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**Utility:**

The above-noted Permit, Franchise or Franchise Amendment, as further defined in the Utility Accommodation Application, is subject to the terms and conditions stated in the General Provisions, as well as all Exhibits attached hereto and by this reference made a part hereof.

**Exhibits**

Exhibit A - Special Provisions for Permits and Franchises -

Exhibit B - Utility Facility Description (UFD) -

Exhibit C - Plan Sheets/Maps -

Exhibit D - Traffic Control Plan -

Exhibit E -

Exhibit F -

The fillable spaces after the Exhibits is to call out the pages such as “pages 1 - 4.”

The additional fillable space just above is for additional Exhibits beyond Exhibit F.

General Provisions are considered part of the Accommodation Application and are not assigned as an Exhibit.

# Utility Accommodation Application

(aka Permit or Franchise)

*pat boynton  
treasurer  
886-8753  
630-2805*

**For Department Use Only**  
 Permit/Franchise Number UP 7380  
 Charge Code \_\_\_\_\_ Group \_\_\_\_\_ Expiration N/A  
 Date Received: 12/20/2018 Reviewed By: IFA  
 North Central: 2830 Euclid Ave. #A, Wenatchee, WA 98801

Applicant Aspen Shores Waste Management System and HOA	Utility Contact Name
Email AspenShoresHOA@gmail.com OR ashoaboard@gmail.com	Phone 206 963 6474

**Location** (www.snagmp.com)

SR 28	Milepost Begin _____ End _____	County Douglas
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**Installation**

<p><b>Please Check One</b></p> <input type="checkbox"/> Power <input checked="" type="checkbox"/> Water <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Other <u>Irrigation</u>	<p><input checked="" type="checkbox"/> Sewer  <input type="checkbox"/> Telecommunication</p>	<p><b>Please Check All That Apply</b></p> <input checked="" type="checkbox"/> Buried <input type="checkbox"/> Aerial <input type="checkbox"/> Surface Feature (Pole, ped, vault) <input type="checkbox"/> Attached to a bridge/structure
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**Describe Installation Type** (Briefly explain)

3 -6" pvc casings each containing 2 - 2" pvc sewer lines, 6" pvc Irrigation water pipeline, and 10" DIP water Main all in 28" steel conduit pipe. 28" steel pipe was abandoned by irrigation district.

**Billing Information**

Contact Name Aspen Shores Waste Management System and Homeowners Association		
Federal Tax ID 20-1995686	Applicant Reference Work Order (optional)	
Phone 509-886-8753 OR 206 963-6474	Email AspenShoresHOA@gmail.com	
Street 2850 Mikayla Lane (mailbox #8)		
City East Wenatchee	State WA	Zip + 4 98802


**Authorized Signatory**

Signature 	Printed Name & Title/Owner Brandon Parker Vice President	Date 12/21/2018
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The Authorized Signature indicates the General Provisions, as provided, have been read and are agreed to by the Utility and the Utility understands that additional provisions may apply. The WSDOT has the authority to invoice the Utility for all work associated with the review, processing and inspection for the proposed installation. The applicant promises to pay any additional costs, in addition to the fees, incurred by WSDOT on the behalf of the applicant.

In accepting this Franchise Amendment No. \_\_\_\_\_ to \_\_\_\_\_, Utility agrees that the General Provisions to the original Franchise shall be replaced in their entirety with the General Provisions as included with this Amendment. All other terms and conditions of the original franchise shall remain in full force and effect.

