

## Appendix B

## Utility Forms and Documents

Forms can be accessed through the Forms Catalog (<http://wwwi.wsdot.wa.gov/fasc/adminservices/forms/>) forms are in fillable pdf format)

Or on the WSDOT Electronic Forms page (<http://wsdot.wa.gov/forms/pdfForms.html>)

DOT Form 224-012 EF	Blanket Bond for Franchises and Permits
DOT Form 224-030 EF	Special Provisions for Permits and Franchises, Exhibit A
DOT Form 224-035 EF	City Construction and Maintenance Permit
DOT Form 224-047 EF	Utility Installations to Existing Bridges
DOT Form 224-048 EF	Individual Bond for Franchise or Permit
DOT Form 224-050 EF	Category 4 Installation Authorization (Notice of Compliance)
DOT Form 224-051 EF	Acceptance of Assignment
DOT Form 224-053 EF	Utility Construction Agreement Work by Utility – State Cost
DOT Form 224-062 EF	Utility Construction Agreement Work by State – Utility Cost
DOT Form 224-072 EF	Utility Preliminary Agreement Work by Utility – State Cost
DOT Form 224-071 EF	Utility Construction Agreement Work by State – Shared Cost
DOT Form 224-077 EF	Utility Construction Agreement Work by State – State Cost
DOT Form 224-096 EF	Escrow Agreement Utilities
DOT Form 224-157 EF	Stormwater Permit Special Provision
DOT Form 224-693 EF	Application for Utility Permit (Stormwater Discharge)
DOT Form 224-696 EF	Utility Accommodation Application
DOT Form 224-696 GP EF	Utility Accommodation Application - General Provisions
DOT Form 224-697 EF	Utility Facility Description
DOT Form 224-699 EF	Application for Utility Permit or Franchise for United States Government Agencies
DOT Form 422-004 EF	Inspector’s Daily Report
DOT Form 422-004A EF	Inspector’s Daily Report – Diary Page
DOT Form 422-014	Construction Project Diary

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Variance Justifications: <http://www.wsdot.wa.gov/Utilities/>

[Control Zone Variance Request Justification](#)

[Limited Access Encroachment Variance Request Justification](#)

[Longitudinal Median Installation Variance Request Justification](#)

[Roadway Prism Open Trench Variance Request Justification](#)

Scenic Classification Variance Request Justification

Shallow Depth Installation Variance Request Justification

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

\* Assistant State Design Engineer

### Authority Matrix

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

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

AGREEMENT WITH STATE OF WASHINGTON  
AS TO CROSSINGS

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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

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

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

CONSTRUCTING CROSSINGS BY UNITED STATES

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

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

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

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

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

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

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

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

CONSTRUCTING CROSSINGS BY THE STATE

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

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

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



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

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

ABANDONMENT OF STATE STRUCTURES

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

ABANDONMENT OF UNITED STATES STRUCTURES

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

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

TITLE TO AND MAINTENANCE OF CROSSING FACILITIES

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

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

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

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

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

UNITED STATES DOES NOT ASSUME LIABILITY

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

STATE DOES NOT ASSUME LIABILITY

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

RIGHT TO ENTER ON OTHER'S RIGHT OF WAY

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

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

REVOCATIONS

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

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

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

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

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

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

#### CONDITIONS OF LABOR

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

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

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

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

CONTINGENT ON APPROPRIATIONS

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

DISCRIMINATION AGAINST EMPLOYEES OR  
APPLICANTS FOR EMPLOYMENT PROHIBITED

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

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



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

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

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

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

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

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

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

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

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

DOMESTIC PREFERENCES

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

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

OFFICIALS NOT TO BENEFIT

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

COVENANT AGAINST CONTINGENT FEES

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

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

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

THE UNITED STATES OF AMERICA

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

STATE OF WASHINGTON

By: /s/ Albert D. Rosellini  
Governor

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

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

(SEAL)

Attest:

/s/ Lorenz Goetz  
Secretary

APPROVED:

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

STATE OF IDAHO )  
 : ss  
County of Ada )

On this 14th day of June, 1961, personally

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

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

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

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

- - - -

STATE OF WASHINGTON )  
 : ss  
County of Thurston )

On this 31st day of May, 1961, personally

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

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

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

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

STATE OF WASHINGTON )  
: ss  
County of Thurston )

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

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

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

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

(SEAL)

My commission expires: March 9th, 1962

**NOTICE OF FILING**

Franchise Application No. \_\_\_\_\_

(Utility's name), a (private corporation, municipality, etc.), has filed with the Washington State Department of Transportation, under the provisions of Chapter 47.44 RCW and amendments thereto, an application for a franchise to construct, operate, and maintain (short description of facilities) upon a portion of State Route No. \_\_\_\_\_, in (county in which facilities are located) County, Washington, at the following locations:

