

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Transportation and Development / Development Engineering

DATE: June 13, 2017

REQUESTED ACTION: Authorize the Public Works Director to sign a franchise agreement with the Washington State Department of Transportation to address drainage and roadway issues on NE 67th Avenue (north of SR-502) in the amount of \$52,860 and to sign construction change orders up to 10 percent of that amount.

____ Consent X Hearing ____ County Manager

PUBLIC WORKS GOALS:

- ☒ Provide a safe, efficient transportation system
- ☐ Support a vibrant system of parks and natural areas while preserving the environment
- ☒ Continue responsible stewardship of public funds
- ☒ Increase partnerships and foster an engaged, informed community
- ☐ Empower a skilled, responsive workforce
- ☐ Make Public Works a great place to work

BACKGROUND

NE 67th Avenue (north of SR-502) is a local rural road serving a number of residents and some businesses. It is in a low-lying area, beset with drainage problems during significant storms. This proposal is a partnership with WSDOT and a local developer to address the drainage problems and rebuild the road.

The developer will install 572 linear feet of storm pipe and structures and rebuild the roadway base (1,145 feet long by 20 feet wide). WSDOT will pave the top asphalt layer of the reconstructed road and allow use of its already constructed stormwater facility. The county's portion is to pay for the 350 linear feet of storm pipe, which WSDOT will install within its stormwater facility. WSDOT will pay for this part of the project and then bill Clark County Public Works for \$52,860 and any construction change orders up to 10% of the amount. The project will correct drainage problems and reconstruct a county road, benefitting all parties.

COUNCIL POLICY IMPLICATIONS

This action does not change county policy.

ADMINISTRATIVE POLICY IMPLICATIONS

This action does not have administrative policy implications.

COMMUNITY OUTREACH

Notice of this public hearing was provided on May 24, 2017. Additionally, a number of calls have been returned to concerned citizens by Development Engineering and Road Maintenance staff, WSDOT and the developer.

Pw 17-071

BUDGET IMPLICATIONS

YES	NO	
	X	Action falls within existing budget capacity.
X		Action falls within existing budget capacity but requires a change of purpose within existing appropriation.
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

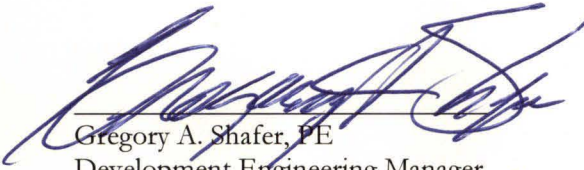
BUDGET DETAILS

Local Fund Dollar Amount	\$52,860
Grant Fund Dollar Amount	N/A
Account	Road Fund/Maintenance and Operations
Company Name	N/A

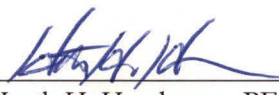
DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

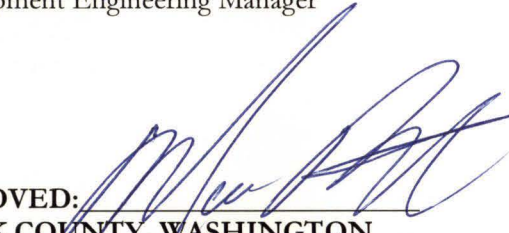
Attachments: Franchise Agreement, Project Plans, Notice of Public Hearing



Gregory A. Shafer, PE
Development Engineering Manager



Heath H. Henderson, PE
Public Works Director/County Engineer



APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: 6-13-17

SR# _____



APPROVED: _____
Robert M. Stevens, Deputy County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Project will address drainage/flooding issues, and re-build 1,145' of NE 67th Avenue.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Road Fund/Maintenance & Operations		\$52,860				
Total						

II. A – Given drainage and roadway improvements, revenues to come from existing Road Maintenance funds.

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Road Fund/Maintenance & Operations			\$52,860				
Total							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays		\$52,860				
Inter-fund Transfers						
Debt Service						
Total						



Application for Utility Permit or Franchise

Permit/Franchise No.

U2002
Applicant - Please print or type all information

Application is Hereby Made For: ☒ Permit ☐ Franchise ☐ Amendment ☐ Franchise Consolidation \$300.00 ☐ Franchise Renewal \$250.00 ☐ Category 1 \$500.00 ☐ Category 2 \$300.00 ☒ Category 3

Intended Use of State Right of Way is to Construct, Operate, and Maintain a: **Storm water outfall for Oak Meadows on 67th Avenue at SR 502** on a portion of

State Route **502** (at/from) MilePost **3.30** to Mile Post **3.35** in **Clark** County, to begin in the **SW 1/4 SE 1/4** Section **31** Township **4** North: Range **2** East W.M. and end in the **SW 1/4 SE 1/4** Section **31** Township **4** North: Range **2** East W.M.

