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Remarks and Instructions

What’s changed in the Utilities Manual for February 2019

Throughout the manual, the term ‘Unit’ has been removed in the description of the individual parts of the HQ Utilities, Railroads and Agreements section. References to “Permit and Franchise Application” have been revised to reflect the current title of Utility Accommodation Application. The term ‘questionnaire’ has been removed as well.

Chapter 1

100.03(2)(d) - Category 4 has been modified to reflect the updated Cat 4 allowances and the title of the document has been changed to better reflect its use. **100.04(7)** - Instructions have been added to the Blanket bond processing section. **110.04** - New language has been added to the Sureties section.

Appendix B

This section has been updated to remove the electronic form (EF) examples and provides a link to access the forms. Reducing the overall size of the manual and eliminating the need for frequent updates due to document revisions.

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

CHAPTER	REMOVE PAGES	INSERT PAGES
Title Page	All	All
Contents	v - viii	v - viii
Chapter 1 – Utility Accommodation	1-1 - 1-6; 1-11 - 1-14; 1-21 - 1-24; 1-27 - 1-36; 1-41 - 1-42; 1-63 - 1-66; 1-71 - 1-74; 1-83 - 1-88; 1-91 - 1-92	1-1 - 1-6; 1-11 - 1-14; 1-21 - 1-24; 1-27 - 1-36; 1-41 - 1-42; 1-63 - 1-66; 1-71 - 1-74; 1-83 - 1-88; 1-91 - 1-92
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Revision marks:

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

Need more information?

Contact the WSDOT HQ Utilities, Railroads, and Agreements Section

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HQ Design Office Signature /s/: Rhonda Wiest	Phone Number 360-705-7318
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**Washington State
Department of Transportation**

TECHNICAL MANUAL

Utilities Manual

M 22-87.10

February 2019

Engineering and Regional Operations

Development Division, Design Office

Americans with Disabilities Act (ADA) Information

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100 Administration and General Information

100.01 Utility Accommodation Program Purpose

This chapter provides guidance on the importance of the management and administration of the Washington State Department of Transportation's (WSDOT's) Utility Accommodation Program. The priorities controlling utility accommodation within the highway operating right of way are:

- The safety of the traveling public.
- The needs, mission, and priorities of the department.
- The needs of utility owners.

The policies and guidelines in this chapter outline the requirements and expectations for installation of utilities within the highway operating right of way. They are intended to illustrate the process, for both WSDOT and the utility owner, to produce an accurate utility accommodation document.

Nothing in this chapter is intended to limit the rights of WSDOT to impose additional restrictions or requirements on a utility installation if deemed appropriate, advisable, or necessary by the department to do so.

(1) Impacts and Requirements

Identify the immediate construction impacts and potential long-term effects of proposed utility installations upon the highway operating right of way, and ensure those installations meet the requirements of WSDOT's *Utilities Accommodation Policy*.

(2) Utility Location

Maintain accurate and up-to-date records of the location of authorized utilities installed within the right of way.

(3) Utility Ownership

Maintain accurate and up-to-date records of utility ownership.

RCW 47.44
WAC 468-34

100.02 Types of Utility Accommodation Documents

RCW 47.44.010
RCW 47.56.256
WAC 468-34-110

Utility accommodation documents define utility ownership, type, size, location, construction methods, maintenance frequency and duration, and other information considered necessary by the department. WSDOT processes utility accommodation documents related only to utility installations on operating highway rights of way, toll facilities, and the state ferry system. Utility accommodation documents used for this purpose include the following forms:

- Utility Franchise
- Franchise Consolidation
- Franchise Renewal
- Franchise Amendment
- Utility Permit

Refer to [110.01](#), Accommodation Application Requirements, for guidance on the use of the above forms.

(1) Utility Franchise

Utility franchises are the primary utility accommodation document used for recording utility installation details authorized within the operating highway right of way and its facilities based on the Utility Classification Criteria (see [100.04](#)). Use DOT Form 224-696, Utility Accommodation Application (see [Appendix B](#), Utility Forms and Documents).

- (a) **Franchise Use** – Use utility franchises to describe utilities installed across, along, or within the operating highway right of way or its facilities.
- (b) **Franchise Duration** – Utility franchises authorize utility occupation within the operating highway right of way for any duration up to, but not exceeding, 25 years. Franchise Renewal (also “Renewal”) is required prior to the franchise expiration date for the franchise to remain valid. (See [100.07\(1\)\(c\)](#), Consolidations and Renewals for additional information.)

RCW 47.44.020

(2) Franchise Amendment

A Franchise Amendment is a utility document that extends, supplements, or modifies an existing utility franchise based on the Utility Classification Criteria. Use DOT Form 224-696, Utility Accommodation Application (see [Appendix B](#)).

- (a) **Franchise Amendment Duration and Expiration Date** – Utility Franchise Amendments authorize utility occupation within the operating highway right of way for any duration up to, but not exceeding, 25 years, unless an extension is granted due to unique circumstances.

Franchise Amendment expiration is tied to the parent franchise, the expiration date of a Franchise Amendment shall be the same as that of the original franchise. When the parent or original franchise expires, so do all amendments to that franchise.

Franchise Renewal is required prior to the franchise expiration date for the franchise to remain valid. (See [100.07\(1\)\(c\)](#), Consolidations and Renewals for additional information.)

(3) Franchise Consolidation

A Franchise Consolidation (also “Consolidation”) is a grouping process that combines multiple franchises, Franchise Amendments, previous Consolidations, and utility permits into a single franchise document based on the Utility Classification Criteria. Consolidations are recommended, not required, for continued installation of utilities within the operating highway right of way by utility companies. In order to meet the goals of the Utility Classification Criteria, the Consolidation process should be approached with an attitude of partnership and cooperation with the utility owner. Use DOT Form 224-696, Utility Accommodation Application (see [Appendix B](#)).

- (a) **Franchise Consolidation Use** – To maintain historical records of superseded documents, list all existing accommodation documents superseded by the Consolidation as a separate exhibit.

Assign all Franchise Consolidations a new document number. The new number should end with a “C” to differentiate the Consolidation document from non-Consolidation accommodation documents.

- (b) **Franchise Consolidation Duration** – Franchise Consolidations authorize utility occupation within the operating highway right of way for any duration up to, but not exceeding, 25 years.

(4) Franchise Renewal

Franchise Renewal is an updating process that renews a previously approved utility franchise prior to the franchise expiration date. In order to be eligible for Renewal, a franchise must meet specific qualifications and must meet the definition of the Utility Classification Criteria (see [100.04](#)). (See [100.07\(1\)\(c\)](#), Consolidations and Renewals for additional information.) Use DOT Form 224-696, Utility Accommodation Application (see [Appendix B](#)), when renewing existing utility franchises.

[WAC 468-34-170](#)

- (a) **Utility Franchise Renewal Use** – Prior to the expiration of a franchise, the utility installation should be field-reviewed and the franchise updated to reflect existing conditions in the field. WSDOT should verify the installation meets current highway safety requirements and utility accommodation policies. To differentiate the Renewal document from other accommodation documents, use the existing utility franchise number, supplemented by an “R” at the end of the franchise number.
- (b) **Utility Franchise Renewal Duration** – Franchise Renewal duration is the same as for a new franchise, provided that any issues identified during the Renewal review and approval process have been resolved. (See [100.07\(1\)\(c\)](#), Consolidations and Renewals for additional information.)

(5) Utility Permit

A utility permit is a secondary utility document used to define a utility installation that:

- Crosses the operating highway right of way normal to centerline or at a skew angle no greater than 45 degrees offset from normal.
- Is longitudinal to the right of way and is no greater than 300 feet in length as measured along the highway centerline.

[RCW 47.44.050](#)

[WAC 468-34-130\(3\)](#)

WAC 468-34-100

- (a) **Utility Permit Use** – Use a permit as a secondary utility accommodation document to define utility ownership, type, size, location, construction methods, maintenance frequency and duration, and other information considered necessary by WSDOT.

Every effort should be made to associate a proposed utility installation with an existing utility franchise based on the Utility Classification Criteria. Conduct thorough research before eliminating a franchise or Franchise Amendment as the method of documenting the proposed utility installation.

Use a permit only when research indicates there is no franchise within the Utility Classification Criteria (see 100.04) that can be amended and that the definition of a franchise or Franchise Amendment cannot be met.

- (b) **Utility Permit Duration** – Utility permits have no expiration date. As such, any permits allowing utilities within the operating highway right of way should be thoroughly reviewed for impacts to planned or potential highway improvement projects or other impacts prior to approval.

(6) Informational Accommodation Documents

Informational utility accommodation documents are used to record utilities owned by WSDOT. These installations may include telecommunications, intelligent transportation system (ITS) facilities, power, water, sewer, or other utilities.

Informational utility accommodation documents may also be used to identify utility crossings or installations that have a compensable property right and for which a WSDOT franchise or permit is not appropriate.

Assign accommodation document numbers to informational accommodation documents the same as any other accommodation document. Appropriate reviews should be conducted and as-built information obtained whenever possible. Application fees and reimbursable accounts do not apply. Charge code information may be obtained from project offices by each region, as necessary.

Enter informational accommodation documents into the Utility Franchise Permit (UFP) system when the information document and installation are completed. Hard copy files should be stored similar to other utility-owned utility accommodation documents.

100.03 Installation Categories

RCW 47.44.010

Proposed utility installations within the operating highway right of way are categorized based on the impact the installation will have upon the safety, continued operation, and future improvement of the transportation facility. Impacts due to the construction, maintenance, expansion, connection to, and/or relocation of the utility must all be taken into consideration when reviewing utility accommodation applications. The primary focus of WSDOT's review should be on the safe movement of traffic by requiring that the utility be installed in the least intrusive location and constructed using the least intrusive construction method. Visual quality, engineering principles, and overall economic impacts should also be considered.

WAC 468-34-130

Generally, all longitudinal utility installations should be located as close as possible to the right of way line. Crossings should be placed as normal to the highway center-line as possible. Depth and height requirements must be met as defined in this manual and applicable state/federal codes and publications. WSDOT may restrict the number and method of service connections based on the safety and operation of the highway.

Utilities installed for a highway purpose, such as for highway illumination, rest areas, telecommunications, or other facilities, shall meet the requirements of this manual and the *Utilities Accommodation Policy*. (See 100.02(6), Informational Accommodation Documents, for further guidance.)

WAC 468-34-130(7)
WAC 468-34-110(52)

(1) Applications With Multiple Installation Categories

It is possible the proposed work could meet the definition of more than one category. When this occurs, the most stringent category shall apply to the entire application.

(2) Installation Category Types and Descriptions

The following definitions generally describe each category. Refer to Figures 100-1 through 100-6 for a graphic representation of categories.

(a) **Installation Category 1: Considerable Impact** – Utility installations within this category include any or all of the following situations or conditions:

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

- Longitudinal installation located between the centerline and a point 5 feet beyond outside edge of pavement or back of guardrail post.
- Longitudinal installations within any median.
- Longitudinal installations within any limited access controlled highway.
- Aerial installations within Scenic Class A or B.
- Installations requiring open cuts of the paved roadway.
- Any trenchless construction highway crossings exceeding 36”.
- Aboveground installations for which a Control Zone variance approval is required.
- Installations attached to any bridge or structure.
- Buried installations located within the Zone of Influence of a bridge footing (see Figure 120-6).
- Installations contrary to the requirements of the *Utilities Accommodation Policy*.

(b) **Installation Category 2: Limited Impact** – Utility installations within this category may include, but are not limited to, any or all of the following situations or conditions:

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

- Longitudinal installations located **within** an area described as: The horizontal distance 5 feet beyond the outside edge of pavement or back of guardrail post to the bottom of ditch or toe of slope **plus** either 10 feet or the horizontal distance to a point within 5 feet of the right of way line, whichever is less.
- Installations for which an individual bond is required.
- Installations requiring a Notice of Filing.
- Installations requiring environmental permitting or documentation.
- Limited access highway crossings.
- Limited access nonexempt same-side service connections.
- Installations involving storm drainage.

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

(c) **Installation Category 3: Little or No Impact** – Utility installations within this category may include, but are not limited to, any or all of the following situations or conditions:

- Longitudinal installations located **beyond** an area described as: The horizontal distance 5 feet beyond the outside edge of pavement or back of guardrail post to the bottom of ditch or toe of slope **plus** either 10 feet or the horizontal distance to a point within 5 feet of the right of way line, whichever is less.
- Nonexempt same-side service connections.
- Non-limited access highway crossings.
- Aboveground installation complying with WSDOT's Control Zone Policy.
- Installations involving a change in the size or capacity of existing facilities located within existing conduits or on existing poles.

All construction work and methods necessary for Category 3 installations, such as bore pits, shoring, trenching, staging of equipment or materials, and so on, should occur within the area defined as Category 3, as illustrated in Figures 100-5 and 100-6.

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

(d) **Installation Category 4: Exempt Same-Side Service Connection** – Utility installations within this category include same-side service connections in non-limited access that meet ALL of the following conditions and requirements:

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

<u>Power</u>	<u>15 kV</u>
<u>Telephone- copper</u>	<u>25 pair or less</u>
<u>Coaxial</u>	<u>1-inch or less</u>
<u>Fiber Optic</u>	<u>4-inch casing or less</u>
<u>Natural Gas</u>	<u>1¼-inch ID or less</u>
<u>Gravity Sewer</u>	<u>4-inch ID or less</u>
<u>Force Sewer</u>	<u>2-inch ID or less</u>
<u>Water</u>	<u>1½-inch ID or less</u>

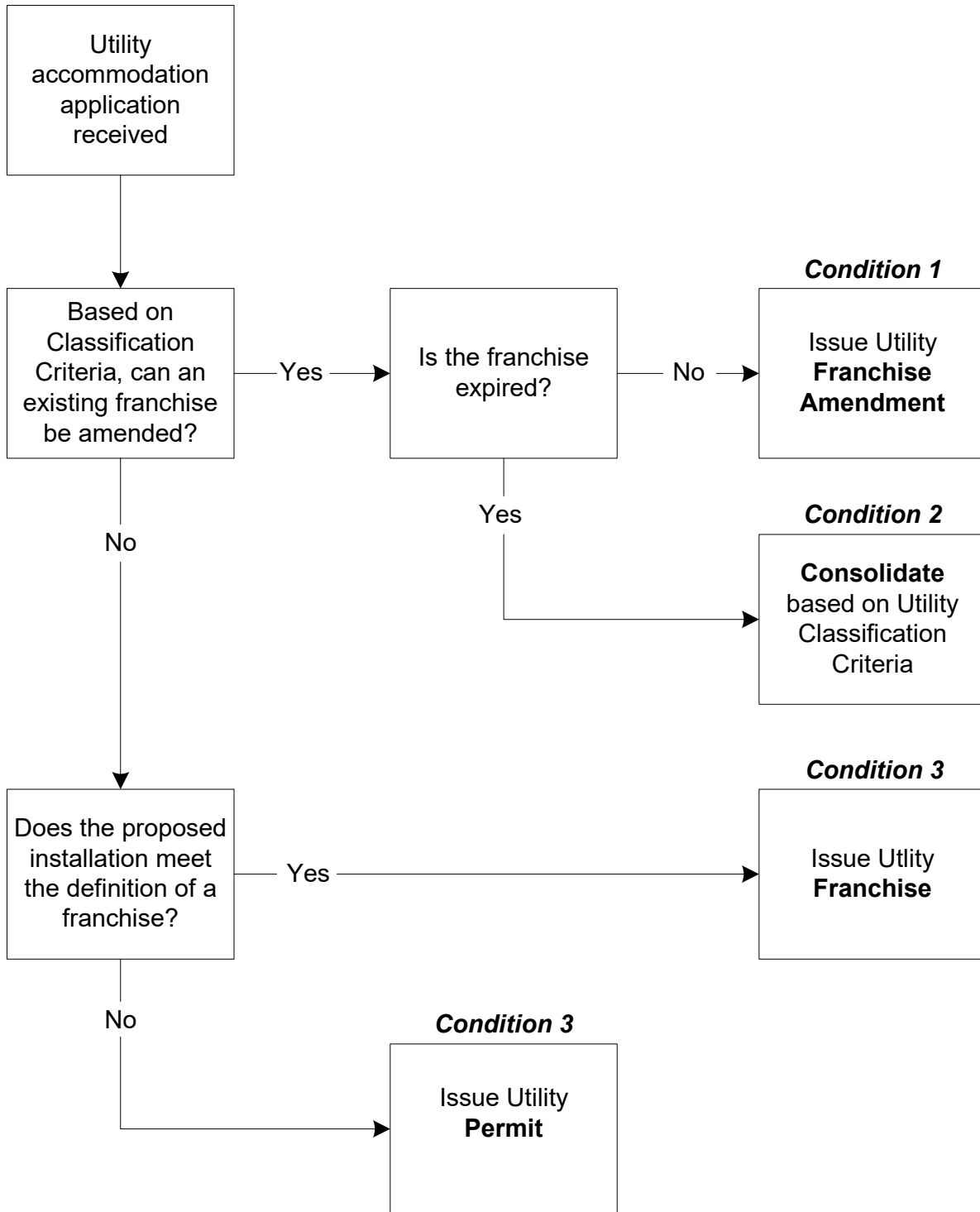
2. These installations will not require a permit, provided that:

- Longitudinal installations do not exceed 26 feet in length.
- The service originates from an existing current franchise or permit.

3. Associated construction activity must occur within the area defined as Category 3, as shown in Figures 100-5 and 100-6.

4. WSDOT may restrict the number and method of service connections based on the safety and operation of the highway.

5. The utility shall submit a Category 4 Installation Authorization (Notice of Compliance) form to the region Utilities Office.



Accommodation Document Classification
Figure 100-7

100.05 Accommodation Documents: Management and Administration

(1) Region Documentation

WSDOT Policy

All regions are responsible for maintaining utility accommodation documentation for every utility installation located within their operating highway right of way. Supporting documentation should include, but is not limited to:

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

(2) General Utility Company Documentation

Best Practice

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

(3) Headquarters Documentation

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

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

100.06 Approval Authority

Approval for all utility accommodation documents and related administrative documents is delegated as defined in this section (see [Appendix B, Authority Matrix](#)).