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

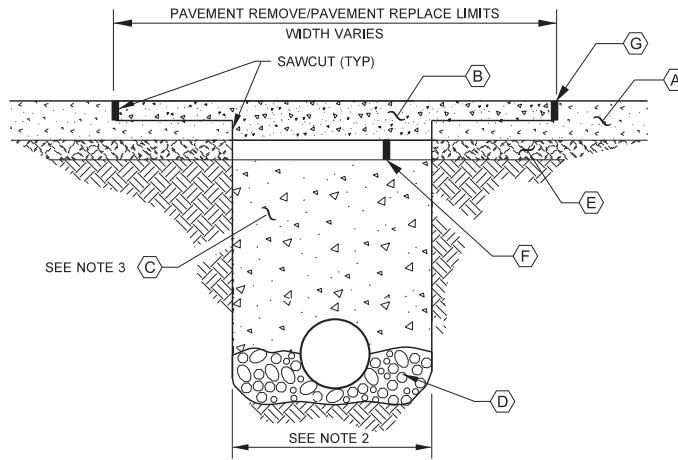
NOTICE IS HEREBY GIVEN that this franchise application may be granted by the Secretary of Transportation or his/her designee, with or without hearing, in the absence of receipt by the department of any written inquiries or objections within 14 days after posting and publishing of this notice.

DATED at (region office location), Washington, this \_\_\_\_\_ day of (Month), 20\_\_\_\_.

\_\_\_\_\_  
Regional Administrator

**Notice of Filing**



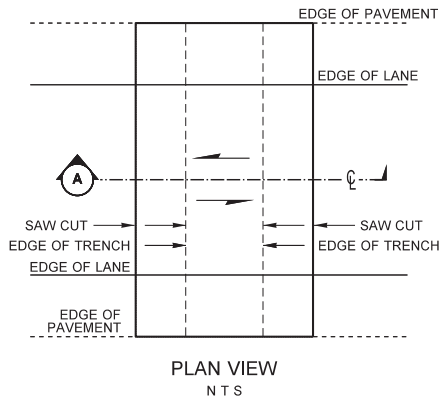


**OPEN CUT CROSS SECTION**  
NTS

**LEGEND**

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

**GENERAL NOTES**



**PLAN VIEW**  
NTS

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

APPLICATION:	<b>OPEN CUT CROSSING UTILITY TRENCH BACKFILL DETAIL</b>	 <b>Washington State Department of Transportation</b> WSDOT Utility Accommodation	
APPROVALS:			
REVISD: March 2012			DATE:

**Open Cut Crossing Utility Trench Backfill Detail**

After recording return document to:

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

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

**QUITCLAIM DEED**

State Route { }

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

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

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

RES-306  
Revised 09/05

Page { page } of { numpages } pages

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

After recording return document to:

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

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

**QUITCLAIM DEED**

State Route { }

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

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

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

RES-306  
Revised 09/05

Page { page } of { numpages } pages

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

**QUITCLAIM DEED**

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

Date: \_\_\_\_\_, {year}

{ utility company }

By: \_\_\_\_\_  
{ officer }

Its: \_\_\_\_\_  
{ name }

By: \_\_\_\_\_  
{ officer }

Its: \_\_\_\_\_  
{ name }

Accepted and Approved

STATE OF WASHINGTON,  
Department of Transportation

By: \_\_\_\_\_  
Gerald L. Gallinger  
Director, Real Estate Services

Date: \_\_\_\_\_

RES-306

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

After recording return document to:

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

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

**QUITCLAIM DEED**

State Route { }

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

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

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

RES-306  
Revised 09/05

Page { page } of { numpages } pages

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

## UTILITY OBJECT RELOCATION RECORD

ABOVEGROUND OBJECTS:

Utility Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 SR: \_\_\_\_\_  
 County: \_\_\_\_\_  
 Franchise/Permit No.: \_\_\_\_\_

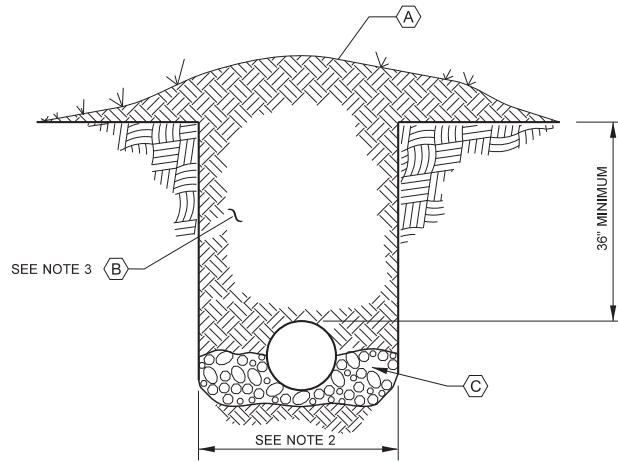
SHEET:

MP to MP	

New Utility Construction  
 Existing Utility Reconstruction  
 WSDOT Project – Utility Relocation  
 Franchise Renewal or Consolidation

Location MP	EXISTING OBJECT INFORMATION		ROADWAY DATA		FIELD MEASUREMENTS				CZ CALCULATIONS		PLANNED OBJECT CORRECTION												
	Object Number	Lt/ Rt.	Type	Owned/ Leased	Posted Speed	ADT	R / W Width	Cut Slopes Fore	Back	Side	Fill Slopes	Distance From Lane Edge Shld.	Rdsd.	Object	Cond. No.	CZ Dist.	LOC I - II	Reloc. Dist.	Alternate Measure	LOC I VAR.	LOC II VAR.		

## Utility Object Relocation Record



**TRENCH CROSS SECTION**  
NTS

**LEGEND**

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

**GENERAL NOTES**

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

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

**Utility Trench Backfill Detail**