**FOR DEPARTMENT USE ONLY, DO NOT WRITE BELOW THIS LINE**

<b>Application Type</b> Permit	<b>Category, Impact to R/W Dropdown</b> Category 2 - Medium Impact	<b>Fees</b> <del>\$300</del> <i>waived</i>	<b>Access Control</b> Partial
<p>* The fees are paid to cover the basic administrative expenses incident to the processing of this application in accordance with WAC 468-34 and RCW 47.44 and amendments thereto.</p>			
Department Approval: 	Printed Name & Title Wade Detillian, NCR Property Asset Manager	Date: <u>1/4/2019</u>	



## **General Provisions for the Utility Accommodation Application**

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

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

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

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

25. This Permit or Franchise does not authorize the Utility, or its employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right of way. Should the Utility anticipate that its Work will alter the appearance of the state-owned highway right of way vegetation, the Utility shall notify the Department representative listed in special provision 1 to obtain the Department's prior written approval of the Utility's proposed work. If the Department permits the Utility to modify the state-owned highway right of way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that the state-owned highway right of way vegetation appearance will not be damaged. Should the Utility damage the appearance of the state-owned highway right of way vegetation without the Department's prior written approval, the Utility is subject to penalties provided for in RCWs 47.40.070, 47.40.080, and 4.24.630, as applicable.
26. The Utility hereby certifies that its facilities described in this Permit or Franchise are (1) in compliance with the Control Zone Guidelines, or (2) for a franchise consolidation or renewal, a mitigation plan has been submitted and approved for any existing Location I or Location II utility objects to be corrected in accordance with the Control Zone Guidelines, pursuant to Chapter 9 of the Department's Utilities Manual (M 22-87) and any revisions thereto.
27. The Utility shall not assign or transfer this Permit or Franchise without the Department's prior written approval. The Utility understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit or Franchise, and the Utility will advise the assignee or transferee of its obligation to apply for an updated or replacement Permit or Franchise. If the Department does not approve the assignment or transfer, this Permit or Franchise shall automatically terminate, and the facility occupying state-owned highway right of way shall be subject to the terms of RCW 47.44.060.
28. The Utility, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers and employees, from all claims, demands, damages (both to persons and/or property), expenses, regulatory fines, and/or suits that (1) arise out of or are incident to any acts or omissions of the Utility, its agents, contractors, and/or employees, in the use of the state-owned highway right of way as authorized by the terms and conditions of this Permit or Franchise, or (2) are caused by the breach of any of the terms or conditions of this Permit or Franchise by the Utility, its successors and assigns, and its contractors, agents, and/or employees. The Utility, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its officers and/or employees, if the claim, suit, or action for damages (both to persons and/or property) is caused by the acts or omissions of the State of Washington, its officers and/or employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and/or employees, and (b) the Utility, its agents, contractors, and/or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Utility, its agents, contractors, and/or employees.
29. The Utility agrees that its obligations under this Permit or Franchise extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Work under this Permit or Franchise while located on state-owned highway right of way. For this purpose, the Utility, by MUTUAL NEGOTIATION, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.
30. The indemnification and waiver provided for in general provisions 28 and 29 shall survive the termination of this Permit or Franchise.
31. Any action for damages against the State of Washington, its agents, contractors, and/or employees, arising out of damages to a utility or other facility located on state-owned highway right of way, shall be subject to the provisions and limitations of RCW 47.44.150.
32. This Permit or Franchise shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting rights of like or other nature to other public or private utilities, nor shall it prevent the Department from using any of the state-owned highway right of way or other properties for transportation purposes, or affect the Department's right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered. Further, the Department reserves the exclusive right to require that all utility facilities be subject to joint trenching and occupancy.



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

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

Name: Wade Detillan

Name: Irvin Alloway

Title: NCR Property Asset Manager

Title: Utility Accommodations Engineer

Street: 2830 Euclid Ave, Bldg A

Street: 2830 Euclid Ave, Bldg A

City: Wenatchee

City: Wenatchee

State: WA Zip: 98801

State: WA Zip: 98801

Phone: 509-667-2908 Cell: \_\_\_\_\_

Phone: 509-667-3062 Cell: \_\_\_\_\_

Fax 509-667-2940

Fax: 509-667-2940

The Utility shall notify in writing the identified WSDOT representative(s) at least five ( 5 ) working days (Monday through Friday excluding any holidays), in advance of commencing Work on state-owned highway right of way.