(1) Headquarters Approval

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

(a) Headquarters-Executed Administrative Documents

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

(b) Headquarters-Approved Accommodation Variance Documents: Federal Highway Administration (FHWA) Concurrence – FHWA review and concurrence is required for the following utility installations proposed within interstate rights of way:

- Open cuts.
- Longitudinal installations within any median.
- Construction and maintenance site access from freeway ramps or main line.
- Any proposal seeking to establish a permanent access break for regular access to the facility for the term of the franchise or permit.

Note: FHWA should be notified (as information only) whenever any utility work requires a rolling slow down or lane closures on an interstate. Contact HQ Utilities to facilitate this notification.

(c) Headquarters-Approved Accommodation Variance Documents – All variances within full control limited access rights of way require review and approval by Headquarters. These variances include:

- Uncased installations involving pressurized carrier pipes and carriers of transmittants, other than natural gas, that are flammable, corrosive, expansive, energized, or unstable.
- Longitudinal utility installations within full control limited access rights of way (as defined in [WAC 468-34-130\(3\)](#)).
- Access breaks for utility accommodation variances from property adjacent to fully controlled access rights of way. (Access break review and approval will be coordinated with the HQ Access and Hearings Section. For access break requests for utilities without variances, an informational copy of the request should be sent to [HQ Utilities](#).)
- Construction and maintenance site access from main line in fully controlled access rights of way.
- Aerial installations proposed in areas designated as Scenic Class A or B.

Refer to [120.14](#), Variances: Types, Treatment, and Approval, for detailed guidance and requirements for proposed variance installations.

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

(2) Region Approval

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

(a) Region-Approved Accommodation Documents

- Crossing installations within full control limited access right of way that do not involve a break in access.
- Any accommodation document within a modified, partial, or non-limited access controlled highway that does not involve a variance to WSDOT's *Utilities Accommodation Policy*. (See [120.14](#), Variances: Types, Treatment, and Approval, for detailed information on variance types and treatment.)
- Longitudinal installations within any non-limited access highway except those proposed to be installed within any median.
- Aerial installations within Scenic Classes C and D and nonvariance installations as determined by the region within Scenic Classes AX and BX. (See [120.08](#), Scenic Classification Policy, for detailed guidance.)
- Aboveground installations classified as Location III utility objects.

(b) Region-Approved Variance Accommodation Documents

- Longitudinal utility installations within partial or modified limited access highways.
- Utility installations using open trench construction methods, other than interstate, involving uncased pipes transmitting material, other than natural gas, that is flammable, corrosive, expansive, energized, or unstable. All other uncased installations require Headquarters approval.
- Crossings of fully controlled limited access highways.
- Roadway installations proposing to open cut the existing paved roadway.
- Utilities installed within the area defined as Category 1 (see Figures [100-1](#) and [100-2](#)).
- Installations that are proposed to be installed at less than the minimum required depth. (See [120.04](#), Pipelines, for minimum depth requirements.)

(c) Region-Executed Administrative Documents

- Individual sureties.
- Utility Transfer of Ownership for utilities limited to utility installations within individual regions' boundaries. (See [130.05](#), Utility Transfer of Ownership – Acceptance of Assignment, for detailed guidance.)
- Notice of Filing required for utility installations that require advertisement of an opportunity for a hearing. (See [120.01](#), Hearings, for detailed guidance.)

(3) Other Documentation: Standard Forms and Exhibits

The following forms and documents (see [Appendix B](#)) are required for all Category 1, 2, and 3 utility installation applications within the operating highway right of way:

- DOT Form 224-030, Special Provisions for Permits and Franchises, Exhibit A
- DOT Form 224-696, [Utility Accommodation Application](#)
- [DOT Form 224-696GP, Utility Accommodation Application General Provision](#)
- DOT Form 224-697, Utility Facility Description, Exhibit B

All applications must be submitted on forms provided by WSDOT. Construction plans and details must show the exact location of the proposed utility in relation to highway features in the vicinity of the proposed installation, including the centerline, fog line, top and bottom of ditch or toe of slope, existing structures, and other highway features.

[WAC 468-34-010\(1\)](#)

(4) Required Documentation: Nonstandard Exhibits

The documents that may also be required with an approved application package, as determined by WSDOT on a case-by-case basis, include:

- WSDOT Right of Way Plan sheet for the installation area.
- Utility-submitted plans, sketches, cross sections, profiles, or details.
- WSDOT installation requirements such as typical crossing details.
- WSDOT-approved Traffic Control Plan.
- Approved Temporary Erosion and Sediment Control (TESC) Plan.
- Approved Dewatering Plan.
- Approved Bridge Attachment Plan and details.
- Consolidation or Renewal Plan.
- Corrective Action Plan.
- Miscellaneous/other plans or details.

[WAC 468-34-010](#)

(5) Required Documentation: Category 4 Applications

Category 4 franchise applications must be submitted to WSDOT with [DOT Form 224-050, Category 4 Utility Authorization, Same-side Service Connection](#) (see [Appendix B](#), Utility Forms and Documents).

[WAC 468-34-110\(53\)\(d\)](#)

(6) Additional Submittal Requirements: All Applications

In addition to category-specific standard and nonstandard form requirements, all applications, regardless of category, require that an appropriate application fee and performance surety be submitted prior to approval of an application. (See [110.03](#), Fees and Reimbursable Accounts, and [110.04](#), Sureties, for detailed guidance.)

[WAC 468-34-020\(1\)](#)
[WAC 468-34-020\(3\)](#)

(7) Utility Installation Plan Requirements

The level of detail necessary for plan submittal is dependent on various factors, including the application category and type of right of way and the circumstances relative to each installation. The following guidelines should be used when considering proposed installation plan requirements.

(a) **Installation Plan Guidelines** – Utility plans should:

- Have sufficient detail to illustrate the intent of the installation.
- Match the Utility Facility Description.
- Clearly define issues such as pavement cuts, horizontal and vertical location, environmental issues, and other data determined necessary by WSDOT.
- Allow utility inspectors to confidently determine whether a utility is installed in the manner and at the location approved by the department.

Plans that do not show sufficient detail to verify factors surrounding a proposed installation may require additional information for WSDOT approval.

110.02 Franchise Consolidation and Franchise Renewal Process and Requirements

Both the Franchise Consolidation and Franchise Renewal processes often require significant research and effort by both the department and the utility for the process to be accomplished thoroughly and correctly. This research should include field verification, review of existing accommodation documents, and other information before a Franchise Consolidation/Renewal can be completed and approved (see [Figure 110-1](#)). This research effort is necessary to: ensure existing surface utilities meet current [Utilities Accommodation Policy](#) standards; verify utility location and ownership; comply with Control Zone requirements; and meet highway safety standards. As much as is reasonable and feasible, all utility information must describe the utility and its appurtenances in their entirety. This is also an opportunity to clean up old files.

Partial Consolidation or Renewal of an existing franchise is discouraged and should be avoided. Franchise Amendments that meet the Utility Classification Criteria do not require Consolidation. Franchise Consolidations and Renewals should include any utilities that have been disconnected/deactivated² on the Utility Facility Description form.

At a minimum, research during the Consolidation/Renewal process should be to review, verify, and correct any issues identified during the process. A Consolidation/ Renewal Plan can be developed at the discretion of each region and in cooperation with the utility for any noncompliant utility objects. This plan shall be attached to the Franchise Renewal or Consolidation document as an exhibit.

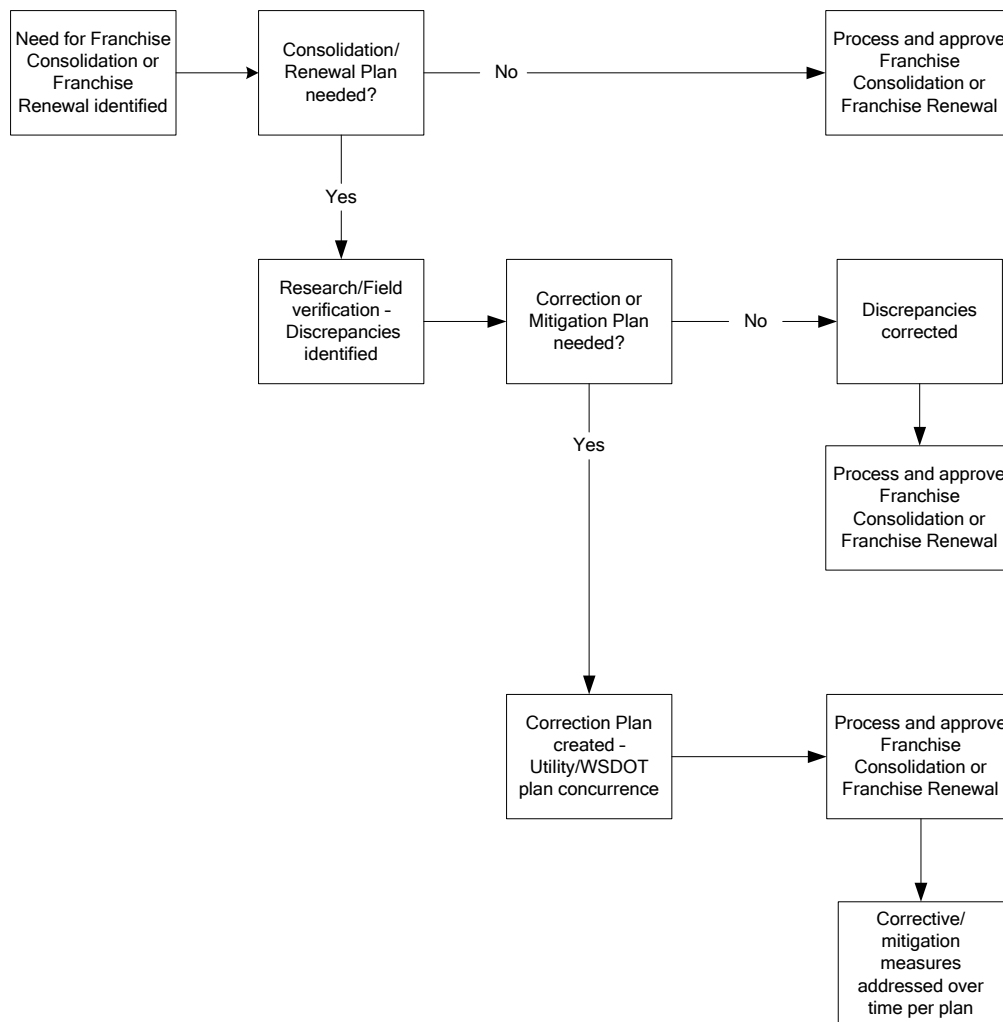
(1) Consolidation/Renewal Plan

When necessary, the department should meet with the utility to develop a Consolidation/ Renewal Plan. At a minimum, this plan should outline the:

- Roles and expectations between the utility and WSDOT.
- Time frames and milestones for research and field surveys.
- Deficiencies correction needed.
- Target dates for mitigation and correction.
- Approval of interim service connections.
- Target Consolidation/Renewal submittal date.

As a best practice, the department may provide to the utility any information available regarding known utility locations from internal sources such as hard copy files and databases. Consolidations and Renewals should include disconnected/ deactivated in-place utilities on DOT Form 224-697, Utility Facility Description, Exhibit B (see [Appendix B](#)).

²Disconnected/deactivated utilities must be tracked due to potential impacts to highway improvement projects and for potential use by other utilities or the department.



Franchise Consolidation/Renewal Process

Figure 110-1

(2) Research

Franchise Consolidation and Franchise Renewal applications should be reviewed to discover opportunities for utility/WSDOT partnerships for mitigation of deficiencies, as well as to update current conditions. Research information may include the following:

- Utility Classification Criteria
- Planned highway improvement projects
- Planned utility improvement projects
- Annexations
- Access control designation changes
- Category 4 installations
- Undocumented utilities
- New installations being proposed
- Ownership changes
- Traffic safety
- Control Zone
- Scenic Classification

In order to identify deficiencies that may need to be addressed during the Consolidation/Renewal process, it is also necessary to gather field data specific to the method of utility installation in order to accurately verify existing conditions. The following information must be submitted to WSDOT by the utility with the Consolidation or Franchise Renewal application.

- (a) **Field Data: Surface and Aerial Utility Installations** – DOT Form 224-697, Utility Facility Description, Exhibit B, and the Utility Object Relocation Record (UORR) form (see [Appendix B](#)) should be completed and submitted to the department. Both documents should contain the:

- Milepost location of each utility object being described.
- Utility offset from the highway centerline and edge of traveled way (fog line).
- Slope characteristics (such as fill slopes, foreslopes and backslopes, ditch depths and widths, and so on) between the centerline and the utility; extend to right of way whenever possible.

This information should be gathered for any surface and aerial utility objects, including, but not limited to, the following:

- | | |
|---------------------------------------|--|
| • Individual utility and guy poles | • Hydrants |
| • Down guys | • Gas or casing vents |
| • Hydrants | • Conduits, both vacant and occupied |
| • Telephone pedestals | • Other aboveground utilities or appurtenances |
| • Ground-mounted transformers | • Cabinets |
| • Disconnected/deactivated facilities | |

Submit the above-mentioned forms, along with DOT Form 224-696, [Utility Accommodation Application](#) (see [Appendix B](#)), to start the Consolidation or Renewal process.

- (b) **Field Data: Subsurface Utility Installations** – DOT Form 224-697, Utility Facility Description, Exhibit B (see [Appendix B](#)) must be completed and submitted to the department. Utility owners must locate subsurface utilities to verify the location, size, and other attributes of the utility. Information should be gathered for all subsurface utilities, including, but not limited to, the following:

- | | |
|--------------------------|---------------------------------------|
| • Waterlines | • Hand-holds |
| • Valves | • Drainage facilities |
| • Pressure relief valves | • Casings |
| • Blow-offs | • Conduit |
| • Vents | • Vaults |
| • Pumps | • Manholes |
| • Cables | • Disconnected/deactivated facilities |

(3) **Undocumented Utility Installations and Improvements**

Utilities should be encouraged to provide information regarding undocumented utility installations and improvements during the Consolidation/Renewal process. Generally, there should be no penalty or consequence for providing this information. It is to the benefit of both the department and the utility to document as much information as possible about utilities within the operating highway right of way.³ Approach the Consolidation/Renewal process as an opportunity to collaborate with the utility to locate and identify as many undocumented utilities as possible.

- (a) **Planned Highway Improvements** – The department should inform utilities early and often of any planned or programmed highway improvements that may offer an opportunity for correction of identified utility deficiencies or improvements. Frequent communication with the utility industry by region Utilities Offices is strongly encouraged.

³ Accurately documenting utilities avoids utility damage during highway maintenance work and costly impacts to highway improvement projects due to delays caused by unidentified utilities.

the Special Provisions and the Utility Franchise and Permit (UFP) database. Document retention rules require that documents superseded by the Consolidation be kept in the region Utilities Office for six years, after which they should be destroyed.

A Franchise Renewal is used to cover facilities that were issued under a franchise that was at, or near, its expiration date. The Renewal should include all amendments to the initial franchise. Permits, Category 4 facilities, and unrecorded facilities may be included in the Franchise Renewal if they are within the limits of the initial franchise and its amendments. Facilities covered by other franchises cannot be included in the Franchise Renewal.

(6) Utility Responsibility

By signing the Utility Accommodation Application, the applicant agrees to meet the terms and conditions of the application and any exhibits or attachments issued with the approved application. Those requirements include maintaining a valid and active utility accommodation document. Although WSDOT may inform a utility of expired utility franchises, it is ultimately the responsibility of the utility to ensure it has sufficient resources to meet the requirements contained herein.

WSDOT acknowledges this may require resource expenditures by utilities in order to meet this obligation. It is the department's expectation that, by allowing utilities to occupy the operating highway right of way, all requirements of the *Utilities Accommodation Policy* will be met, including maintaining an active accommodation document, and that the utility will plan for such contingencies accordingly.

By signing a utility accommodation document, the utility agrees to meet its obligations to WSDOT in a timely and satisfactory manner.

- (a) **Delay by Utility** – Upon notification by WSDOT of an expired or soon-to-expire utility franchise, it is expected that the utility will make a reasonable and timely effort to obtain a utility accommodation document that meets the requirements of the Utility Classification Criteria. If a utility fails to reasonably meet this obligation, notification should be given to the State Utilities Engineer.

Upon review, the State Utilities Engineer may take action up to and including placing a regional or statewide moratorium on further approval of accommodation documents submitted by the utility until such time as the utility is in full compliance with the state Utilities Accommodation Policies.

WAC 468-34-100

110.03 Fees and Reimbursable Accounts

This section describes accommodation documents' fees and reimbursable charges for WSDOT expenses in dealing with utilities' requests for installations within WSDOT right of way.

(1) Accommodation Fee Expenses

Fees collected cover the basic overhead charges related to the processing of accommodation applications. This work includes, but is not limited to, administrative services such as photo copying, accounting, and release of individual sureties. Fees also include work associated with receiving and reviewing applications for overall completeness and minor revisions to the application needed to meet WSDOT submittal requirements.

WAC 468-34-020(1)

(2) Accommodation Fees

WAC 468-34-020(1)

Accommodation fees for various types of applications or processes are shown in [Figure 110-2](#).

Application/Process	Fee
Category 1 Installation	\$500
Category 2 Installation	\$300
Category 3 Installation	\$150
Category 4 Installation	No Charge
Franchise Consolidation	\$300
Franchise Renewal	\$250
Transfer of Ownership	\$50

Fee Schedule

Figure 110-2

(3) Reimbursable Charges

WAC 468-34-020(2)

Reimbursable engineering costs beyond the application fee will be charged for:

- Both internal and external meetings related to the proposed utility installation.
- Detailed engineering review of accommodation requests such as clear zone calculations; scenic classification; Utility Facility Description (UFD) and installation plan review; Variance Justification review; diary entries and internal correspondence (written as needed for application approval).
- Preapplication approval field review by WSDOT personnel as necessary.
- Review of utility relocation plans related to highway improvement project utility relocation needs, to ensure compliance with the [Utilities Accommodation Policy](#).

Reimbursable costs will also be charged for postapplication approval field inspection necessary to ensure utility facilities are installed as reviewed and approved by WSDOT. (See [Chapter 7](#), Inspection, for additional details.) Costs for inspection may include, but are not limited to:

WAC 468-34-020(2)

- Preconstruction meetings.
- Construction inspection to verify it is installed according to the accommodation document.
- Travel time to and from worksite.
- Oversight of traffic control.