Fees in the amount of \$ **N/A** are paid to cover the basic administrative expenses incident to the processing of this application according to WAC 468-34 and RCW 47.44 and amendments thereto. The applicant promises to pay any additional costs incurred by the Washington State Department of Transportation (Department) on the behalf of the applicant.

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

Clark County Department of Public Works

Applicant (Referred to as Utility)

1300 Franklin St

Address

Vancouver WA 98666

City

State

Zip Code

360-397-2000

Telephone

Heath.Henderson@clark.wa.gov

Email

Applicant Reference (WO) Number

Applicant Authorized Signature

Heath Henderson

Print or Type Name

Clark County Public Works Director

Title

Dated this _____ day of _____

Federal Tax ID Number or Social Security Number

Authorization to Occupy Only If Approved Below

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

For Department Use Only

Exhibits Attached

Exhibit "A" - Special Provisions, Pages 1-4
Exhibit "B" - Utility Facility Description, Page 1
Exhibit "C" - Plan Map Sheet 1 - 3

Please note: This storm sewer project is being constructed by the WSDOT contractor within the current WSDOT contract (#C8573) as a change order estimated at \$52,860.

Department Approval

By:

Rick Henderson

Title:

SW Region Utilities Engineer

Date:

Expiration Date:

General Provisions

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

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

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

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

condition satisfactory to the Department.

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

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

25. This Permit or Franchise does not authorize the Utility, or its employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right of way. Should the Utility anticipate that its Work will alter the appearance of the state-owned highway right of way vegetation, the Utility shall notify the Department representative listed in special provision 1 to obtain the Department's prior written approval of the Utility's proposed work. If the Department permits the Utility to modify the state-owned highway right of way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that the state-owned highway right of way vegetation appearance will not be damaged. Should the Utility damage the appearance of the state-owned highway right of way vegetation without the Department's prior written approval, the Utility is subject to penalties provided for in RCWs 47.40.070, 47.40.080, and 4.24.630, as applicable.
26. The Utility hereby certifies that its facilities described in this Permit or Franchise are (1) in compliance with the Control Zone Guidelines, or (2) for a franchise consolidation or renewal, a mitigation plan has been submitted and approved for any existing Location I or Location II utility objects to be corrected in accordance with the Control Zone Guidelines, pursuant to Chapter 9 of the Department's Utilities Manual (M 22-87) and any revisions thereto.
27. The Utility shall not assign or transfer this Permit or Franchise without the Department's prior written approval. The Utility understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit or Franchise, and the Utility will advise the assignee or transferee of its obligation to apply for an updated or replacement Permit or Franchise. If the Department does not approve the assignment or transfer, this Permit or Franchise shall automatically terminate, and the facility occupying state-owned highway right of way shall be subject to the terms of RCW 47.44.060.
28. The Utility, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers and employees, from all claims, demands, damages (both to persons and/or property), expenses, regulatory fines, and/or suits that (1) arise out of or are incident to any acts or omissions of the Utility, its agents, contractors, and/or employees, in the use of the state-owned highway right of way as authorized by the terms and conditions of this Permit or Franchise, or (2) are caused by the breach of any of the terms or conditions of this Permit or Franchise by the Utility, its successors and assigns, and its contractors, agents, and/or employees. The Utility, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its officers and/or employees, if the claim, suit, or action for damages (both to persons and/or property) is caused by the acts or omissions of the State of Washington, its officers and/or employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and/or employees, and (b) the Utility, its agents, contractors, and/or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Utility, its agents, contractors, and/or employees.
29. The Utility agrees that its obligations under this Permit or Franchise extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Work under this Permit or Franchise while located on state-owned highway right of way. For this purpose, the Utility, by MUTUAL NEGOTIATION, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.
30. The indemnification and waiver provided for in general provisions 28 and 29 shall survive the termination of this Permit or Franchise.
31. Any action for damages against the State of Washington, its agents, contractors, and/or employees, arising out of damages to a utility or other facility located on state-owned highway right of way, shall be subject to the provisions and limitations of RCW 47.44.150.

32. This Permit or Franchise shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting rights of like or other nature to other public or private utilities, nor shall it prevent the Department from using any of the state-owned highway right of way or other properties for transportation purposes, or affect the Department's right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered. Further, the Department reserves the exclusive right to require that all utility facilities be subject to joint trenching and occupancy.