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

**Minimum Work Zone Clear Zone Distance**

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

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

Name: Dean Weaver

Phone: 509-324-6137

Email: weaverd@wsdot.wa.gov

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

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

### **BOND AND INSURANCE CONVERAGE**

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

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



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

### UNDERGROUND FACILITIES

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

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

### **AERIAL/ABOVEGROUND FACILITIES**

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

### **MAINTENANCE**

31. No routine maintenance of the facility authorized by this Permit or Franchise will be allowed within the limited access area.
32. Maintenance access of this facility will not be permitted from the shoulders, thru-traffic lanes, and/or ramps of \_\_\_\_\_, and all service to this facility will be accessed from \_\_\_\_\_.
33. The Utility will notify WSDOT representative(s), listed in Special Provision 1, five \_\_\_\_\_ (5 \_\_\_\_\_) working days (Monday through Friday excluding any holidays) prior to any scheduled maintenance work to be performed in the state-owned highway right of way.

## SPECIAL PROVISIONS (continued)

- 34. Upon request from the WSDOT representative, the Utility shall accurately identify (field locate) their underground facilities. The Utility shall complete the field locate no later than two (2) business days of the request. If the locate request exceeds seven hundred (700) linear feet, the Utility shall complete the field locate no later than five (5) business days of the request. The Utility also agrees to expose its underground facilities to the extent required for identification and data collection purposes as requested by the WSDOT representative.
- 35. The Utility and/or its Contractor shall have on site during construction or maintenance of the facilities in this Permit / Franchise, the appropriate Spill Response Kit(s) and other materials necessary to contain pollutants and hazardous materials.
- 36. An approved USFS Special Use Permit and/or easement will be required prior to construction on National Forest Service land.
- 37. All construction or maintenance work on facilities granted in this **PERMIT/FRANCHISE** shall comply with the safety regulations of the Washington State Department of Labor and Industries.
- 38. The Utility shall contact the WSDOT representative to determine traffic control needs. If required, the Utility shall submit a site-specific Traffic Control Plan for approval a minimum of **five** business days before construction or maintenance work begins. The Utility shall reference the **PERMIT/FRANCHISE** Number on the Traffic Control Plan. Contact information is listed in Special Provision No. 1.
- 39. The Utility shall notify the WSDOT representative using the **CONSTRUCTION & MAINTENANCE NOTIFICATION** form a minimum of **five** business days before working at any location within the Department's R/W. Contact information listed in Special Provision No. 1.
- 40. If the Utility installed spare conduit(s) for future use, the Utility shall contact the WSDOT representative prior to using the spare conduit(s) to determine if a new **PERMIT or FRANCHISE** is required.
- 41. This Franchise Renewal/Consolidation is approved based on the information submitted by the Utility. The accuracy of this information has not been verified by the WSDOT. If the information is found to be inaccurate or in error, the WSDOT may require the Utility to submit a revised application.
- 42. Referring to General Provision 26, for a Franchise consolidation or renewal, the Utility shall complete mitigation / relocation of all facilities that have been identified as Control Zone objects within \_\_\_ months / years.
- 43. Utility markers or stub poles used to identify or protect telephone pedestals or other utility facilities will not be allowed within the Control Zone unless they meet the breakaway design criteria. Wood post larger than 4"x4" (nominal) shall be drilled.
- 44. The Utility shall consolidate or bunch all of their existing facilities within the limits of this **PERMIT/FRANCHISE** into a common trench with a maximum 2-foot width.
- 45. Equipment or material shall not be parked or stored within the Control Zone as defined in Chapter 9 of the WSDOT Utilities Manual M22-87, current edition.
- 46. Only equipment with rubber tires or street pads will be allowed on the roadway. Tracked vehicles with cleats or other devices that may damage the road surfacing will not be allowed.
- 47. The Utility shall not undermine or disturb any pavement within the HIGHWAY mainline.
- 48. Conduit may be bored, jacked or augered 2 feet minimum below the bottom elevation of the guardrail posts. Cable or conduit shall not cross between guardrail posts unless otherwise authorized. Where authorized, cable shall be placed inside of 10 L.F. of Schedule 80 steel pipe to be centered between posts.
- 49. No excavation or encroachment within 5' from the back edge of the guardrail post will be allowed.
- 50. Cable or plastic pipes that are located within 10 feet of any drainage structure shall be placed in steel conduit, 10 L.F. minimum length each side of drainage structure.
- 51. In areas of consolidated rock the minimum cover may be reduced to 24" and the utility facility shall be placed in metal conduit. Also, in areas where regular maintenance by the WSDOT is necessary to remove fallen rock, utility facilities shall be placed in a metal conduit if they have less than the minimum required cover. These locations are identified on Exhibit 'C'.
- 52. Upon completion of construction or maintenance work, the Utility shall be responsible to bury, or remove from the WSDOT R/W, all rocks not previously existing above the original grade.
- 53. The Utility shall apply Hydraulically Applied Erosion Control Product (HECP), Mulch, Bark or Wood Chip Mulch, or Wood Strand Mulch to all areas disturbed as the result of its operations. These products shall be applied per Standard Specifications Section 9-14 and /or the Manufacturers Recommendations. Use Moderate Term Mulch when the seeding window is within 6 months of the application. Use Long Term Mulch when the seeding window is more than 6 months from the application. Vegetated areas shall be restored when it is appropriate to apply seed, fertilizer and mulch; which is October 1 to November 15 east of the Cascades. The