(4) Reimbursable Accounts

Regions should establish a single dedicated “J” Account for each utility customer. Subsequent accommodation applications should be assigned a separate Group number under the utility’s “J” Account that references the proposed installation’s:

- Application number.
- Milepost limits.
- State route number.
- Utility Work Order number (if available).

For further guidance on reimbursable accounts, see [Chapter 8](#), Reimbursement.

(5) Accountability

It is WSDOT's policy that signature by the utility on the Utility Accommodation Application, authorizes the department to charge for all costs associated with processing the utility's application. Language on the application states that the customer agrees to this policy by signature.

When WSDOT experiences difficulties recovering costs from a utility, the utility may be subject to more stringent recovery policies. Consult with region accounting personnel or the State Utilities Engineer if cost recovery becomes an issue with a particular utility.

110.04 Sureties

Sureties provide WSDOT with a means of recovering costs in the event the utility does not meet its obligations of the General and Special Provisions of the Utility Accommodation Application. They insure completion of construction, including the restoration of surfacing, slopes, slope treatment, top soil, landscape treatment, drainage facilities and cleanup of right of way. If the Utility does not have a blanket bond on file an individual surety, consistent with WAC 468-34-020 (3), should be considered for facility maintenance if ground disturbing activities occur.

WAC 468-34-020(3)

(1) Surety Classes

There are two Surety Classes used in conjunction with utility installations within the highway operating right of way.

- (a) **Individual Surety** – An individual surety is a one-time surety attached to a single utility installation project. The surety is released upon satisfactory completion of that utility installation. For additional guidance, see [Surety Release](#) (below).
- (b) **Blanket Surety** – A blanket surety is acceptable for multiple utility installations by a single utility owner and is valid throughout the state of Washington as long as the surety remains in effect. Depending upon the circumstances of a specific utility installation project, a blanket surety may be supplemented by an individual surety if deemed necessary by WSDOT.

(2) Types of Sureties

There are three types of sureties that can be used within each Surety Class. Utilities have the option to choose which surety to use, provided they are eligible to use the surety type.

(a) Individual Surety

1. **Individual Bond** – An Individual Class surety obtained from a licensed bonding agent. Use DOT Form 224-048, Individual Bond for Franchise or Permit (see [Appendix B](#)).
2. **Individual Escrow Agreement (see Appendix B)** – An Individual Class surety obtained from a licensed banking institution, which must be notarized.
3. **Individual Governmental Entity Pool** – An Individual Class surety obtained from an approved entity pool program.

(b) Blanket Surety

1. **Blanket Bond** – A Blanket Class surety obtained from a licensed bonding agent. Use DOT Form 224-012, Blanket Bond for Franchises and Permits (see [Appendix B](#)).

2. **Blanket Escrow Agreement** – A Blanket Class surety obtained from a licensed banking institution, which must be notarized.
3. **Blanket Governmental Entity Pool** – A Blanket Class surety obtained from an approved entity pool program.

WSDOT recognizes that surety bonding may be difficult for some smaller local agencies. Recommend Assignment of Escrow Accounts to smaller agencies with limited resources. Escrow accounts have no cost and they gain interest while held in the bank.

WSDOT should also work closely with local agencies to ensure understanding of surety requirements and how those requirements could affect agency construction schedules. Local agencies should also be made aware of the department's bonding release requirements. If the local agency releases its contractor's bond before WSDOT inspects and releases the local agency's surety with the department, the agency will be liable for repairs to the highway if the contractor's work is substandard and requires attention.

(3) Governmental Entity Pools

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

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

- (a) **Entity Pool Eligibility** – To meet WSDOT's entity pool surety requirements, an organization must:
 - Be a local agency, such as a city or county, or a public utility.
 - Be a participating member in a joint self-insured local government property/liability program.
 - Have the approval and oversight of the State Risk Manager in the Office of Financial Management (OFM), as provided in [RCW 48.62](#).
 - Operate under the rules of [WAC 82-60](#).
 - Be listed on the OFM Risk Management Division Local Government Self-Insurance Program.

(4) Sureties for Other State Agencies

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

(5) Sureties for U.S. Government Agencies

Sureties are not required for federal agency utility accommodations.

(6) Surety Requirements

The following are minimum requirements for all sureties submitted:

- Must be an original surety document.
- Escrow Agreement must be from a legally licensed banking institution.
- Escrow Agreement must be stamped, signed, and notarized by a valid Notary Public licensed to do business in the state of Washington.

- Bonds must be issued from a bonding agent licensed within the state of Washington. State forms may be used by the bonding agent, or bonding agents may use their own forms, provided all information contained on the state form is contained in the agent form.
- Entity Pool sureties must be self-insured local government property/liability programs that have the approval and oversight of the State Risk Manager in the Office of Financial Management as provided in [RCW 48.62](#) and operate under the rules of [WAC 82-60](#).

(7) Surety Acceptance

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

When the bond document is delivered to the Headquarters or Region office the bond needs to be processed. These steps include:

- Check Office of the Insurance Commissioners' website to ensure that the Insurance Company is licensed to do business in the State of Washington.
<https://www.insurance.wa.gov/consumertoolkit/search.aspx>
- Once confirmed the signatory signs the bond as acceptable to the State. Return a copy of the signed acceptance to the Insurance Company and the bond holder (Principle) for their files.

Be sure the individual bond acceptance has been filled out with the Region contact information- this is important to ensure that if the insured is cancelling or replacing a bond the Department is notified in a timely manner and the cancellation can be approved or the holder and the insurance company can be advised that it cannot be released.

- The original should be filed either in the Franchise or permit it is applied to or a bond file

HQ: Enter into the Bond Holder Database and provide and updated report for the regions.

(8) Surety Amounts

- Individual Surety Minimum Amounts** – Individual bonds and Assignment of Escrow Accounts shall be a minimum of \$1000. Surety amounts may be higher if deemed necessary or prudent by WSDOT to enable recovery of foreseeable expenses. [WAC 468-34-020\(3\)](#)
- Blanket Surety Minimum Amounts** – Blanket Bonds shall be a minimum of \$10,000. However, an individual surety may be used to supplement a blanket surety on a case-by-case basis for individual utility installations if deemed necessary or prudent by WSDOT. [WAC 468-34-020\(3\)](#)
- Additional Surety** – The Region Utilities Engineer should use individual discretion when considering requiring increased or additional surety amounts beyond the minimum. Reasons or conditions for requiring increased amounts include, but are not limited to:
 - Open cuts of the paved roadway.
 - Other Category 1 installations.
 - Demonstrated poor work performance issues.
 - Scope of work, such as large or high-impact projects.

- Roadway crossings other than open cuts.
- Bridge attachment installations.

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

(9) Surety Duration

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

WAC 468-34-020(3)

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

WAC 468-34-020(3)

(b) **Open Cuts of Traveled Lanes or Shoulders** – Sureties for work involving disturbance of the roadway prism shall be maintained for a minimum period of two years after the date of Completion of Construction. This is to ensure no settling or other secondary damage has occurred as a result of the installation.

WAC 468-34-020(3)

(c) **Drainage, Vegetation Reestablishment, or Other Special Situations** – Sureties for special situations shall be held as needed for the situation until Completion of Construction. For example, sureties for utility work requiring revegetation may be held until revegetation has taken hold to WSDOT's satisfaction. Specific conditions and expectations defining when a surety may be released should be clearly identified in the accommodation document provisions. Identify contact persons in Special Provision No. 1, when used.

(10) Surety Release

- (a) **Individual Sureties** – The surety holder or surety agent must request a surety release in writing from WSDOT. Upon satisfactory review, a letter authorizing the release of the surety must be sent to the bonding agent or banking institution where the surety is held. A copy of the letter should also be sent to the surety holder.
- (b) **Blanket Sureties** – Requests for release of blanket sureties must be made in writing to the State Utilities Engineer. A Notice of Request for Release of Blanket Surety must be distributed to each Region Utilities Engineer for review of installations within their regions. All utility installations installed by the Surety Holder must be reviewed to ensure the Surety Duration has been satisfied.

(11) Changing Blanket Surety

Unless authorized by WSDOT, utilities making a change in surety agents are required to maintain a surety at all times during the surety transition.

110.05 Local, State, or Federal Agencies

All utility installations proposed within the operating highway right of way require submittal of an Utility Accommodation Application, including all local, state, or federal agencies.

(1) State and Local Agencies

Some state and local agencies from which WSDOT may receive utility accommodation applications include, but are not limited to, the following:

- City municipalities
- County governments
- Department of Natural Resources (DNR)
- Department of Fish and Wildlife (DFW)
- Public school districts
- State Parks and Recreation Commission
- State-funded colleges and universities

Submit applications for utility installation proposals from local agencies and other state agencies on DOT Form 224-696, Utility Accommodation Application (see [Appendix B](#)). These applications are subject to the same requirements as other applications. Additional documentation may be required as defined elsewhere in this manual or as determined by the Region Utilities Engineer.

(2) Coordination With Other State Agencies

Some state agencies have Memorandums of Understanding (MOUs) with WSDOT. These MOUs may specify that the department and the state agency work together in a certain manner or may outline specific expectations regarding utility accommodation. Currently WSDOT has established MOUs with the following state agency:

- (a) **Department of Natural Resources (DNR)** – WSDOT utility franchises authorize utility companies to install utility facilities within state right of way, but do not authorize utility companies to occupy DNR-managed aquatic lands. DNR also owns and manages upland areas where WSDOT occupies right of way by easement for roadway purposes only.

The DNR maintains authority for management of the state's aquatic lands and issues proprietary easements for activities that occur on them,⁴ including utility easements. In addition to obtaining a utility franchise or permit from WSDOT, utility companies whose facilities are installed upon WSDOT rights of way or highway facilities that cross over DNR-managed aquatic lands and upland ownership must also obtain an easement from DNR.

⁴ These include tidelands and bedlands in the Puget Sound, Willapa Bay, and Grays Harbor; bedlands along the outer coastal shelf; and shorelands and bedlands within navigable freshwater lakes and rivers throughout the state.

(3) Federal Agencies

WSDOT has standing agreements with the following two federal agencies that obligate the department to specific rights, obligations, and coordination efforts relative to utility installations or relocations on state highways.

Agency	Agreement
U.S. Bureau of Reclamation (USBR)	GC-1020-B
U.S. Department of Agriculture, Forest Service	NFS 00-MU-11060000-040 (MOU)

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

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

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

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

[WAC 468-34-020\(1\)](#)

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

(4) Utility Installation Application Requirements

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

120 Specific Installation Requirements

120.01 Hearings

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

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

[RCW 47.44.010](#)
[RCW 47.44.020](#)
[WAC 468-34-030\(1\)](#)

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

[WAC 468-34-030\(2\)](#)

- Overhead transmission lines in excess of 35 Kv.
- Facilities involving the installation of carrier pipe larger than 18 inches nominal diameter.
- Facilities requiring an excavation wider than 3 feet.
- Pipelines carrying transmittants that are flammable, corrosive, expansive, energized, or unstable and that are larger than 4 inches nominal diameter.
- Pressurized carrier pipes larger than 12 inches nominal diameter.
- Underground installations of any size that require excavation through landscaped areas authorized by permit and that are maintained by owners of abutting property.

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

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

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

[WAC 468-34-030\(3\)](#)

(3) *Franchise Hearings*

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

120.02 City Streets as Part of State Highways

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

[RCW 47.24.020\(4\)\(5\)](#)

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

[RCW 47.24](#)
[RCW 47.24.020\(13\)](#)

120.03 Annexations and Route Jurisdiction Transfers

(1) Annexations

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

- (a) **Processing Existing Accommodation Documents** – Existing accommodation documents approved by WSDOT should be sent to the local agency. Entries should be made in the UFP and the accommodation document file indicating the date of transfer and other pertinent data such as local agency contact information and annexation resolution number. A letter or other assignment document must be sent to the local agency indicating the assignment of the utility accommodation authority.

(2) Route Jurisdiction Transfers

[RCW 47.24.020](#)

Route Jurisdiction Transfers (RJTs) are the transfer of ownership of a specific roadway from WSDOT to a local agency or vice versa. Upon formal transfer, operation and maintenance responsibilities are transferred to the receiving agency.

- (a) **Transfer to WSDOT by a Local Agency** – When WSDOT accepts responsibility for a roadway, every effort should be made to obtain all available utility accommodation information from the local agency. Any companies known or suspected of having utilities along the route should also be contacted and informed of the change in route ownership. Existing accommodation documents obtained from the local agency are automatically canceled. All utilities must obtain an approved accommodation document from the department. Refer to [Undocumented Utilities](#) (below) for information on obtaining an accommodation document for existing utilities.

Other considerations include:

- City limits and jurisdiction issues
- Access control levels
- Control Zone issues
- Property rights (easements)
- Urban growth and associated utility issues

1. **Ownership Transfer to WSDOT: Acceptance Process** – The region Utilities Office should make every effort to become involved as early as possible in the transfer process to ensure utility accommodation issues are properly coordinated. Routes being transferred to WSDOT should be screened to estimate the level of effort needed by the region Utilities Office to bring the proposed route up to department standards before the transfer process is completed and to inventory obvious utilities. Make every effort to obtain existing accommodation documents from the local agency and incorporate them into WSDOT records.

Review existing permits or franchises issued by the local agency for contract terms. If there is a termination clause, WSDOT should decide whether to terminate the agreement pursuant to the termination language and issue its own franchise or maintain the existing agreement. If no termination clause exists, regions should contact [HQ Utilities](#) for legal assistance if necessary.

(8) Trenched Construction

All trenched construction must meet the requirements of the current edition of WSDOT's *Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications)*. When trenching and/or excavation impact the roadway prism, utility inspection oversight of the trenching work is required. The goal of trench restoration includes:

WAC 468-34-250

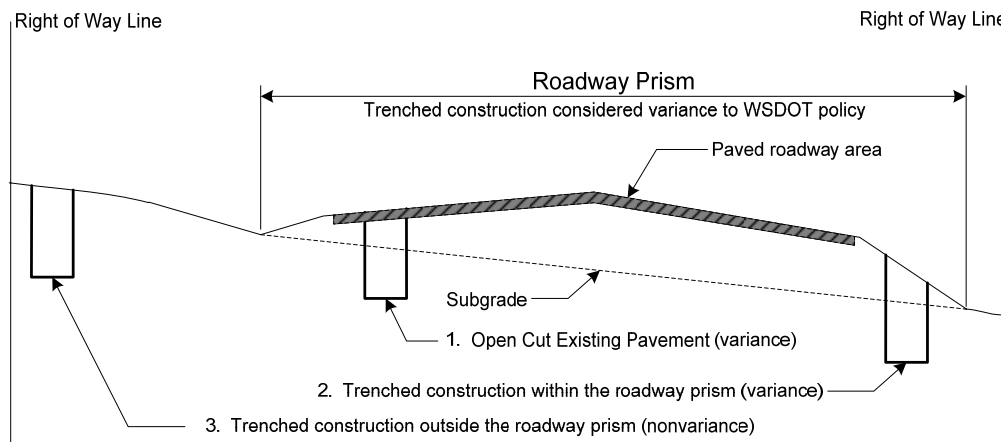
- Preserving the structural integrity of the roadway prism and other highway facilities.
- Securing piping material from deformation that may cause leakage.
- Avoiding the creation of drainage channels or blockage of existing subsurface drainage by placement of impervious backfill material such as may be encountered with the use of Controlled Density Fill (CDF) backfill in longitudinal trenches. The Region Materials Engineer and Maintenance Engineer, along with other region specialty groups, should review and approve longitudinal installations proposing CDF as a backfill material.

(9) Types of Trenched Construction

There are three basic types of trenches as they apply to utility accommodation. These are defined below and illustrated in [Figure 120-1](#), Types of Trenched Construction.

WAC 468-34-190

- Open cut construction: Requires cutting of existing paved roadways or shoulders, which includes both crossing and longitudinal installations as well as window cuts to accommodate bore pits or service connections.
- Trenched construction within the roadway prism: Includes longitudinal installations and window cuts to accommodate bore pits or service connections.
- Trenched construction outside the roadway prism.



Types of Trenched Construction

Figure 120-1

(10) Excavation in Roadway Prism

WAC 468-34-190(4)

Excavation such as bore pits, longitudinal trenched construction, and other types of excavation within the roadway prism that is adjacent to the edge of pavement requires shoring to avoid undermining the pavement. Shoring plans should be included as part of the approved Utility Accommodation Application.

WAC 468-34-190(4)

- (a) **Open Cuts** – Open cutting the existing paved roadway or shoulder to accommodate utility construction is a variance from WSDOT policy. Open cutting should only be considered as an installation method of last resort and only after a thorough review and justification process has been completed. Other route alternatives and subsurface utility construction methods must be justifiably eliminated as viable construction alternatives before an open cut proposal will be considered. (See [120.04\(14\)](#), Trenchless Construction, for additional guidance.)

Approval of utility installations proposing an open cut requires a significant effort by both the utility and WSDOT. As such, all costs associated with the review and approval of such a proposal shall be borne exclusively by the utility.

Supporting information for the variance approval should be maintained in the franchise/permit file documenting the review and approval process. (See [120.14](#), Variances: Types, Treatment, and Approval, for detailed guidance on justification procedures for open cut proposals.)

Best Practice

1. **Open Cuts on Private Road Approaches** – WSDOT does not consider open cuts on private road approaches a variance. However the needs and desires of the permitted road approach owner should be considered when a utility installation proposes an open cut of a private road approach. The utility must give prior reasonable notice to the approach user to ensure landowner access needs are met.

All open cuts of private road approaches shall be restored to WSDOT standards. Regions should use individual judgment when considering road approach open cut proposals. Nothing in these guidelines shall prevent the region from denying an open cut request of a private approach upon the operating highway right of way.

WAC 468-34-190(4)

2. **Open Cuts on Local Agency Roadways** – Generally, open cuts of public roads such as county road intersections are discouraged. Consideration should be given to traffic volumes and disruption to local traffic when an open cut is proposed on a local agency connecting roadway within the operating highway right of way.

