44.060(1)	Unlawful occupancy is a "daily" misdemeanor
47.44.060(2)	Unlawful occupancy is liable for civil penalty of \$100 per day, 45 days after receipt of notice from DOT
47.44.060(3)	Unlawful occupancy beyond 45 days may result in state removal at utility's expense
47.44.070	Toll facility franchises re: RCW 47.56.256 (ferry & toll facilities)
47.44.081	Chapter does not apply to wireless service facilities re: RCW 47.04.045
47.44.150	Measure of damages – State liability for state damage to utility facility limited to cost of repair and recoverable only where utility is legally authorized; also see RCW 19.122.070(1) {\$1,000 civil penalty where non-explosive} (2) {treble damages for malicious damage to a field marked underground facility} & where notice is not given in compliance with RCW 19.122.030 {2 business days' notice for any excavation over 12 inches deep}
47.50	Highway access management – developer intersection construction
47.52	Limited Access Facilities