**SPECIAL PROVISIONS (continued)**

Utility shall be responsible for vegetation management until the seed is applied. This may include temporary seeding, pulling weeds and/or re-application of HECP. Slopes and ditches that are gravel or rock are exempt from this provision.

- 54. Erodible earth not being worked, whether at final grade or not, shall be covered within the specified time period using an approved soil covering practice. The Specified time period is: October 1 through June 30 – 5 days maximum, and July 1 through September 30 – 10 days Maximum. Erodible earth is defined as any surface where soils, grindings, or other materials may be capable of being displaced or transported by rain, wind, or surface water runoff per Standard Specifications Section 8-01.3(1)
- 55. The Utility shall be responsible to seed, fertilize and mulch all vegetated areas disturbed as the result of its operations. The seed, fertilizer and mulch shall be applied by the methods approved in Standard Specifications Section 8-01.3(2) B & D. Application shall be performed between October 1 and November 15. The mix design shall consist of the following:

**SEED**

Grass seed of the following composition, proportion and quality shall be applied at the rates shown below on all areas requiring roadside seeding within the project.

<u>Kind and Variety of seed in mixture by Common Name and (Botanical name)</u>	<u>Pounds Pure Live Seed Per Acre</u>
Seed name (-----)	0.00
Seed name (-----)	0.00
Seed name (-----)	0.00
Seed name (-----)	0.00
Seed name (-----)	0.00
 Total Pounds, Pure Live Seed per Acre	 00.00

**FERTILIZER**

The Utility shall apply fertilizer at a rate of 1800 pounds per acre. Fertilizer formulation must be approved by the Engineer prior to use. Fertilizers shall be organic. Fertilizer shall be in pellet or granular form. Fertilizer shall be one of the following products:

<u>Product Name</u>	<u>Guaranteed Chemical Analysis (N-P-K) %</u>	<u>Company Name</u>
Biosol Forte-Granular	7-2-1	Rocky Mountain Bioproducts, Edwards, CO
Fertil-Fibers	6-4-1	Quattro Environmental, Coronado, CA
Down to Earth Bio Live	5-4-2	Down to Earth Distributors Inc, Eugene, OR
Sustane	5-2-4	Sustane Natural Fertilizer Inc, Cannon Falls, MN
Phyta-Grow Leafy Green Special	7-1-2	California Organic Fertilizers Inc, Fresno, CA

Approved equal shall be within the following ranges: N: 5 to 7; P: 1 to 4; K: 1 to 4. The cumulative N release rate shall be no more than 70% the first 70 days after incubation (86° F) with 100% at 350 days or more. All fertilizers shall be furnished in standard unopened containers with weight, name of plant nutrients and manufacturers guaranteed statement of analysis clearly marked, all in accordance with State and Federal laws.