(11) Trenched Crossings in Advance of Highway Construction

Best Practice

Open trench construction proposed in advance of highway improvement projects involving the placement of new Hot Mix Asphalt at the location of the open cut may be considered without variance approval. However, this should not be considered as blanket approval for all open cut proposals in advance of construction. Factors such as traffic disruption, construction schedule, and other factors should be considered before approval is granted.

Information describing the highway improvement project should be placed in the application file documenting the decision and approval process. Detailed inspection efforts should be undertaken while the utility is being installed to ensure pipe bedding and trench backfill material is placed in accordance with WSDOT standards.

- (b) **Scenic Class B** – Locations of high scenic quality where valuable scenic and environmental amenities exist, that are generally enjoyed by travelers and the public, and that deserve serious consideration for preservation and protective measures.
1. **Scenic Subclass X – Scenic Flexibility** – An alternative to Scenic Classes A and B. This class is for use in areas where utility or highway design alternatives, such as configurations, color, location, or other design features, may allow an aerial facility without significantly changing the landscape quality. Aerial facilities must be acceptable to WSDOT and substantiated by appropriate documentation describing the decision-making and justification processes.
 2. **Scenic Subclass X – Provisional Designation** – Route Jurisdiction Transfer (RJT) highways are designated Scenic Class BX(p) on a provisional basis until a Scenic Classification Review Team can be arranged to provide a formal classification designation. Regions should submit a request for formal review of RJT highways to [HQ Utilities](#).
- (c) **Scenic Class C** – Areas of secondary scenic importance. Scenic characteristics are of marginal importance.
- (d) **Scenic Class D** – Areas of industrial development or areas heavily urbanized or deteriorated. Areas where the expense for beautification measures may not be appropriate.
- (e) **Route Jurisdiction Transfers and New Highways** – New highways or roadways whose ownership is transferred to WSDOT from another agency will receive a provisional scenic classification of BX(p) until a field review of the highway can be conducted by a Scenic Classification Review Team.

(3) **New Utility Installations**

- (a) **Scenic Classes A and B** – New utility installations shall be installed underground unless otherwise justified by “Special Exceptions,” noted in [Existing Utility Facilities](#) below. New aerial utility installations proposed within Scenic Classes A and B shall be considered a variance to the Scenic Classification Policy and require reasonable justification. (See [120.14](#), Variances: Types, Treatment, and Approval, for additional guidance.)
- (b) **Scenic Subclasses AX and BX** – Aerial installations may be allowed with justification.
- (c) **Scenic Classes C and D** – Aerial installations are allowed.

WAC 468-34-330(1)

(4) **Existing Utility Facilities**

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

WAC 468-34-330(1)

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

Best Practice

- (a) **Joint-Use Utility Facilities** – Third-party utilities installed upon an existing utility plant within Scenic Class A or B may be installed to the extent that only the existing utility poles may be used. Installation of a new utility pole to accommodate an aerial crossing from an existing utility pole should not be considered. Rather, the utility should make the crossing underground.
- (b) **Joint-Use Utility Facilities: Franchise Expiration** – Third-party utilities installed by franchise upon an existing utility plant should have the same expiration date as the existing franchise. Utilities proposing to make such an installation should be informed, in writing, of the status of the existing utility franchise. Such information should include:
- Scenic classification.
 - Existing franchise expiration date.
 - Undergrounding expectations.
 - Warning that the proposed utility may incur additional expense due to the necessity to underground in the near future.
 - That such expense is to be expected and may not be considered under “Special Exceptions” in [Variance From the Scenic Classification Policy](#) (below).

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

WAC 468-34-330

- (a) **Utility Reconstruction** – Utility reconstruction is defined as the replacement of 25% of any utility poles, towers, or similar aboveground utilities within a mile of a highway. Individual periodic pole or tower replacement is exempt. When such reconstruction is to be done upon an aerial facility within Scenic Class A or B, the facility shall be reconstructed underground as defined by this section.
- (b) **Utility Maintenance** – Utility maintenance is defined as regular and routine maintenance of a utility, including individual replacement of any aboveground facility.

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

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

WAC 468-34-330(2)

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

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

(7) **Scenic Class Reevaluation**

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

- (a) **Scenic Classification Disputes** – Utilities have the option of disputing existing scenic classification designations. Utilities wishing to dispute existing designations relative to a proposed utility installation must start the variance process and indicate the desire to dispute the existing scenic classification designation. Upon receiving the variance justification package, the Region Utilities Engineer should review the circumstances

and conditions relative to the dispute and provide a findings and recommendation to the HQ Utilities Engineer for further action.

- (b) **Scenic Classification Reevaluation: Department-Initiated** – Regions should conduct reviews of existing roadway scenic classifications periodically to determine which routes to consider for scenic class reevaluation. Include at least the following types of areas:
- Urban growth expansion.
 - Business and industrial development.
 - New roadway cuts, noise walls, or similar infrastructure features.
- (c) **Scenic Classification Review Team** – Forward scenic classification disputes or recommendations for reevaluation to HQ Utilities. Headquarters will arrange and coordinate a regional or statewide review by a Scenic Classification Review Team consisting of the following:
- HQ Landscape Architect (Permanent Member)
 - HQ Utilities Representative (Permanent Member)
 - Utility industry representative
 - Region Utilities Engineer
 - Region Landscape Engineer or other region designee
- (d) **Cost Responsibility** – Utility industry representatives will be responsible for their costs. WSDOT will be responsible for its costs.

120.09 Control Zone

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

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

(1) Utility Maintenance

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

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

- Utility pole replacement (see [900.10\(2\)](#), Existing Utility Reconstruction).
- Any increase in utility quantity, size, or capacity.
- Reinforcement or stabilization of any aboveground utility.

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

WAC 468-34-350

(2) Utility Reconstruction

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

(3) Department Coordination

Best Practice

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

120.10 Joint-Use and Future-Use Utilities

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

(1) Purpose and Need

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

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

(2) Conduit for Future Use

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

- (a) **Documentation of New Empty Conduit** – The following requirements apply to empty conduit:
- Conduit may only be used by the utility that applied for the initial installation unless there is a lease agreement or formal change of ownership (see [130.05](#), Utility Transfer of Ownership – Acceptance of Assignment).
 - Conduits must be applied for as “Empty Conduit for Future Use.” All accommodation requirements apply to the application.
- (b) **Vacant Conduit: Lease** – Third-party utilities must apply for an accommodation document when leasing vacant conduit. A copy of the lease agreement must be attached to the application indicating a legal right to make the installation within the primary utility's conduit.
- (c) **Vacant Conduit: Purchase** – New utility facilities installed in existing conduits after a fee-simple purchase must first satisfy the requirements of the Acceptance of Assignment process before an accommodation document will be issued.

(2) Types of Variances

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

- Open cuts of state roadway.
- Open trenches within areas defined as Category 1.
- Shallow depth installations that do not meet the requirements of [WAC 468-34-200](#).
- Longitudinal installations inside limited access control right of way.
- Longitudinal installations within any median.
- Aerial installations within Scenic Class A or B.
- Uncased crossings that do not meet the requirements of [WAC 468-34-210](#).
- Control Zone Location I and II aboveground objects.

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

(3) Justification Requirements: General

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

- Reasonable
- Verifiable
- Valid
- Justified

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

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

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

- Engineering plans, profiles, and details for the chosen route.
- Roadway cross section of the entire right of way width at regular intervals (maximum 50 feet) where the open trench encroaches upon the roadway prism. Show details relating to width of travel lanes; turn lanes; shoulders and widened areas; and location of existing utilities.
- Open trench cross section showing pipe and casing, if applicable; trench width; pipe zone bedding and material; backfill material; and existing and replacement surfacing material, width, depth, and specifications.
- Utility Maintenance Plan, if necessary.
- Cost estimate, if cost is the reason for the rejection of alternatives.
- Additional supporting information.

WAC 468-34-190(4)

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

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

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

WAC 468-34-190(3)

- (b) **Open Trench Within Limits of Category 1** – Open trenching includes both longitudinal trenching for utility installation and trenching related to work such as a bore pit. Similar to open cutting, open trenches near the edge of pavement reduce the life span of the roadway structure, can cause undermining of the paved roadway and lead to settling, and have other negative impacts. Because of such issues, these conditions are a variance from policy and require justification for approval of any open trench proposal.

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

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

WAC 468-34-200

- (c) **Shallow Depth Installation** – Utilities must be installed at depths noted in [Figure 120-3](#), Minimum Cover Detail, to protect the utility from damage to superimposed highway loads and maintenance operations and to avoid impacts to the utility by minor highway improvement projects.

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

All proposed shallow depth utility installation variance proposals must include:

- Shallow Depth Installation Variance Request Justification (see [Appendix B](#)).
- Reinforcement detail showing the type of protective measures proposed and construction methods.

WAC 468-34-190(3)

- (d) **Longitudinal Installations Within Any Median** – All longitudinal median installations are a variance from WSDOT policy and must be justified. Median installations present construction challenges for the utility; hazards for the traveling public from construction equipment and materials; safety issues for construction workers; highway improvement relocation issues for the utility; and potential for construction delays on department highway improvement projects.

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

- Longitudinal Median Installation Variance Request Justification (see [Appendix B](#)).

- (e) **Longitudinal Installations Within a Limited Access Controlled Highway** – WSDOT and the FHWA purchase access rights to some highway rights of way in order to limit access to the facility. Full access control facilities access transportation facilities only from interchanges.

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

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

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

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

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

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

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

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

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

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

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

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

(4) Variance Justification Review

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

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

Best Practice

(5) Variance Approval

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

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

(a) **Headquarters Approval Transmittals** – Variance approval requests should be prepared for signature and forwarded to HQ Utilities. Contact Headquarters early in the approval process. A preliminary submittal is recommended for review, comments, and any additional information needed. As such, all Variance Request packages must contain a completed Justification.

1. **Application Package** – All variance approval requests transmitted for Headquarters approval must contain:

- An Utility Accommodation Application with the utility's signature.
- Special Provisions for permits and franchises.
- Utility Facility Description.
- Appropriate permit or franchise exhibits.
- Approved Traffic Control Plan, if required.
- Approved TESC Plans, if required.
- Approved Dewatering Plan, if required.

2. **Variance Request Package** – A memorandum providing the following information must be attached as a cover to the Variance Request Package.

- Description of the variance with a reference to the appropriate part of the Utilities Accommodation Policy for which a variance is being requested.
- Highway classification.
- Region review effort, comments, and support.
- Justification.
- Access type.
- Scenic classification.
- ADTs.
- Method of construction and maintenance access.
- Maintenance Plan (if appropriate).
- Bridge data (if appropriate).
- Other pertinent information that may have a bearing on approving authority's signature.

130.02 Extension of Installation Time

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

WSDOT Policy

(1) Purpose

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

(2) Requests for Extension of Time

If construction has not begun within the one-year time frame, as determined by the application approval the applicant should (1) submit a written request for an extension of time to begin construction or (2) submit a new application. The request should include justification for the delay in construction start. WSDOT should review the request and make a reasonable effort to verify that no significant changes have been made in the scope or nature of the installation.

- (a) **Cost Recovery** – If construction for an approved accommodation document has not occurred, the cost-recovery policies apply to the request for the extension of time. In the event additional reviews are warranted, accommodation cost-recovery policies may be instituted for the review costs necessary to acquire approval of the request.
- (b) **Requirements for Extension of Time to Begin Construction** – For applications previously approved, but for which construction has not begun within the one-year period after the approval date, all of the following should be submitted or apply:
 - Written justification for the delay in construction start.
 - If changes have occurred, new plans for approval, along with application to be treated as a completely new submittal.
 - Approval should be by the original permit or franchise signatory or equal.

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

- Meeting with applicant and WSDOT support personnel, as appropriate.
- Establishment of a reimbursable account may be necessary for the additional review and/or meetings required, if the applicant does not have an active reimbursable account.
- Reevaluation of existing Traffic Control Plans or new plans, as may be needed for revised installation plans.
- Review and approval by appropriate support groups.

130.03 As-Builts: Record Drawings

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

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

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

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

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

130.04 Penalties

RCW 47.44.060

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

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

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

(1) Notification and Department Action

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

- Step 1** – Make every effort to work in an informal, cooperative manner with utility owners to resolve issues for which penalties may be under consideration. Document all formal and informal contact with the utility while attempting to resolve the penalty issue.
- Step 2** – Send a certified letter to the utility per [RCW 47.44.060](#). The notice must inform the utility owner that an [Utility Accommodation Application](#) must be submitted within 45 days or the utility installation must be removed from the right of way. The letter must indicate the location of the utility within the right of way.
- Step 3** – If no application has been received from the utility owner within 45 days, contact [HQ Utilities](#). [HQ Utilities](#) will meet with the Attorney General's Office to discuss the next step that may need to be taken.

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

130.05 Utility Transfer of Ownership – Acceptance of Assignment

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

WAC 468-34-020(1)

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

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

(2) **Transfer Requirements**

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

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

(3) **Coordination and Responsibility**

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

- (a) **Region-Only Transfers** – Region Utilities offices should maintain a recordkeeping system that tracks individual accommodation document assignments for utilities that are restricted to within region boundaries, where the change in ownership will not affect other regions' business needs.
- (b) **Statewide Transfers** – Utility Transfers of Ownership for utilities that cross region boundaries should be coordinated by HQ Utilities. This ensures statewide involvement in the transfer process and allows for coordination and communication of ownership and blanket surety issues.

(4) **Effect on Accommodation Documents**

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

- (a) **Current Utility Franchises** – The ownership transfer process should not have an immediate effect upon current unexpired utility franchises. However, when franchises are involved in utility transfers of ownership, several issues must be confirmed and, if necessary, communicated to the new utility owner to ensure full disclosure of pending issues that will affect the utility.
 1. **Utility Franchise Expiration Date** – Utility franchise expiration dates carry over to the new utility owner in the Utility Transfer of Ownership process. There is no change or adjustment in the franchise expiration date. It is important that WSDOT advise the company assuming utility ownership responsibility of any pending franchise expiration issues that will require Franchise Renewal.

2. **Transfer of Aerial Franchises in Scenic Class A or B** – Similar to notification of pending or currently expired franchises, it is critical to disclose to the company assuming utility ownership any existing or pending franchise expirations that will require an aerial facility to be removed and installed underground on highways within Scenic Class A or B. (See [120.08](#), Scenic Classification Policy, for additional guidance on scenic classification issues.)
 - (b) **Transfer of Expired Franchises** – Expired franchises are not legal documents; they have expired and are therefore not eligible for transfer from one entity to another. Before any transfer can legally take place, the original owner must renew the franchise, or the new owner must apply for a new utility accommodation application or Consolidation.
 - (c) **Utility Permits** – Utility permits are by nature perpetual documents. There should be little administrative effect to utility permits due to an ownership transfer. Surety issues and database name changes must be addressed.

(5) Effect(s) on Surety

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

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

(6) Document Administration

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

- (a) **Utilities Database** – Updates to the UFP database relating to transfer of ownership are the responsibility of [HQ Utilities](#). Contact Headquarters when changes need to be made to the database holder table, whether the transfer is region-specific or being done statewide.
- (b) **Filing: Region** – Regional transfers of ownership should be maintained at the region Utilities Office. An appropriate file or data system should be maintained to track the changes in ownership of various utilities within the region.
- (c) **Filing: Statewide** – [HQ Utilities](#) maintains a file or data system of statewide transfers of ownership as well as a database that tracks the historical changes in ownership of various utilities across the state.

(7) Utility Transfer of Ownership Form

Use a Utility Transfer of Ownership (Acceptance of Assignment 224-051 EF) form when transferring ownership of utilities between entities.

130.06 Abandoned, Deactivated, or Disconnected Utilities

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

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

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

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

(1) Removal of Hazardous Materials

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

(2) Options

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

- (a) **Ownership Maintained by Utility** – Utilities that wish to keep ownership of deactivated or disconnected facilities that have been left within the operating highway right of way must maintain an accommodation document listing the facility as deactivated or disconnected.

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

- (b) **Ownership Transferred to WSDOT** – Utilities that wish to transfer ownership of abandoned facilities to WSDOT may do so, provided the department agrees to the transfer.

Requirements for such transfers are as follows:

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

Contact [HQ Utilities](#) if transfer of ownership is being contemplated by a utility.

(3) Documentation

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

130.07 Undocumented Utility Installations

RCW 47.44

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

(1) Level of Notification

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

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

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

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

Document all communication with the utility as discussed under [Initial Notification](#) above.

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

- (c) **Approval** – WSDOT approval of accommodation documents within turnback areas should not be granted until the local agency has provided written concurrence of the installation.
- (d) **Turnback Area: Transfer to Local Agency** – Approved accommodation documents for utility installations within turnback areas must be sent to the local agency after transfer of ownership. Prior to transfer, the local agency may ask for informational copies of approved accommodation documents. These should be provided if requested.

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

(4) **Construction Permit Areas**

- (a) **Construction Permit Area: Utility Accommodation Jurisdiction** – The local agency retains jurisdiction for the processing and approval of accommodation documents within construction permit areas. Approval of proposed utility installations within construction permit areas is the responsibility of the local agency.
- (b) **Construction Coordination** – Because of construction coordination issues, WSDOT has a vested interest in reviewing and concurring with the proposed utility installation if it affects the department’s construction project. The region Utilities Office should work with the local agency to ensure the proposed utility installation is coordinated with the highway project.
- (c) **Postconstruction** – For postconstruction installations where roadway construction is substantially complete but the construction permit remains in effect, the requesting utility should be referred to the local agency for processing and approval of the proposed installation.
- (d) **Approval** – Approval is provided by the local agency.

130.09 Compliance Reviews

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

(1) **Compliance Review Areas**

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

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

(2) **Compliance Review Findings**

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

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

200.01 General

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

(1) Preliminary Engineering Agreements

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

For guidelines, examples, and the approving authority on PE Agreements, see [200.03](#), Preliminary Engineering Agreements.

(2) Construction Agreements

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

- When a WSDOT project impacts a utility facility in which the utility has an easement or some type of compensable property interest (see [200.02](#), Utility Property Rights), WSDOT is obligated to pay for its relocation costs and replacement easement and/or fee title property interest. Typically, the utility would perform the removal of its facilities and construct its new facilities within its replacement property. Work would be covered under a Utility Construction Agreement, Work by Utility – State Cost (DOT Form 224-053 EF).
- When a utility requests that WSDOT include construction of the utility’s facilities, such as conduits, water, or sewer lines, as part of a WSDOT project, that work would be covered under a Utility Construction Agreement, Work by State – Utility Cost (DOT Form 224-062 EF). The utility in this case would be responsible for all actual direct and indirect costs, including, but not limited to, WSDOT contract administration, mobilization engineering, and overhead costs.