A 1" layer of incorporated medium compost may be substituted in place of organic fertilizer.

**MULCH**

Long Term Mulch shall be applied at a rate of 3500 lbs. per acre per Standard Specifications Sections 8-01 and 9-14. Mulch shall be applied hydraulically and in a separate application from the seed and fertilizer.

- 56. The following Permits and/or Franchises are cancelled by this document:  
All previous versions of Permit 7380 approved before 1/4/2019.
- 57. The Utility is responsible to contact the Utility Notification Center at 1-800-424-5555 prior to any excavation. Refer to RCW 19.122 and appropriate WAC codes for legal determinations.
- 58. No Utility work will be allowed until the running line is staked in the field and has been reviewed by the Department. Contact information is listed in Special Provision No. 1.
- 59. Public Notice of road or lane closure shall meet the guidelines as stated below.

Notify all fire and law enforcement departments, ambulance companies, and transit agencies that would be affected by this road or lane closure at least 72 hours in advance of the road or lane closure.

Take responsibility for compliance with RCW 47.48.020 which reads in part as follows: A notice thereof, including the effective date shall be published in one issue of a newspaper of general circulation in the county or city or town in which such state highway to be closed is located; and a like notice shall be posted on or prior to the date of publication of such notice in a conspicuous place at

## SPECIAL PROVISIONS (continued)

each end of the state highway to be closed or restricted: PROVIDED, That no such state highway may be closed sooner than three days after the publishing and posting of the notice herein provided for.

The notice placed at each end of the road closure shall read at a minimum, SR --- to be closed day, date, time and location. The notice shall be made using a Portable Changeable Message Sign (PCMS) or the notice shall have a 2-inch minimum capital black letters on a white background with a black border and shall be fabricated such that the sign will not be affected by the weather elements.

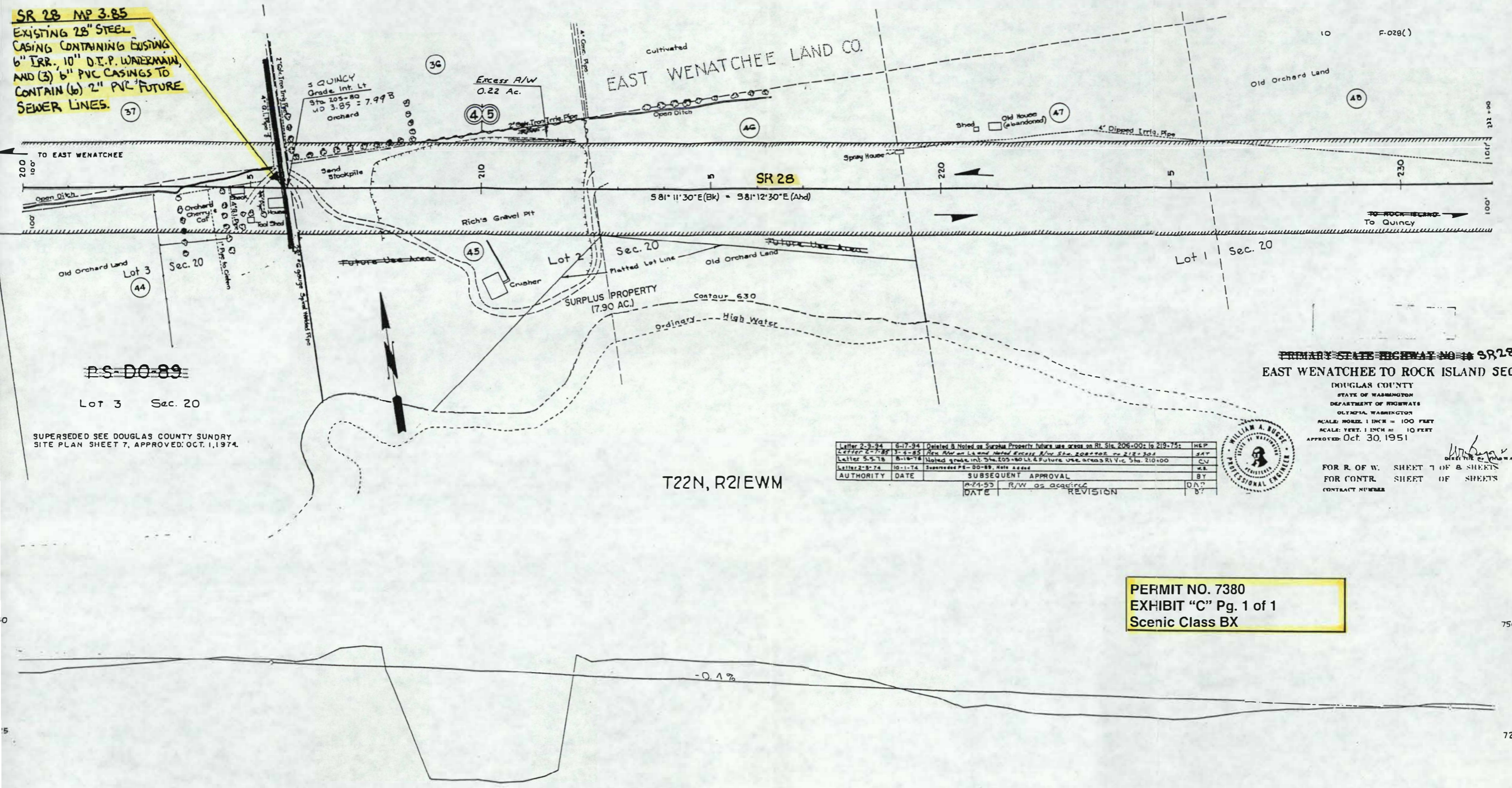
Notify local radio stations in the county or city or town in which such state highway to be closed is located.