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

(3) Scoping Phase

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

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

(4) Definitions

For definitions, see [Appendix A](#), Glossary.

(5) Policies Governing State and Federal-Aid Agreements

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

[23 CFR Part 645](#), Subpart A, Utility Relocations, Adjustments, and Reimbursement

[23 CFR Part 645](#), Subpart B, Accommodation of Utilities

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

Utilities Accommodation Policy M 22-86, WSDOT

For further information, see [Appendix C](#), Policy Guidance.

(6) Applicable State Laws

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

[Chapter 47.12 RCW](#), Acquisition and disposition of state highway property

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

[Chapter 47.28 RCW](#), Construction and maintenance of highways

[Chapter 47.44 RCW](#), Franchises on state highways

For further legal references, see [Appendix D](#) and the RCW and WAC References.

200.02 Utility Property Rights

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

(1) *Compensable Real Property Interest*

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

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

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

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

(2) *Determining Utility Property Rights*

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

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

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

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

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

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

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

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

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

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

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

(3) Compensation and Replacement of Utility Property Rights

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

- (a) **Compensation** – The first option should be for WSDOT to compensate the utility for its property rights and issue a permit or franchise to authorize the utility to locate within WSDOT right of way. The region Real Estate Services Office will negotiate the compensation to be paid and prepare a quitclaim deed (see Quitclaim Deeds below) for execution by the utility, in conjunction with the region Utilities Office issuing the permit or franchise.
- (b) **Replacement** – If unable to utilize option (a), WSDOT replaces the utility's property rights with the same type of property rights, in accordance with the guidelines listed below.

1. **Utility to Remain Within the Limits of Its Existing Property Rights and Within the New State Right of Way Limits** – The utility conveys its fee title or easement rights within the new highway right of way limits to WSDOT by quitclaim deed. In turn, WSDOT conveys by quitclaim deed a replacement easement to replace all or a portion of property acquired by the WSDOT, subject to appropriate conditions (see Replacement Easements below). If WSDOT replaces a fee title ownership with an easement, the utility may be entitled to some compensation; the region Real Estate Services Office will negotiate the compensation to be paid.

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

2. **Utility to Be Relocated Outside the Limits of Its Existing Property Rights and Outside State Right of Way**
 - **Utility possesses powers of eminent domain** – Utility conveys to WSDOT by quitclaim deed property rights within the new highway right of way limits. WSDOT acquires on behalf of the utility an easement or fee title (as appropriate) and transfers it to the utility, or the utility acquires an easement or fee title (as appropriate) and is reimbursed by WSDOT for the new corridor outside the state's new right of way limits.
 - **Utility does not possess powers of eminent domain** – Utility conveys to WSDOT by quitclaim deed property rights within the new highway right of way limits. WSDOT acquires additional right of way and

thereafter conveys an easement to the utility located within the state's new right of way. If WSDOT replaces a fee title ownership with an easement, the utility may be entitled to some compensation; the region Real Estate Services Office will negotiate the compensation to be paid.

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

- (c) **Quitclaim Deeds** – Quitclaim deeds are prepared by the region Real Estate Services Office. This process must be completed for Real Estate Services to obtain clear title to the right of way. The quitclaim deed may indicate a monetary value for which the utility is to be compensated for relinquishing its rights.
- (d) **Replacement Easements** – When WSDOT is acquiring an easement for transfer to a utility or granting an easement within WSDOT right of way, the easements are shown on WSDOT's official right of way plan. The replacement easement deed granted to the utility is described in accordance with the terms of an agreement.

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

200.03 Preliminary Engineering Agreements

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

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

(1) Preliminary Engineering Cost

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

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

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

(2) Preliminary Engineering Agreement Preparation

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

The first step after receiving a cost estimate for the agreement, whether from the utility or WSDOT's Project Design Engineer, is to obtain an agreement number. This is done by initiating an Agreement Review Transmittal (ART) form in the ART system, which will automatically generate your agreement number. Information you need to provide on the transmittal includes:

- State Route Number.
- Project title.
- Dollar amount of the agreement.
- Contractor (use the name of the utility the agreement is with).
- Contact person and phone number (list yourself).
- Agreement Manager and org. code
- Start and end dates
- Milepost limits
- Vendor number
- If Chapter 39.34 RCW applies
- Retention time for the agreement
- Reason for the agreement (for example, relocation of a utility waterline on an easement or inclusion of utility waterline construction in a WSDOT project)

Indicate (by checking the box) whether the agreement is reportable under the contracting policy, and select the agreement type under the pull-down menu. (Utility agreements associated with a construction project will be Public Works/Capital Projects.)

Following its issuance, include the UT number in the header of the agreement, on each page of the agreement, and on each of the exhibits prior to sending the agreement to Headquarters for review or to the utility for signature.

(a) **Preliminary Engineering Agreement Forms** – There are two types of Utility Preliminary Engineering Agreement forms: Work by State and Work by Utility. The variations of these forms depend on who is paying for the relocations or new installations.

The standard form Utility Preliminary Engineering Agreement variations are:

- Work by State – Utility Cost (DOT Form 224-301 EF)
- Work by Utility – State Cost (DOT Form 224-072 EF)

1. **Utility Preliminary Engineering Agreement – Work by Utility** – Standard form agreements are used when preliminary engineering is performed by the utility’s own forces or by a consultant retained by the utility, and some or all of the cost is WSDOT’s responsibility. The standard form agreement is used whenever possible; however, unique circumstances may require the use of a nonstandard agreement. If a standard form agreement is altered in any way after the statement “IT IS MUTUALLY AGREED AS FOLLOWS,” it is a nonstandard agreement and requires “approval as to form” by the Attorney General’s Office (AGO). AGO approval as to form is also required if the exhibit changes the terms of the standard form agreement.
2. **Utility Preliminary Engineering Agreement – Work by State** – Standard form agreements are used when a utility requests that WSDOT include utility relocations or construction of its facilities in the WSDOT project contract. In these cases, at least a minimal amount of preliminary engineering work will have to be performed by WSDOT. The financial responsibility may be the utility’s or WSDOT’s, depending on the utility’s property rights. Even if WSDOT is not doing the actual design of the utility’s facilities, WSDOT should recover the costs it incurs to incorporate the utility’s plans into WSDOT’s project contract unless the costs are WSDOT’s responsibility.

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

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

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

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

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

1. **Scope of Work** – This section defines the work to be accomplished under the agreement, with a statement of the cost responsibilities of that work.
2. **Division of Work** – This section describes the proposed work separately under the headings “Work to Be Performed by the State” and “Work to Be Performed by the Utility.” Under each heading, the description of work should have sufficient detail to allow an accurate comparison between the work described in this section and the plan sheet exhibit. If no work is performed under one of the above headings, the heading is followed by the word “None.” A comparison between this Exhibit A, the cost estimate exhibit, and the plan sheet exhibit must show continuity among all three.
3. **Betterment** – This section states whether or not there is a “betterment” of the utility’s facility that is not due to a statute, industry standards, or other justification acceptable to WSDOT. A betterment is any upgrade in a utility facility that is in excess of the “replacement in kind” (see [Appendix A](#), Glossary) that the utility is entitled to as a result of its documented property right. When there is a betterment, the utility is responsible for all costs, including preliminary engineering costs, in excess of those it is entitled to for “replacement in kind.”
Note: It is not a betterment if the increased capacity is due solely to a statute, industry standard, or other acceptable requirement that the utility has to meet.
4. **Financial Responsibility** – This section states which party is responsible for the costs of the work and, if there is a shared cost, explains how the “proportional share” of cost responsibility for each party was determined. Percentages are often used for this purpose, and the percentages are derived from the estimated costs and applied to the actual costs. The percentages are most often determined by dividing the work between those portions of the facility to be relocated that are currently located with documented property rights (such as an easement, fee title, or court finding of prescriptive right) and those portions of the facility that have no documented property rights.

Note: Care needs to be taken with this method. If you divide based on just the lineal feet of the facility *on easements* versus the number of feet *not on easements*, the proportion may not reflect a real shared cost. The reason is that more expensive facilities may exist on one site and not on the other; for example, where a power facility has all the poles and aerial lines, except for one large vault not on an easement. If the shared cost does not recognize the higher cost of the vault in calculating the percentages, the shared cost will be skewed to the benefit of the utility facility on the easement.

- (d) **Exhibit B: Cost Estimate** – Exhibit B must include the position title of the person doing the work (specific employee names are not to be used, as personnel may change during the life of the agreement), the rate per hour, the number of estimated hours, and the total for each position. It may also include such items as consumables (such as paper or printing), equipment, and transportation. When possible, the costs supplied by the utility should be used; however, the region Utilities Agreements Engineer may choose to transfer the information over to a WSDOT format for clarification. If this is done, a copy of the utility’s estimate must accompany the agreement when you send the agreement to Headquarters. If the work is performed by WSDOT at the utility’s expense, sales tax is not applied to engineering costs. Advance payments for work to be performed by the utility are not legally authorized (see Article 8, Section 5, Washington State Constitution, Gift of State Funds).
- (e) **Exhibit C: Plan Sheets** – Exhibit C must consist of at least a vicinity map and the current location of any facility being relocated. The plans may show the proposed route for relocation, if known, with the understanding that this route may change during the course of the design of the relocation. If a new facility is being constructed where there was no existing facility, include a right of way plan showing the proposed area where the facility will be placed.
- (f) **Agreement Binding** – The agreements are to be bound in light blue jackets with 40-pound bond paper backing. The jackets for the originals of the agreements are to be labeled “State Original” and “Utility Original.” If a nonstandard agreement is with a city, the word CITY may be substituted for UTILITY in all appropriate sections of the agreement, including the label on the jacket of the agreement.
- (g) **Preparation of a Nonstandard Preliminary Engineering Agreement** – The usual reason nonstandard agreements are required is because a utility’s legal department has objected to the standard “Legal Relations” clause in the standard form agreement. When this is the case, the utility’s legal representative will need to provide alternate language to be included in the agreement. If the language supplied by the utility is unacceptable to WSDOT, some negotiations involving both legal representatives may be necessary. Since it is a change to the agreement’s legal language, this kind of change cannot be addressed in Exhibit A, Special Provisions, without creating a conflict in the agreement’s language. Such a change would nullify the terms of the agreement, rendering it invalid and indefensible; therefore, a nonstandard agreement must be written.
 - 1. There is no format prescribed for nonstandard PE Agreements. The method typically used is to copy the standard form agreement language for the type of agreement being written into a separate Microsoft Word document and then make modifications to the agreement form as necessary. The nonstandard agreement should contain all of the information and exhibits

from the standard form agreement that are relevant to the nonstandard agreement.

Note: It is required that any nonstandard agreement be reviewed by Headquarters and, if necessary, be approved as to form by the Attorney General's Office before the agreement is sent to the utility for signature.

2. If the Exhibit A is not used in a nonstandard agreement because everything was covered in the main body of the agreement, Exhibit B, Cost Estimate, may become Exhibit A, and the plan sheets that are normally Exhibit C become Exhibit B.

Note: This is applicable only to an original agreement and may not be applied to an amended agreement where an Exhibit A, titled Special Provisions, was included in the original agreement.

3. If it is a nonstandard Agreement Amendment, the references must remain consistent with the original exhibit designations of Exhibits A, B, and C, with the number of the amendment added; for example, an Amendment 1 would have Exhibit A-1, Exhibit B-1, or Exhibit C-1 if the exhibits are modified. If the original nonstandard agreement referenced Exhibit A as the Cost Estimate, Exhibit A-1 must also be Cost Estimate. However, if final actual costs are known and are shown in the exhibit, the title should change to Exhibit (A or B) of Costs instead of Cost Estimate, since it is no longer an estimate. This applies whether the cost exhibit is Exhibit A or B.

(3) Preliminary Engineering Agreement Amendments

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

Amendments to standard and nonstandard Preliminary Agreements are written in the form of a nonstandard agreement and are sent to Headquarters for review. If the language, scope of work, and/or intent of the standard form agreement does not change, Headquarters can recommend region execution. If the amendment to the standard form does change the scope of work, intent, and/or language of the agreement, the amendment may require approval as to form by the Attorney General's Office (AGO). An Agreement Amendment's references to the exhibits must remain faithful to the original exhibit, with the number of the amendment added after the alphabetic exhibit designation; for example, if it is Amendment 1, it would have Exhibit A-1, Exhibit B-1, or Exhibit C 1. The review procedures for amendments to all nonstandard agreements will follow the same process as the original agreement, which requires review by Headquarters and the AGO.

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

(4) Agreement Processing for Region Approval

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

1. The region prepares the standard form PE Agreement. The region then sends two originals (one labeled "State" and one labeled "Utility" or "City") of the agreement to the utility requesting signature by its designated authority. The designated authority is the person who has the right to sign the agreement on behalf of the utility. It is best to confirm who has such authority before sending the agreement to the utility for signature. The request needs to inform the utility to return BOTH (if you don't emphasize "both," you may get back only one) of the originals for final execution by WSDOT and that, upon final execution, the duplicate original marked "Utility Original" (or "City Original") will be returned to the utility.
2. Following signature by the utility and return to the region of the duplicate originals, the Regional Administrator or a delegated representative signs the duplicate originals of the agreement. This authority varies from region to region.
3. Upon approval of a Work Order Authorization, the region notifies the utility that preliminary engineering work covered under the agreement may proceed as of the effective date of the agreement.
4. The region transmits the original of the fully executed PE Engineering Agreement to the HQ Division of Accounting & Financial Services (AFS), with a completed copy of the current Agreement Review Transmittal form.

Note: The Agreement Review Transmittal form is required to set up the agreement in the accounting system and must accompany every agreement sent to the AFS. The effective date on the front or last page of the agreement and the Start Date in the Agreement Review Transmittal form must match. The Start Date is the date from which the utility can be reimbursed. If advanced authorization was given to the utility to perform the work prior to the execution date, the date it was authorized to start work—not the execution date—must show on the last page of the agreement.

(5) Agreement Processing

(a) Standard Form Agreement: Headquarters Review

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

(b) Nonstandard Agreements

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

(6) Headquarters Approval

HQ Utilities reviews the agreement for completeness, accuracy, acceptability of accounting, and compliance with applicable laws and policies. Upon completion of the Headquarters review, the agreement is returned to the region for consideration of Headquarters' suggestions/comments and for the opportunity to make changes. After region consideration, the agreement is returned to Headquarters. HQ Utilities then submits the nonstandard agreement to Attorney General's Office (AGO) for "approval as to form" (see [Appendix A](#), Glossary). The language of the standard form agreement is preapproved as to form and no AGO review is required. However, you must make sure that the language in the exhibits does not contradict the language in either the standard form or nonstandard agreements, as this could render the agreement null and void and make it indefensible in court. If you have questions about whether or not language you are using in an exhibit is going to conflict, it is best to consult HQ Utilities for assistance and a determination.

The HQ Utilities Unit will either notify the region that the originals of the standard form agreement may be sent to the utility for signature or will return the originals of the nonstandard agreement with the AGO approval signature to the region for the utility's signature.

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

(7) Post-Headquarters Processing

- (a) **Region Processing Following Headquarters Review** – The region sends the duplicate originals of the agreement to the utility requesting signature by its designated authority. The request also needs to inform the utility that it must return BOTH of the originals for final execution by WSDOT and that, upon final execution, the duplicate original marked “Utility Original” (or “City Original”) will be returned to the utility.

Following signature by the utility and return to the region, the Regional Administrator or delegated representative signs the duplicate originals of the agreement. This constitutes “final execution” of the agreement, and it is now a legally binding document. The region then sends the Utility/City original to the Utility/City and the WSDOT original to HQ Utilities, which will attach the Agreement Review Transmittal form and deliver it to the HQ Division of Accounting & Financial Services. This is for reviewed agreements only.

(8) Region Disbursement

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

- (a) **Programming of Funds** – The region must have an approved Work Order Authorization and, when federal funds are involved, an approved Request for Federal-Aid Project Approval and Authorization. These forms are usually filled out and submitted by region Program Management when setting up the agreement in the accounting system.
- (b) **Authorization to Proceed** – The date on the front or last page of the fully executed PE Agreement is the effective date of that agreement and must reflect the start of the work covered by the agreement. The effective date of the agreement and the start of work date on the Agreement Review Transmittal form must match. The Start Date is the date from which the utility can be reimbursed. If advanced authorization was given to the utility to perform the work prior to the execution date, the date it was authorized to start work—not the execution date—must show on the first page of the agreement.

Note: It is acceptable to send a scanned or faxed copy to the utility so the work can proceed without waiting for the mailed copy.

200.04 Construction Agreements

A Construction Agreement is required to be completed when:

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

(1) Construction Agreement Forms

There are two types of Construction Agreement forms: Work by State and Work by Utility. The variations of these forms depend on who is paying for the relocations or new installation work (see [200.02](#), Utility Property Rights). The standard form Utility Construction Agreement variations are:

- Work by State – Utility Cost (DOT Form 224-062 EF)
- Work by State – Shared Cost (DOT Form 224-071 EF)
- Work by Utility – State Cost (DOT Form 224-053 EF)
- Work by State – State Cost (DOT Form 224-077 EF)
- City Construction and Maintenance Permit (DOT Form 224-035 EF)

These standard forms may not be altered in any way after the statement “IT IS MUTUALLY AGREED AS FOLLOWS”; otherwise, a nonstandard agreement must be used. Which standard agreement form to use will be determined by which party is responsible for what costs, whether a utility occupies state right of way by franchise/permit, or whether the utility is located on a documented property right (see [200.02](#), Utility Property Rights).

(2) Letter of Understanding (LOU)

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

The use and application of the LOU for utility adjustments is at the region’s discretion. (LOUs do not create legally binding commitments.) The document(s) are numbered and tracked according to each region’s requirements.