Notify local school district at least 72 hours in advance of the road or lane closure.

- 60. No work will be allowed within the right-of-way when snow, slush or ice exists on any portion of the roadway.
- 61. The Utility shall observe the Industrial Fire Precaution Levels (IFPL) when performing work on State Highways and when working on or adjacent to forest land under the purview of the Department of Natural Resources (DNR) or the United States Forest Service (USFS). The Utility is required to comply with all fire regulations including, but not limited to, fire shutdowns, firefighting tools required and notifications, etc. The Utility shall be responsible to contact the appropriate forest agency to determine specific requirements.



**SR 28 MP 3.85**  
 EXISTING 28" STEEL CASING CONTAINING EXISTING 6" IRR., 10" D.I.P. WATERMAIN, AND (3) 6" PVC CASINGS TO CONTAIN (6) 2" PVC FUTURE SEWER LINES.



~~PS-DO-89~~

Lot 3 Sec. 20

SUPERSEDED SEE DOUGLAS COUNTY SUNDRY SITE PLAN SHEET 7, APPROVED: OCT. 1, 1974.

T22N, R21EWM

Letter 2-9-94	6-17-94	Revised & Noted as Surplus Property future use areas on RL Sta. 206+00 to 219+75	HEP
Letter 2-7-89	3-4-89	Rev. Plan on Land and Metal Excess R/W Sta. 206+00 to 219+75	STP
Letter 5-5-78	8-18-78	Noted grade int. Sta. 205+80 Lt. & Future use areas R/W Sta. 210+00	CU
Letter 2-8-74	10-1-74	Superseded PS-DO-89, Note Added	W.B.
AUTHORITY		DATE	BY
SUBSEQUENT APPROVAL		DATE	BY
R-74-55 R/W as acquired		DATE	BY
REVISION		DATE	BY



~~PRIMARY STATE HIGHWAY NO. SR 28~~  
**EAST WENATCHEE TO ROCK ISLAND SEC. 1**  
 DOUGLAS COUNTY  
 STATE OF WASHINGTON  
 DEPARTMENT OF HIGHWAYS  
 OLYMPIA, WASHINGTON  
 SCALE: HORIZ. 1 INCH = 100 FEET  
 SCALE: VERT. 1 INCH = 10 FEET  
 APPROVED: Oct. 30, 1951