(3) Nonstandard Agreement

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

(4) Agreement Exhibits

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

(a) Exhibit A: Special Provisions

Exhibit A includes a description of work and a division of work. Please make sure the provisions of Exhibit A do not contradict the provisions of the standard form agreement or nonstandard agreement. Such contradictions cause ambiguity in the agreement, which will make it not enforceable. There is no need to repeat an agreement term in Exhibit A if it is the same. Further, number each paragraph

section. The following are brief summaries of some of the items that can be included in this exhibit:

1. **Scope of Work** – This section defines the work to be accomplished under the agreement, with a statement of the cost responsibilities of the work to be done.
2. **Division of Work** – This section describes the proposed work separately under the headings “Work to Be Performed by the State” and “Work to Be Performed by the Utility.” Under each heading, the description of work should have sufficient detail to allow an accurate comparison between the work described in this section and the Exhibit C Plans. If no work is performed under one of the above headings, the heading is followed by the word “None.” A comparison between Exhibit A, Exhibit B (Cost Estimate), and Exhibit C (Plans) must show continuity, not inconsistencies, among all three.
3. **Work by Contract** – When the utility has a valid and continuing contract with a contractor(s) to perform utility facility relocation or new work, and if WSDOT has reviewed and approved the contract, the following statement is included in this exhibit:

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

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

4. **Salvage** – If salvage is anticipated, and the utility is expected to see a cost benefit from the salvage materials, that cost benefit is to be credited to the state. A brief description of the salvage is shown in Exhibit A and an estimate of salvage credit is included in Exhibit B, Cost Estimate. In a nonstandard agreement, the salvage issue may be addressed in the body of the agreement.
5. **Disconnect and Removal** – If utility facilities will be removed by WSDOT’s contractor and if WSDOT is liable for the costs, the following statement is included as part of Exhibit A:

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

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

6. **Betterments** – A “betterment” is any upgrade in a utility facility in excess of the “replacement in kind” (see [Appendix A](#), Glossary) that the utility is entitled to as a result of its documented property right. When there is a betterment, the utility is responsible for all costs in excess of those it is entitled to for “replacement in kind.” It is not a betterment if the increased capacity is due solely to a statute, industry standard, or other acceptable

requirement that the utility has to meet. This section states whether or not there is a betterment of the utility's facility that is not due to a statute, industry standard, or other justification acceptable to WSDOT.

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

Betterment credits are the financial obligation of the utility. No betterment credit is required when an existing facility's size or capacity is increased if the increase is required by governmental policy or regulations, local ordinance, or current design practices regularly followed by the utility in its own work or when there is a direct benefit to the WSDOT project. The region must retain copies of these regulations, ordinances, policies, and so on, as supporting project documentation. Documentation should show whether the betterment is for WSDOT's benefit or for the benefit of the utility.

7. **Accrued Depreciation Credit** – This credit is required when there is a replacement of a major facility such as a building, pumping station, filtration plant, power plant, substation, or any other similar operational unit. The credit, if applicable, is included by an explanation in Exhibit A. A credit is not required for a segment of a utility's mains, pipelines, service, distribution, transmission lines, or similar facility, regardless of length. The accrued depreciation credit is based on a ratio between the period of actual facility service and the total useful life expectancy applied to the original cost. The value of the accrued depreciation credit and the calculations used to compute this credit shall be included in Exhibit B, Cost Estimate.
 8. **Easements** – When WSDOT grants a replacement easement to the utility for its relocated facilities, Exhibit A shall include a legal description of the easement, as well as the terms and conditions of the easement.
 9. **Permit or Franchise** – If a permit, franchise, or amendment to a franchise or permit will be issued to the utility for relocation or new work done under the agreement, include a statement that the utility shall apply for, and WSDOT will grant, the necessary permits, franchises, and franchise amendments ([Chapter 47.44 RCW](#)).
- (b) **Exhibit B: Cost Estimate** – Exhibit B details the cost of utility relocation work or new installation work to be performed under the agreement. If the costs are known, this exhibit shall be titled "Cost Estimate." For Work by Utility Agreements, the cost estimate must show removal costs separate from installation costs. Removal and installation costs should be further broken down by labor, materials, and equipment. The cost estimate supplied by the utility for a Work by Utility Agreement is used in the format provided by the utility. As a guide, WSDOT may provide an example cost estimate for the utility to use in constructing its estimate. However, the utility is not required to follow the department's format. If WSDOT reformats the cost estimate prepared by the utility, include the original utility cost estimate as part of Exhibit B. Standard Bid Items, with their corresponding Standard Bid Item Numbers, are contained in the cost estimate when the agreement is for Work by State. Specific portions of some of the items in the cost estimate are as follows:

1. **Labor, Materials, and Equipment** – Provide labor costs for the number of hours estimated for each job title such as foreman, lineman, operator, and so on. The hourly rate for each title may include labor overhead, or the percentages for these may be added to the total direct labor costs. In either case, provide a breakdown list of these percentages in the estimate. List the material and supply costs in sufficient detail so it can be determined by review whether or not estimated costs are reasonable. The material items shall be identified by a common name (such as 50-foot wooden pole, 8-foot cross-arm, or 6-inch gate valve) and not just a letter or number code designation.

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

2. **Betterment Credit** – Additional costs resulting from the upgrade in size, material, or capacity of utility facilities, other than what is currently required by governmental policy or regulations, local ordinance, or design practices followed by the utility, shall be the responsibility of the utility. These additional costs shall be reflected in the cost estimate as a credit to WSDOT.
3. **Salvage Credit** – When utility items removed from service are sold or reused by the utility, the value of these items shall be shown as a salvage credit in Exhibit B, which should list the description, quantity, and value of the items. The total salvage value shall be subtracted from the costs shown in Exhibit B, resulting in a decrease in the bottom line of the cost estimate.
4. **Accrued Depreciation Credit** – A credit to WSDOT is required for the accrued depreciation of a utility facility being replaced, such as a building, pumping station, filtration plant, power plant, substation, or any other similar operational unit. Find a detailed discussion on accrued depreciation in FHWA's *Program Guide: Utility Relocation and Accommodation on Federal-Aid Highway Projects*, Publication No. FHWA-IF-03-014: www.fhwa.dot.gov/reports/utilguid/index.htm

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

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

The cost estimate for Work by Utility Agreements may or may not include mobilization costs. When the utility uses its own labor and equipment, the mobilization costs may be included in the hourly rate submitted for labor and

equipment. Include a note in Exhibit B, after the Agreement Cost Summary, explaining the mobilization costs used in the agreement.

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

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

Sales Tax Applicability

Figure 200-1

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

7. **Engineering Costs** – Engineering costs for Work by State Agreements are computed as a proration of the total cost of the agreement to the total cost of the project. The engineering percentage rate to be used for estimating and progress payment purposes shall be taken from the *Plans Preparation Manual*. Include a note in Exhibit B, after the Agreement Cost Summary, explaining the engineering costs used in the agreement.
8. **Administrative Overhead**
- Indirect Cost Rate** – When WSDOT performs work for a utility, WSDOT shall apply its current Indirect Cost Rate to the total project costs. The current Indirect Cost Rate is calculated by the HQ Division of Accounting & Financial Services (AFS). New rates must be approved by FHWA prior to WSDOT being able to charge them. The rates are then effective during the current federal fiscal year, which is July 1 through June 30 of the following year.
 - Reciprocating Overhead Agreement** – If the utility is owned and operated by a municipality, and a Reciprocating Overhead Agreement¹ exists between the municipality and WSDOT, then the Indirect Cost Rate

¹ In a Memorandum from the Chief Engineer on April 29, 2010, the department was instructed that as of July 1, 2011, these agreements are no longer in effect, and as of June 2013, the use of Overhead Agreements will be discontinued.

is not applied. Include a note in Exhibit B, at the end of the Agreement Cost Summary, explaining that the Indirect Cost Rate was not applied to the agreement costs due to the existence of a Reciprocating Overhead Agreement. Show the agreement number and the effective date.

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

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

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

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

10. **Agreement Summary Sheet** – A page titled “Agreement Summary Sheet” may be included as the last page of Exhibit B of a Construction Agreement or an Agreement Amendment. The Agreement Summary Sheet will contain all costs attributed to a single agreement number, such as the original Construction Agreement and all subsequent Agreement Amendments.

Following is an example of information on an Agreement Summary Sheet:

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

- (c) **Exhibit C: Plans** – Maps and plan sheets included as part of a Construction Agreement are labeled as Exhibit C. The plans are a necessary and valuable part of the agreement and should be prepared with the same care and attention to detail as WSDOT’s highway project plans. Plan exhibits must show the highway centerline and stationing, existing right of way line, new right of way line, and limited access line. If the utility work is involved in a current proposed highway project, the highway project plans may be used in place of the current right of way plan or combined right of way/limited access plans.
- Show existing facilities that are (1) to remain in place and in use, or (2) to remain in place but be deactivated (or abandoned, under limited circumstances), but still owned by the utility.

- Show existing facilities that are to be removed or relocated as a heavy solid green line.
 - Show relocated facilities or new facilities as a heavy solid red line.
- (d) **Construction Agreement Processing** – If a Construction Agreement is warranted, the following procedures apply to the preparation and execution of the agreement:
1. Obtain an agreement number by initiating an Agreement Review Transmittal (ART) form in the ART system, which automatically generates your agreement number.
 2. Prepare the agreement using one of the standard form agreements, or prepare a nonstandard agreement if necessary, and attach the appropriate exhibits. The agreement originals require jackets made of 40-pound light blue bond paper. The jackets of the original agreements are labeled as “State Original” and “Utility or City Original.”
 3. All Construction Agreements are executed by the Regional Administrator or a delegated representative.
 4. When utility work is included in a proposed highway project, the Construction Agreement will be compared to the preadvertisement Plans, Specifications, and Estimates (PS&E) by the region Utilities Office. Inconsistencies may require an agreement amendment.
 5. All Construction Agreements involving longitudinal work within the right of way of the Interstate System require review by HQ Utilities and FHWA for compliance with state and federal laws and policies and accounting provisions.
 6. A Headquarters review may include input from the following offices:
 - The Agreements section of HQ Utilities, Railroad, and Agreements will do an acceptability review. Any alterations to the agreement following the Agreements section acceptability review require a subsequent review by HQ Utilities.
 - Headquarters offices that have specific expertise in areas of work included in the agreement will review the agreement and PS&E when the work is associated with a proposed highway project.
 - HQ Real Estate Services will review the agreement when there are changes in property ownership, including easement and/or quitclaim deeds or right of way revisions.
 - The Attorney General’s Office will be asked for an “approval as to form” for all nonstandard agreements.
- (e) **Agreement Approval and Execution Procedure**
1. **Standard Form Agreement: No Interstate Issues** – Send two originals to the utility for signature: one for a “State Original” and another for a “Utility or City Original.” After both signed documents are received from the utility, obtain the signature of the Regional Administrator or delegated representative on both originals. Retain one copy for the region Utilities Office. Send the

executed State Original and a copy of the Agreement Review Transmittal form to the HQ Division of Accounting & Financial Services. Return the Utility or City Original to the utility. Send a copy of the agreement to region Program Management, the region Financial Services Office, and the Project Engineer's Office.

2. **Standard Form Agreement: Longitudinal Interstate Issues** – E-mail a copy of the agreement to HQ Utilities for Headquarters and FHWA review and concurrence. After resolving any concerns by HQ Utilities and FHWA, follow the procedure for agreement approval and execution as outlined under Standard Form Agreement: No Interstate Issues (above).
3. **Nonstandard Agreements** – E-mail a copy of the agreement to HQ Utilities for Headquarters review and concurrence. FHWA may need to review for an Interstate Agreement. After successful review by all interested parties, and an approval as to form by the Attorney General's Office, HQ Utilities will send a signed original back to the region. For approval and execution of the agreement, follow the procedure as outlined under Standard Form Agreement: No Interstate Issues (above).
4. **Letter of Understanding (LOU)** – Send the LOU, signed by the region Utilities Engineer, to the utility by Certified Mail. The signed Certified Mail receipt will document that the utility received the LOU and was aware of all the terms and conditions stated in the LOU. When the utility decides to adjust its own facilities, it will either not return the LOU by the required date or it will return the LOU, indicating its rejection of the terms and conditions. For these situations, send a copy of the LOU to:
 - The Project Design Engineer, with a letter stating that adjustment of the utility's facilities should not be included in the WSDOT contract and that any utility facilities may be paved over unless they are provided for adjustment.
 - The Project Construction Engineer, with a letter stating that the utility will adjust its own facilities and that the utility should be invited to the Preconstruction Conference.

When the LOU is returned from the utility with a signature of acceptance, the document(s) are numbered and tracked according to each region's requirements. (LOUs do not create legally binding commitments.)

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

(5) Utility Agreement Amendment

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

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

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

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

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

Government Agencies:

Chapter 5 State, Federal, Tribal, and Other Entities

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

500.01 General

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

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

500.02 State Agencies

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

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

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

(2) Washington State Department of Health (DOH)

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

(3) Washington State Department of Ecology (DOE)

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

500.03 Federal Agencies

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

(1) U.S. Army Corps of Engineers

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

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

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

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

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

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

(a) BPA Installations With No Property Rights

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

(b) BPA Installations Where Property Rights Exist

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

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

(c) Funding of Relocation Expenses

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

(d) Reimbursable Agreement Preparation

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

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

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

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

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

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

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

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

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

(b) Purpose of the Blanket Crossing Agreement

The purpose of the Blanket Crossing Agreement is:

- To outline a procedure for handling plan approvals of construction projects wherein Bureau of Reclamation facilities or right of way are involved.
- To ensure compliance with state policy relative to the use of highway rights of way in accordance with the Utilities Accommodation Policy, which includes Chapter 468-34 WAC.
- To ensure reimbursement to the state by the Federal Highway Administration on federal-aid projects when costs are determined to be an obligation to the state.
- To ensure proper project and fund programming.

(c) Procedure for the Blanket Crossing Agreement

The working procedure for the Blanket Crossing Agreement is divided into the following two situations:

1. Project Initiated by the State

The region shall consult with the Bureau of Reclamation (and the local irrigation district, when applicable) whenever it is determined that Bureau of Reclamation facilities or property will be affected by a highway improvement. This contact can provide for negotiation of a mutually satisfactory solution for the accommodation of Bureau of Reclamation and state facilities.

a. Agreement ARTICLE 9

The region will submit construction plans, including vicinity map, plan, profile, agreement number, and details of the proposed crossing to the Bureau of Reclamation for approval in compliance with ARTICLE 9. Following the approval and signature by the Bureau of Reclamation, an original copy will be returned to the region. The region will send the original set of plans, including a signed vicinity map, to HQ Utilities for copying and distribution to the appropriate Headquarters offices.

2. Project Initiated by the Bureau of Reclamation**a. Agreement ARTICLE 9**

The Bureau of Reclamation will submit reproducible plans to the region Utilities Engineer. The region will submit the reproducible plans, along with their recommendations for approval, to HQ Utilities for review and approval. Following execution (ARTICLE 9 approval) of the plans, they will be sent to the region Utilities Engineer, who will transmit a copy to the Bureau of Reclamation.

b. ARTICLE 9 Approval Format

Approval of an item in accordance with ARTICLE 9 of the Blanket Crossing Agreement will be by affixing the appropriate signature to the vicinity map for the construction plans in a form similar to the following:

ARTICLE 9 APPROVAL

Approved By: _____ Date: _____

Title: _____

c. Approval Format Utilization

The above ARTICLE 9 approval format is used by both the WSDOT and USBR.

(d) Title to and Maintenance of Crossing Facilities**1. Project Initiated by the State – Agreement ARTICLE 16**

Upon completion of a project involving the Bureau of Reclamation, the Region Construction Engineer will sign a copy of the “as built” construction plans. The region Utilities Engineer will transmit a copy to the Bureau of Reclamation for its approval in compliance with ARTICLE 16.

Approval by the Bureau of Reclamation will consist of affixing the appropriate signature to the plans and returning them to the state. The region will retain a copy and the region will send a copy to HQ Utilities for further processing.

2. Project Initiated by the Bureau of Reclamation – Agreement ARTICLE 16

Upon completion of the project, the Bureau of Reclamation will submit “as built” plans to the region Utilities Engineer, who will transmit a copy to HQ Utilities for signature by the State Design Engineer, in accordance with ARTICLE 16 of the Blanket Crossing Agreement. Following execution, a signed copy will be sent to the region Utilities Engineer, who will transmit a copy to the Bureau of Reclamation.

3. ARTICLE 16 Approval Format

Approval of an item will be by affixing the appropriate signature (per ARTICLE 16) to the “as built” construction plans in a form that includes the following information:

The following notes should be affixed to all copies of the “As Built” construction plans. Use a format similar to the following:

United States Ownership and Maintenance (ARTICLE 16)

UNITED STATES OWNERSHIP AND MAINTENANCE

All pipe in pipelines or culvert crossings, transitions, control and delivery structures, and/or protection that may be a part of the inlet or outlet of a culvert pipeline, and all other protection, and all waterways installed for the benefit of the United States, including the continuation of such features through WSDOT rights of way.

UNITED STATES OF AMERICA

Accepted By: _____ Date: _____

Title: _____

State of Washington Ownership and Maintenance (ARTICLE 16)

STATE OF WASHINGTON OWNERSHIP AND MAINTENANCE

All (*bridges, including footings, piers, abutments, approach fills**) road surfacing, road right of way, and all embankments, ballast, and fills supporting a road.

STATE OF WASHINGTON, Department of Transportation

Accepted By: _____ Date: _____

Title: _____

*Use the Italic text within the parentheses for bridge projects

(4) U.S. Department of Agriculture, Forest Service

(a) Memorandum of Understanding, No. NFS 00-MU-11060000-040

The Memorandum of Understanding (MOU), *Highways Over National Forest Lands* (WSDOT Publication M 22-50), executed May 31, 2001, defines how WSDOT and the U.S. Department of Agriculture, Forest Service, handle certain issues on state highways that are located within Forest Service lands. Issues such as coordination; planning; highway maintenance and construction; signage; and access are discussed in the MOU.

The MOU also defines how WSDOT will communicate and inform the Forest Service when third-party utility installations are proposed within the highway right of way that occupies Forest Service lands. This MOU is currently being rewritten; always see the latest adopted document.

(b) Forest Service Opportunity to Review and Comment

WSDOT is obligated to provide the Forest Service an opportunity to review any Utility Accommodation Applications that fall within Forest Service lands. Refer to [Figure 500-1](#) for Forest Service boundary intersections on state highways.

Under the terms of the MOU (above), the Forest Service has 30 days from the receipt of the draft Utility Accommodation Application (see [Appendix B](#)) to comment on the proposed installation, with a recommendation for approval or reasons for denial of the utility installation request. After 30 days, if WSDOT has received no comment from the Forest Service, the department may grant the utility installation request.

U.S. Forest Service Areas										
State Route	RRT/RRQ Identifier	Begin SRMP	B	End SRMP	:	State Route	RRT/RRQ Identifier	Begin SRMP	B	End SRMP
002		34.74		48.48	:	113		2.00		6.06
002		48.99		98.88	:	119		9.22		10.93
012		128.40		128.48	:	123		0.00	B	2.56
012		151.15		179.14	:	131		0.00		0.01
020		102.23		110.98	:	141		29.25		29.30
020		139.10		181.28	:	165		0.00		3.44
020		210.05		214.85	:	207		0.00		4.38
020		292.67		294.88	:	395		253.32		253.48
020		312.83		335.42	:	395		256.45		256.95
020		378.60		388.46	:	395		260.87		262.80
020		398.63		400.56	:	395		264.59		270.26
021		147.96		152.58	:	410		69.21		100.11
031		15.12		26.79	:	542		32.89		57.26
090		41.04		52.72	:	542	COMTBAKR	54.60		54.97
097		152.34		163.72	:	706		10.28		13.64
097		163.72		180.88	:	906		0.00		2.65
097	AR	208.08		208.15	:	906	SPHYAK	2.55		2.98
097	AR	218.30		219.66	:	971		1.44		1.71
097	AR	224.53		224.96	:	971		1.75		2.04
101		118.15		125.52	:	971		3.74		3.77
101		208.88		219.21	:					
101		236.28		240.08	:					
101		298.01		300.90	:					
101		301.96		305.37	:					

U.S. Forest Service Boundary Crossings

Figure 500-1

(c) Disclosure of Forest Service Requirements

The MOU also obligates WSDOT to inform the utility that either a Forest Service Special Use Permit or an easement is required by the utility. However, according to the terms of the MOU, the department is under no obligation to enforce this requirement.

1. Special Provision

The terms of the MOU require that all approved utility accommodation documents that allow for encroachment upon Forest Service lands must include the following Special Provision:

Approval of this utility permit or franchise is contingent upon the applicant utility obtaining an approved USDA Forest Service Special Use Permit and/or easement for use of National Forest System land prior to the construction of the proposed utility installation.

(d) Forest Service Requirements

In addition to WSDOT obligations, the MOU obligates the Forest Service to withhold issuance of a Forest Service Special Use Permit or easement until the applying utility has an approved Utility Accommodation Application issued by the department.

500.04 Tribal Authorities

When highways exist on tribal lands, it must be determined whether there are any restrictions on WSDOT's ability to allow utility accommodations. Researching highway grants may be quite difficult since they could be by letter, Bureau of Indian Affairs (BIA) agreement, or permit, or by more formal documentation, such as easements and quitclaim deeds. If no restrictions are found, WSDOT may process utility accommodation documents in accordance with this manual.

Where rights are reserved by tribal authorities or where a right of way conveyance cannot be established, lands belonging to federally recognized Indian tribes are acknowledged to have sovereign immunity. In these areas, the Region Utilities Engineer should file an informational utility accommodation document. For information, see [100.02\(6\)](#), Informational Accommodation Documents.

Indian tribes have rights of consultation for historical and archaeological purposes beyond the specific tribal boundaries. Highway projects and major utility installations may become involved in tribal archaeological studies outside tribal boundaries. For more information, see the GIS site, Indian Reservations of Washington State (www.wsdot.wa.gov/mapsdata/geodatacatalog/Maps/24k/DOT_Cartog/federal/IndianRes.htm), WSDOT Executive Order: E 1025.00, "Tribal Consultation," and WSDOT's Tribal Liaison for further guidance.

Tribe	County
Chehalis Confederated Tribes	Grays Harbor and Thurston
Colville Confederated Tribes	Okanogan and Ferry
Cowlitz Indian Tribe	Cowlitz and Clark
Hoh Tribe	Jefferson County
Jamestown S'Klallam Tribe	Clallam
Kalispel Tribe	Pend Oreille County
Lower Elwah Klallam Tribe	Clallam County
Lummi Tribe	Whatcom County
Makah Tribe	Clallam County
Muckleshoot Tribe	King County
Nisqually Tribe	Thurston County
Nooksack Tribe	Whatcom County
Port Gamble S'Klallam Tribe	Kitsap County
Puyallup Tribe	Pierce County
Quileute Tribe	Clallam County
Quinault Nation	Grays Harbor
Sauk-Suiattle Tribe	Skagit
Shoalwater Bay Tribe	Pacific County
Skokomish Tribe	Mason County
Snoqualmie Tribe	King
Spokane Tribe	Stevens County
Squaxin Island Tribe	Mason County
Stillaguamish Tribe	Snohomish
Suquamish Tribe	Kitsap County
Swinomish Tribe	Skagit County
Tulalip Tribes	Snohomish County
Upper Skagit Tribe	Skagit
Yakama Nation	Yakima and Klickitat

Indian Tribes in Washington State

Figure 500-2

500.05 Railroad Companies

Where state highways are constructed on railroad right of way, WSDOT has acquired an easement or encroachment right. These rights are normally limited to highway operational needs and do not grant the department a right to allow utility occupancy. If utilities locate on railroad property where WSDOT has a presence but does not have utility accommodation rights, an informational document should be recorded in the Utility Franchise Permit (UFP) database (see [100.02\(6\)](#), Informational Accommodation Documents).

In reviewing a utility accommodation document application, examine highway Right of Way Plans where highways are in close proximity or cross the railroad right of way. Consult the HQ Real Estate Services Office if the highway rights are in question.

When WSDOT needs a wire or conduit crossing permit from a railroad, consult with the HQ Railroad Liaison. The permits are generally acquired by region staff. For further guidance, see [Chapter 3](#), Railroads.

(3) Project Criteria for SUE Application

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

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

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

[RCW 47.24](#)

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

(4) Utility Relocation Coordination Responsibility

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

[RCW 4.24.360](#)

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

(a) Utility Relocation Coordination: Department Responsibility

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

(b) Utility Relocation Coordination: Assignment to Contractor

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

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

(5) SUE Agreement Task Order Process

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

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

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

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

600.11 Preliminary Engineering Agreements

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

600.12 General Plans Review (60%)

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

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

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

(1) Utility Relocation Meeting

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

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

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

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

(a) Utility Owner

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

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

(b) Region Utilities Office

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

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

(2) Utility Relocation Planning

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

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

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

 Best Practice

 Best Practice

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

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

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

(a) Utility Relocation vs. Design Changes

During Utility Relocation Planning, WSDOT and utility owners may mutually agree to design changes to accommodate or avoid utility relocations. The Project Engineer's Office should revise the General Plans Review accordingly.

Compensation from the utility for such redesign may be appropriate, depending on the compensable rights of the utility and the circumstances of the redesign.

If compensation from the utility is appropriate, the utility owner will compensate WSDOT for the preliminary engineering costs necessary to revise the design to accommodate the utility owner's desired relocation option.

(b) Preliminary Engineering Agreements

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

(c) Service Agreements

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

(3) Utility Relocation Plan Development

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

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

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

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

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

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

(4) Utility Relocation Plan Submittal and Approval

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

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

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

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

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

(5) Utility Agreement Preparation and Execution

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

600.13 Preliminary Contract Review (90%)

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

(1) Construction Planning Milestone

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

(2) Letter of Understanding

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

(3) Utility Agreement Execution

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

(4) Utility Relocation

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

(5) Project Ad and Award Risk Level Assessment

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

Risk Level 1: Utility relocations are complete.

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

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

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

600.14 Preadvertisement

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

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

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

600.15 Design/Construction Utility Relocation Facilitation

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

600.16 Project Award and Construction

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

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

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

(1) *Preconstruction Meeting*

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

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

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

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

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

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

600.17 Developer Projects and Utility Relocation

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

(2) Utilities Under Permit or Franchise

Where a utility is performing work as part of a utility permit or franchise, the utility is required to follow the provisions contained in the permit or franchise. An executed permit or franchise, signed by the utility and WSDOT, is a legal and binding agreement. General Provision #1 of the [Utility Accommodation Application](#) (see [Appendix B](#)) states:

This document is subject to RCW 47.32, RCW 47.44, and WAC 468-34, and amendments thereto.

These state laws give WSDOT authority over, and provide requirements for, utility work within state right of way. General Provisions and Special Provisions provide additional requirements.

Utility installations authorized by permit or franchise have no compensable real property interest. Reimbursement to WSDOT is required for reasonable costs incurred by the department for work associated with the inspection of utility installations.

(3) Utilities With Compensable Real Property Interest

Unlike utility installations authorized by permit or franchise, WSDOT does not possess the same jurisdiction and authority when a utility owner possesses a compensable real property interest. This condition generally occurs when relocation of a utility is necessary to accommodate a highway improvement project. The utility is either located within the operating highway right of way by easement or the department must acquire additional right of way for a highway improvement. The utility either owns the adjacent property fee title or has an easement on the adjacent property. In either case, the utility has a compensable real property interest.

When a utility has a compensable real property interest or a property right, the relocation of existing utility facilities that are in conflict with a highway improvement project is generally done at WSDOT's expense. In this situation, the department enters into a utility agreement with the utility owner for the relocation of the existing utility facility. The utility agreement specifies the terms of the relocation, such as payment for the work and responsibility for the actual relocation work and other details such as inspection and acceptance by WSDOT. Any improvements beyond the necessary relocation are at the expense of the utility owner.

In all cases, the agreement should state that the utility installation must comply with applicable requirements of WSDOT's [Utilities Accommodation Policy](#) and associated WACs and RCWs. Refer to [Chapter 1](#), Utility Accommodation, for additional information on utility accommodation requirements, and [Chapter 2](#), Utility Agreements, for detailed information on utility property rights.

Any utility within the operating highway right of way, whether authorized by permit or franchise, or by virtue of a property right, must obtain preapproval from WSDOT before accessing the operating highway right of way to work on utility facilities.

(4) Utilities on State Highways Within Incorporated Cities/Towns

[RCW 47.24.020](#) defines the jurisdiction and control of city streets where they are part of a state highway.

Where a city street is part of a limited access controlled highway, title to and control over the highway are vested in the state. Therefore, full jurisdiction, responsibility, and control over such facilities are exercised by WSDOT. However, cities also have the right to require that utilities be installed underground. City requirements that exceed those of the department are negotiated between the utility and the local agency. WSDOT cannot be held responsible for any additional costs of undergrounding or other actions that may be required by local agency ordinances.

Where a city street is part of a nonlimited access controlled highway, the city or town exercises full responsibility for and control over any such street beyond that portion used for highway purposes (for example, beyond the curbs). The city has the right to construct and maintain underground utilities within the roadway, as well as grant permits and/or franchises for other organizations to construct and maintain utilities within the roadway, including open cuts of the pavement. However, WSDOT reserves the right to ensure restoration of the roadway meets or exceeds department requirements. Regions should work to insert themselves into local agencies' approval processes when open cuts are proposed for utility installations on state highways within city limits. The inspector is to research the city's open cut policies to be able to enforce the local requirements.

700.03 Traffic Control and Safety

The safety of workers and the traveling public is a primary concern of utility inspectors. To ensure safety issues have been addressed appropriately, utilities are not authorized or allowed access to the operating highway right of way without first obtaining written approval from WSDOT.

(1) Traffic Control Plans

The utility or its contractor must have a copy of a WSDOT-approved Traffic Control Plan (TCP) on-site for each setup it is using and, if required, have a Traffic Control Supervisor (TCS) present. The TCP must fit the on-site conditions for the work taking place.

When issuing a utility permit or franchise, a utilities accommodation best management practice (BMP) is to include a WSDOT-approved TCP, which may consist of:

- A TCP drawing taken from the [Work Zone Traffic Control Guidelines](#).
- A TCP drawing taken from a Region Traffic Office CADD library.
- A TCP submitted by the utility and approved by the Region Traffic Engineer or delegated personnel.

The Region Traffic Engineer or delegated personnel determines whether the utility will be required to have a TCS on-site and notes it on the approved TCP.

900.08 Supplemental Utility Design Information

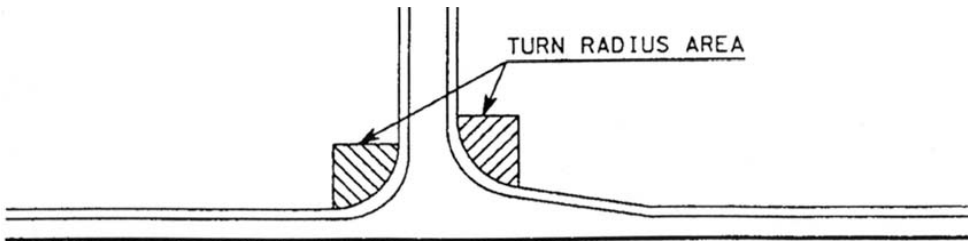
The following items are provided as a guide to the utility industry for consideration during design and maintenance of its facilities.

(1) Horizontal Curves

If it is not necessary, do not place utility objects on the outside of horizontal curves.

(2) Public Grade Intersections

When possible, design the facility placing utility objects outside the turn radius area of public grade intersections (see [Figure 900-12](#)). If this is not possible, the facility should, at a minimum, be placed outside the Control Zone in relation to the state highway. If the intersecting road is a local agency roadway with a stop condition at the state highway intersection, the facility must be placed at least 10 feet from the edge of the travelled way for the portion of the local agency roadway leg within WSDOT ownership. If WSDOT ownership of the local agency roadway leg exceeds more than 250 feet back from the stop bar at the highway intersection, contact [HQ Utilities](#) for additional guidance. Applicable local agency standards shall apply outside of WSDOT-owned right of way.



Intersection Radius Area

Figure 900-12

(3) Placement of Utility Objects Behind Barriers

Do not place objects within the deflection distance of any barrier used.

(4) Service Poles

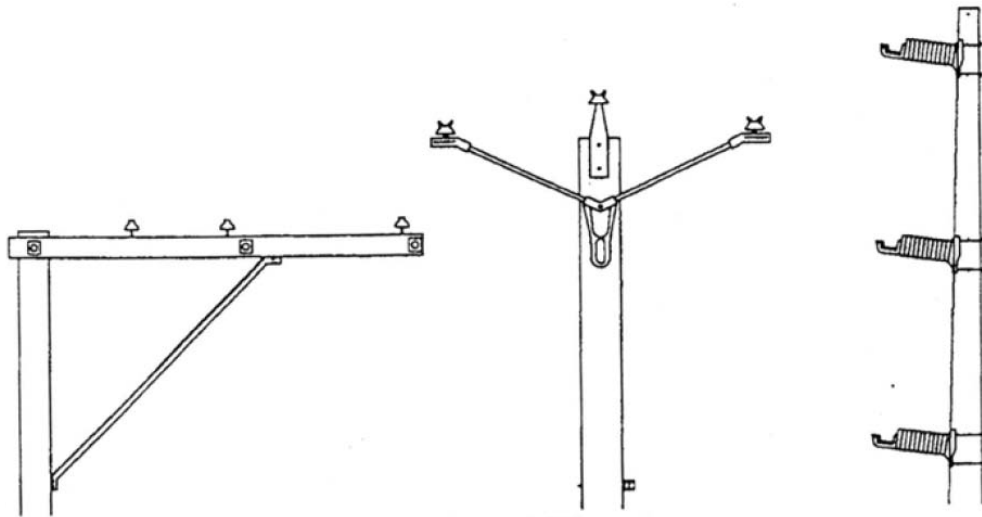
Place service poles on owners' property, not state right of way. Consideration should be given to placing the service pole as far as possible from the highway right of way—at a minimum, outside the Control Zone.

(5) Pole Design

When Control Zone requirements within the highway right of way are tight, consideration should be given to alternative pole designs that may allow construction at or close to the right of way line (see [Figure 900-13](#)).

(6) Guy Poles/Wires

Guy poles and/or wires are not to be installed between the pole line and highway lanes unless the guy pole/wire is outside the Control Zone. Guy and anchor wires are considered hazard objects.

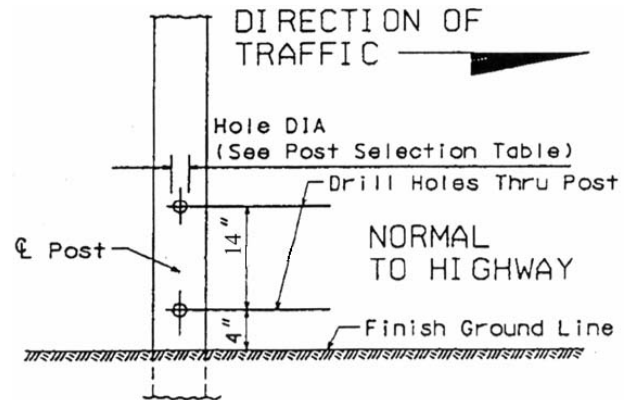


Alternative Pole Designs
Figure 900-13

(7) Utility Location Markers

Markers used to identify or protect utility facilities, such as a telephone pedestal, may not be larger than a 4 × 4 (16 sq. inches) wood post unless drilled to accommodate breakaway. Solid markers, such as concrete, may not be used. Telephone pedestals that meet the breakaway criteria are acceptable within the Control Zone.

Post Size	Hole DIA
4 × 4	—
4 × 6	1½ inch
6 × 6	2 inch
6 × 8	3 inch



Note: Posts that are larger than 6 × 8 require barrier protection when located within the Control Zone.
(See the [Standard Plans](#) for further guidance.)

Wood Post Breakaway Details
Figure 900-14

900.09 Project Applications

(1) New Utility Facility Construction

- (a) The utility constructs a new line or extends an existing line within highway right of way.
1. New utility objects will be constructed outside of the Control Zone unless a variance is approved.
 2. The utility will submit to WSDOT the following data if applicable:
 - Utility Accommodation Application.
 - Mitigation proposals for existing objects, if applicable, including plans.
 - Submittals supporting variance, if applicable, as specified in [900.11](#).
 - A completed copy of the Utility Object Relocation Record listing new utility objects.