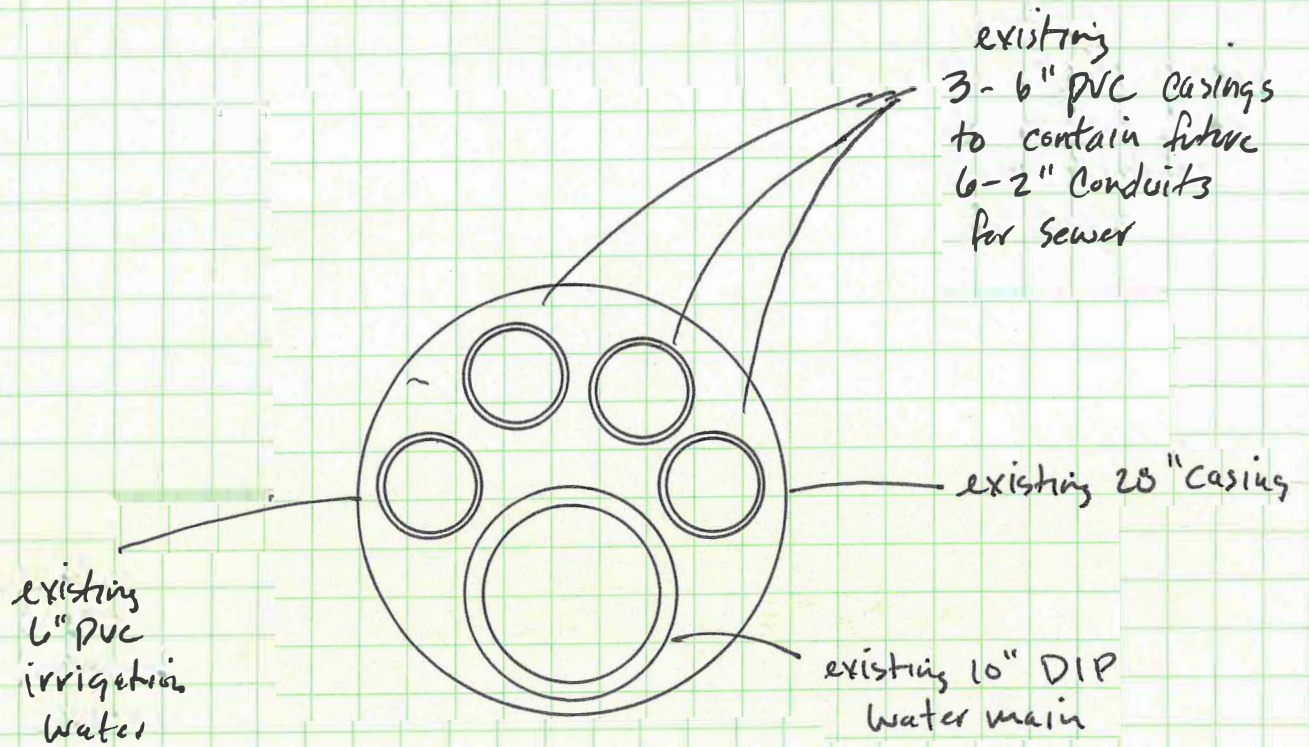
FOR R. OF W. SHEET 7 OF 8 SHEETS  
 FOR CONTR. SHEET OF SHEETS  
 CONTRACT NUMBER

**PERMIT NO. 7380**  
**EXHIBIT "C" Pg. 1 of 1**  
**Scenic Class BX**

750

725

700



10 SCALE  
1" = 1'

SR 28 MP 3.85  
PLACE (6) 2" CONDUITS FOR SEWER

CATEGORY 2 FEE WAIVED  
PERMIT # 7380

PERMIT NO. 7380  
EXHIBIT E, UTILITY DETAIL  
PAGE 1 OF 1