(2) Existing Utility Reconstruction

- (a) The utility replaces twenty-five percent (25%) or more of the existing poles or towers within any mile. Periodic pole or tower replacement is not included.
1. Utility objects will be relocated outside of the Control Zone unless a variance is approved.
 2. The utility will submit to WSDOT the following data if applicable:
 - Utility Accommodation Application.
 - Mitigation proposals for existing objects, including plans.
 - Submittals supporting variance, as specified in [900.11](#).
 - A copy of the completed Utility Object Relocation Record.

(3) Utility Relocation Required by WSDOT Improvement Projects

- (a) Conditions: WSDOT may address individual safety items.
1. WSDOT will conduct an accident analysis to determine spot safety improvement needs.
 2. Any individual Location I or Location II Objects that demonstrate a need for adjustment will be relocated outside of the Control Zone or mitigated (see [900.03](#)) in conjunction with the project.
 3. No consideration for variance will be given until all alternative measures have been investigated and determined not feasible.
 4. At the time the project preliminary estimate is prepared, WSDOT will notify the utility of the project and request that the utility commit to a course of action.
 5. The utility will submit to WSDOT the following data if applicable:
 - Utility Accommodation Application.
 - Mitigation proposals for existing objects, if applicable, including plans.
 - Submittals supporting variance, if applicable (see [900.11](#)).
 - A copy of the completed Utility Object Relocation Record.

- (b) Conditions: WSDOT addresses safety items.
1. The utility will adjust all identified Objects to comply with Control Zone requirements.
 2. No consideration of variance will be given until all alternative measures have been investigated and determined not feasible.
 3. At the time the project preliminary estimate is approved, WSDOT will notify the utility of the project scope and the Location I Object and Location II Object responsibility.
 4. When the project Design Summary is completed, WSDOT will request that the utility adjust all Location I Objects and selected Location II Objects.
 5. The utility will submit to WSDOT the following data if applicable:
 - Utility Accommodatin Application.
 - Mitigation proposals for existing objects, if applicable, including plans.
 - Submittals supporting variance, if applicable (see 900.11).
 - A copy of the completed Utility Object Relocation Record.

900.10 Completing the Utility Object Relocation Record

A completed Utility Object Relocation Record (see [Appendix B](#)) form shall accompany any utility submittals to WSDOT as part of a Franchise or Permit Amendment, Franchise Renewal/Consolidation, or highway project-related relocation coordination when objects exist or are proposed to be in Location I or II. Following is the information needed on the form.

(1) Form Headings

Enter the utility owner and location and other identification information on the top left side of the form.

Enter the milepost limits beside the proper type of construction on the top right side of the form.

(2) Existing Object Information

Identify the utility object by entering the milepost, pole or object number, location left or right of highway centerline (left or right is determined facing the increasing highway milepost), type of object (i.e., transmission, guy), and whether it is owned, jointly owned, or leased.

(3) Roadway Data

The speed, average daily traffic (ADT), and the right of way width from centerline can be obtained from the Region Utilities Office. Also, ADTs can be found in the Annual Traffic Report and highway speed in the State Highway Log. These can be obtained at the Transportation Data and GIS Office website:

www.wsdot.wa.gov/mapsdata/tdgo_home.htm

(4) Field Measurements

Enter the slope and distance measurements required to calculate the Control Zone distances (see [900.06](#)).

(5) Control Zone Calculations

From the Control Zone Distance section (see [900.06](#)):

- Enter the Condition number that was used to calculate the Control Zone distance.
- Enter the calculated Control Zone distance.
- Enter whether the object is Location I or Location II.

Notice that the Location III Objects do not need to be entered on the form.

(6) Planned Object Correction

This section is used by the utility to record, on the Utility Object Relocation Record form (see [Appendix B](#)), its decision on how the utility object will be corrected.

- For utility objects that will be relocated outside the Control Zone, (see [900.03](#)), mark the relocated distance in the Reloc. Dist column.
- For utility objects that will be corrected with the use of an alternative measure, mark the Alternate Measure column.
- If mitigation is the alternative measure chosen, justification for the use of mitigation and a plan showing proposed mitigation are required for WSDOT review and approval.
- For individual utility Location I Objects that cannot be relocated outside the Control Zone or corrected with the use of an alternative measure, and for which a variance will be requested, mark the LOC I VAR. column.
- To be considered for a variance, the utility must submit to WSDOT a request for a variance together with the required justification (see [120.14](#)).

For individual utility Location II Objects that cannot be relocated outside the Control Zone or corrected with the use of an alternative measure and for which a variance will be requested, mark the “LOC II Variance” column.

900.11 Variance

WSDOT recognizes that conditions may arise that make it impracticable to comply with Control Zone requirements. Variances from such compliance may be allowed on a case-by-case basis when clearly justified, as specified in the following sections.

Examples of conditions rendering compliance impracticable include:

- Inadequate right of way to accommodate utility objects outside the Control Zone.
- Physical limitations due to terrain or topography.
- Unjustifiably high costs to relocate or underground the utility facility.

(1) Utility Object Location Category Reference

(a) Location I Utility Objects

Fixed utility objects located within the Control Zone in the following areas:

- The outside of horizontal curves where advisory speeds for the curve are 15 mph or more below the posted speed limit of that section of highway.
- Within the turn radius area of public road grade intersections.

- Where a barrier, embankment, rock outcropping, ditch, or other roadside feature is likely to direct a vehicle into a utility object.
- Closer than 5 feet horizontal beyond the edge of the usable shoulder.

(b) Location II Utility Objects

Fixed utility objects located within the Control Zone that are not classified as Location I or Location III Objects.

(c) Location III Utility Objects

Fixed utility objects that are:

- Located outside the Control Zone.
- Within the Control Zone and mitigated by an alternate countermeasure consistent with the state's *Utilities Accommodation Policy*.

900.12 Variance Request for Location I Objects

Compliance with the WSDOT Control Zone Policy requires adjustment of all Location I Objects outside of the Control Zone. Exceptions may be granted only after an independent analysis and recommendation is completed by a WSDOT review team, including the Region and HQ Utilities Engineers, in consultation with WSDOT subject matter experts as appropriate for the location. Reviews for this purpose will consider relevant highway operational and geometric factors, accident history, and assessment of possible mitigation strategies. Exceptions will be allowed only if it is determined, at the department's discretion, that no reasonable alternative measures are available, with safety being the primary consideration. These requests will be assessed on a case-by-case basis, and will require specific information and documentation from the utility as determined by the review team. Documentation for the review team's investigation and recommendations should be included in the franchise or permit file.

The Utility will be required to complete a Control Zone Variance Request – Justification for Location I variances. The Region Utilities Engineer may determine additional information is necessary to consider the Location I variance request. Submittal of a variance request does not mean approval will be given.

900.13 Variance Request for Location II Objects

The primary objective for Location II Objects is to relocate them outside of the Control Zone. If achieving this objective is not possible or practicable, the Region Utilities Engineer may authorize variance requests for Location II Objects based on the justification criteria described below.

There are two categories of Location II Objects addressed in this section:

- Location II Objects that have no recorded accident history and are not located within an area of concentrated utility object crashes; and
- Location II Objects that do have recorded accident history, are located within an area of concentrated utility object crashes, or are otherwise determined by WSDOT to be appropriate for additional justification, as specified for this category of objects.

(1) Location II Objects With No Accident History

The following covers Location II Objects that have no accident history and are not located within an area of concentrated utility object crashes.

The Utility will be required to complete a Control Zone Variance Request – Justification to initiate any requests for Location II variances, or to use the Roadside Safety Analysis Program (RSAP) to support the justification.

For this category of Location II Objects, Control Zone Variance Request Justification may be substituted with an analysis of alternative mitigation strategies using the RSAP, described below, to support selection of the most effective mitigation strategy.

Alternative mitigation strategies include:

1. Placing the utility line underground.
2. Reducing the number of utility objects through joint use, increasing span lengths, and/or placing utility objects on only one side of the road.
3. Increasing the lateral offset of utility objects from the edge of the traveled way to the extent possible.
4. Locating the object within an inaccessible area such as toward the top or on the top of cut slopes.
5. Installing protective devices such as guardrail, berms, traffic barriers, or impact attenuators. (Refer to [Design Manual Chapter 1600](#) for Guidelines for Embankment Barrier).
6. Using a breakaway design.
7. Other location-specific measures that may be evident or identified by WSDOT.

RSAP analysis can support justification for a particular alternative; however, it is not necessarily the deciding factor in WSDOT's review. Objects subject to RSAP analysis will be independently reviewed by the Region Utilities Engineer to identify (1) any unique location characteristics that should be more closely considered beyond the minimum required justification, and/or (2) opportunities for mitigation measures not considered in the application.

(2) Location II Objects With Accident History

The following covers Location II Objects with accident history, that are located within an area of concentrated utility object crashes, or that are determined by WSDOT to be appropriate for additional justification.

A completed Control Zone Variance Request – Justification should be submitted to initiate any requests for Location II variances.

(3) Roadside Safety Analysis Program

The Roadside Safety Analysis Program (RSAP) is a benefit/cost analysis program developed under NCHRP Project 22-27, and endorsed in the AASHTO *Roadside Design Guide*, as a tool for comparative analysis of alternative site-specific treatments to enhance roadside safety. The intent of the program is to identify the most cost-effective engineering treatments to address roadside safety, and compare the benefits and costs of implementing multiple alternatives.

RSAP analyzes alternatives based on certain factors and location characteristics such as highway operation; installation and maintenance costs; traffic growth; project life; probable collision frequency and severity; and the expected reduction in the future cost of crashes associated with each alternative.

The default values provided by the RSAP system should be used, except for the following factors:

- **Traffic Growth Rate:** Obtain percentage of annual growth from the Region Traffic Office or Transportation Data and GIS Office.
- **Cost of installation, repair, maintenance, salvage value, and life of object:** RSAP provides default values, but actual values should be used if known.

Note: Additional guidance specifying required RSAP submittals will be added to Chapter 9. HQ Utilities is currently coordinating training by the program developer and will establish this additional guidance once training is complete.

The RSAP program and information regarding its use may be accessed at the following website: <http://rsap.roadsafellc.com>

Location II Utility Objects Fixed utility objects located within the Control Zone that are not classified as Location I or Location III Objects.

Location III Utility Objects Fixed utility objects that are:

- Located outside the Control Zone.
- Within the Control Zone and mitigated by an Alternate Countermeasure.
- Location II Objects that have been classified as Location III Objects using the Cost-Effective Selection Procedure (see [900.10](#).)

Maintenance Plan A plan defining maintenance methods, frequencies, environmental considerations, and traffic control proposals for utility facilities installed within the highway right of way.

Managed Access Right of Way Highway right of way that has no specified access control measure planned or in place.

Mitigated Object An aboveground utility object within the Control Zone located in an inaccessible area or behind a protective device, or that utilizes breakaway design. The location and design of mitigation must be acceptable to and approved by WSDOT.

MUTCD *Manual on Uniform Traffic Control Devices*, published by the Federal Highway Administration (FHWA).

NEPA National Environmental Policy Act: The Policy that requires assessment and publication of environmental impacts related to any federally funded project.

NHS National Highway System: Federally funded highways that are part of the National Defense Highway System.

Non-Operating Right of Way Property owned by WSDOT not strictly used for highway purposes, such as pit sites, park & ride lots, transit facilities, and other sundry sites located outside of operating right of way.

Nonrecoverable Slope See [Slope](#).

Nonstandard Agreement An agreement (1) prepared not using a preprinted standard form, which is developed to meet the specific needs of a particular project, (2) utilizing a preprinted standard form that has been modified, or (3) utilizing a preprinted standard form where the language in Exhibit A contradicts language in the standard form agreement. These agreements require review by the Headquarters [\(HQ\) Utilities, Railroad, and Agreements Section](#) and approval as to form by the Attorney General's Office prior to execution by the regions.

Open Cut Cutting of the existing paved roadway surface as a construction method for open trench placement of a utility.

Open Trench Trenched construction method for placement of a utility (also referred to as trenched construction).

Operating Highway Right of Way WSDOT property set aside strictly for highway purposes, and may include rest areas, view points, and turn-outs.

Overhead Costs Those utility costs that are not readily identifiable with one specific task, job, or work order. Such costs may include indirect labor, benefits, taxes, insurance, and general office expenses.

P.E. Licensed Professional Engineer (also the general title of Project Engineer).

Parent Franchise See [Initial Franchise](#).

Participation To the extent provided by law, funds may be used to reimburse or to make payments to the utility on projects. It also refers to the sharing of expenses proportioned in relation to the legal responsibility of the parties.

Pipeline Any pipe, regardless of material, that conveys a utility across or along the highway operating right of way. This includes innerducts, conduit, carrier pipe, and encasement pipe.

Plowed Installation See [Direct Bury](#).

Preliminary Engineering Locating; surveying; preparing Plans, Specifications, and Estimates (PS&E); and other related preparatory work in advance of construction operations.

Prescriptive Right A property right, granted by a court of law, that provides certain property rights to an individual, company, or corporation. If no judgment has been issued, there is no Prescriptive Right, only a Prescriptive Claim. The claim must be brought and argued before a court for a judgment to be issued. For a Prescriptive Claim to be valid, it must be open, notorious, and adverse. Contact [HQ Utilities](#) for additional guidance.

Private Facilities Those facilities that are privately owned, located on the owner's land, devoted exclusively to private use, and that do not directly or indirectly serve the public. When relocation of private facilities is necessary, the relocation shall be handled as part of the right of way negotiations, using the provisions of 23 CFR Part 645A as a guide to establish a cost to cure.

Project In this manual, may refer to a highway improvement project or a utility installation project.

Property Right The right or interest that a party (grantee) has in a parcel of real property. (See also [Compensatory Rights](#).)

Public Utility A "not for profit" public, locally regulated utility service provider.

Quitclaim Deed (QCD) A legal document that transfers a grantor's interest in a land parcel to a second party, a grantee. The QCD must be signed by the state and the utility/grantor and recorded with the appropriate jurisdiction. It conveys the rights, title, and interest of the utility/grantor in a particular piece of property or property right, owned by the utility/grantor on the effective date of the deed, as fully and effectively as a Warranty Deed (may also convey rights from the state to others).

Recoverable Slope See [Slope](#).

Recovery Area In reference to the Control Zone, the Recovery Area is the minimum target value used in utility object location when a fill slope between 4H:1V and 3H:1V starts within the Control Zone.

Region As used in this manual, the region shall refer to WSDOT's seven organizational areas: Northwest-NWR in Seattle; Olympic-OR in Olympia; North Central-NCR in Wenatchee; Southwest-SWR in Vancouver; South Central-SCR in Yakima; Eastern-ER in Spokane; and Urban Corridors Office-UCO in Seattle.

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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Open Cut Crossing Utility Trench Backfill Detail	B-33
Quitclaim Deed (Contact: Real Estate Services Office)	B-34
Utility Object Relocation Record	B-38
Utility Trench Backfill Detail	B-39

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

* Assistant State Design Engineer

Authority Matrix

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

AGREEMENT WITH STATE OF WASHINGTON
AS TO CROSSINGS

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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:

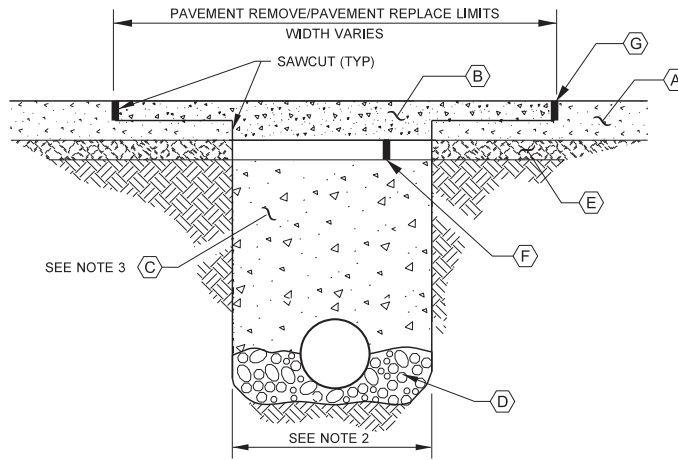
(Legal description showing beginning milepost and legal description) thence northerly (easterly, etc.) to a point opposite approximate (ending milepost and legal description).

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

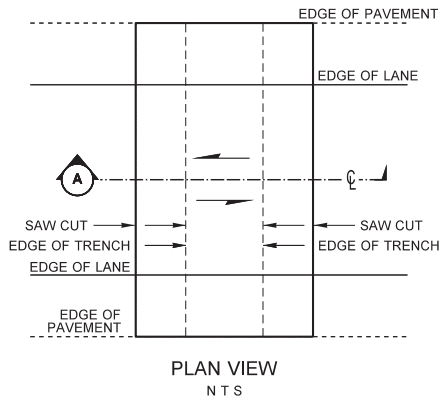


OPEN CUT CROSS SECTION
NTS

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



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

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

Open Cut Crossing Utility Trench Backfill Detail

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 { }

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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 { }

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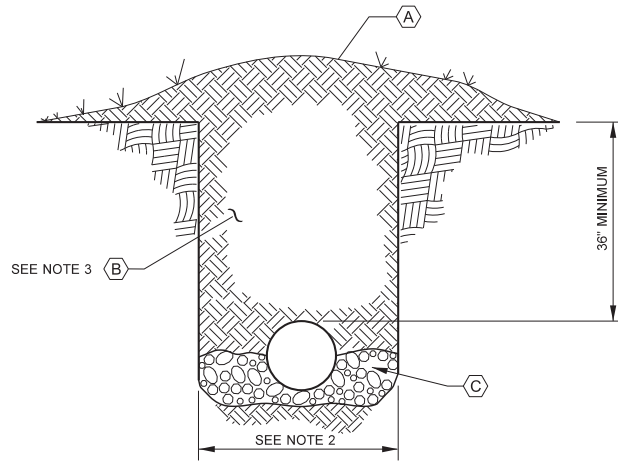
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RES-306
Revised 09/05

Page { page } of { numpages } pages

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



TRENCH CROSS SECTION
NTS

LEGEND

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

GENERAL NOTES

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

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

Utility Trench Backfill Detail