Special Provisions for Permits and Franchises

Permit No. U2002

Applicable provisions are denoted by (X)

- ☒ 1. Prior to beginning the Work, a pre-construction conference shall be held at which the Department, Utility's engineer, contractor, and inspector (as applicable) shall be present. The Utility shall give a minimum **five** (5) working days (Monday through Friday excluding any holidays) notice to the Department's representative(s) (prior to the pre-construction conference). Please contact Cori Fahrni to set this meeting up.
- ☒ 2. No Work provided for herein shall be performed until the Utility is authorized by the Washington State Department of Transportation (Department) representative(s):

Department Representatives		
Utilities Project Delivery Engineer/Inspector:	Utilities Inspector:	Maintenance Area Representative:
Dennis Noyes SW Region Utilities Phone: 360-905-2298 Cell: 360-904-3210		

The Utility shall notify in writing the identified Department representative(s) at least **three** (3) working days (Monday through Friday excluding any holidays) in advance of commencing Work on state-owned highway right of way.

- ☒ 3. Work within the state-owned right of way shall be restricted to daylight hours. No work shall be allowed Saturday, Sunday, or holidays. In addition, the Utility shall be off the highway by noon the day prior to a holiday unless authorized by the Department. If a holiday falls on a Saturday, the preceding Friday is counted as the holiday, and the Utility shall be off the highway by noon Thursday. When the Holiday falls on a Monday, the Utility shall be off the right of way at noon on the preceding Friday. Nothing in this section shall limit the authority of the Department to further restrict work within state-owned highway right of way at the Department's discretion. The hours of closure are subject to change if unanticipated circumstances occur. Any lane closures must be submitted for approval in advance of use.
- ☒ 4. During non-working hours equipment and materials shall not be located or stored within the work zone clear zone (WZCZ) area. Minimum WZCZ distances will be measured from the edge of the traveled way (the portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning) and will be determined as follows:

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

Minimum Work Zone Clear Zone Distance

- ☒ 5. The Utility agrees that, in the event any construction and/or maintenance of the highway facility becomes necessary within the proximity of the utility installation during the time the Utility will be working within the highway right of way, it is expressly understood that, upon request from the Department's representative, the Utility will promptly identify and locate by suitable field markings any and all of its underground facilities so that the Department or its contractor can be fully apprised at all times of their precise locations.
- ☒ 6. Construction of this facility will not be permitted from the shoulders or through the traffic lanes and/or ramps of SR 502. All construction access will be from adjacent roadways.
- ☐ 7. All vehicles and equipment that are not essential for the Work shall not be parked on the shoulders or thru-traffic lanes and/or ramps of SR 502.
- ☒ 8. In the event of a lane closure the contractor **SHALL** call the TMC at 360-759-1300 to let them know the location, start and finish time of the lane closure.

- ☒ 9. The responsibility of the Utility for proper performance, safe conduct, and adequate policing and supervision of the Work shall not be lessened or otherwise affected by the Department's approval of plans, specifications, or work, or by the Department representative's presence at the work site.
- ☐ 10. The Utility acknowledges that SR _____ is scheduled for future construction. All work shall be coordinated with the Project Engineer's Office responsible for this project and all work shall be completed no later than _____. Relocation and/or adjustment of this facility at the time of construction will be at the expense of the Utility.
- ☒ 11. The Utility shall notify the Department Representative upon completion of project for final inspection / review.

BOND AND INSURANCE COVERAGE

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

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

- ☐ 16. If the Utility is a city or county, it may choose to provide verification of insurance coverage to the Department by providing proof of its coverage through "Washington Cities Insurance Authority" or the "Washington Counties Risk Pool", or verify that the city or county is self-insured, to comply with the insurance terms and conditions of this Permit or Franchise.

UNDERGROUND FACILITIES

- ☐ 17. All facilities in joint use conduits shall relocate together at such time as the conduit owner moves their conduit or WSDOT deems relocation necessary. The conduit owner is responsible to remove the conduit or conduits in their entirety. (The conduit owner is the Permit or Franchise holder under which the conduits were installed.)
- ☐ 18. A Utility that is installing conduit for future use must apply for a new Permit or Franchise amendment when they are ready to occupy the empty conduit. If a third-party Utility is to occupy the empty conduit the conduit owner must instruct them to apply for a Permit or Franchise with WSDOT before occupying the conduit.
- ☐ 19. The Utility shall completely remove all Deactivated Facilities (as defined in Washington State Department of Transportation Utilities Manual M 22-87).
- ☐ 20. Deactivated facilities left within the state owned right of way shall remain owned by the Utility, who shall continue to bear all responsibility for any future costs incurred for removal of the Deactivated facilities if required by the Department in its sole discretion.
- ☐ 21. For underground facilities, markers shall be placed at each right of way line at one end of a normal crossing, at both ends of an oblique crossing, and at all changes in offset distance from right of way line or centerline of the highway and placed every 500 feet for longitudinal installations. Marker information as a minimum shall include owner name, pipeline or cable identification and station, and telephone number or other means to contact a local office. Markers must meet an industry standard that will not create a safety hazard, and all markers shall be placed and maintained so as to minimize interference with Department maintenance operations. It is

the Utility's responsibility to maintain its markers. Maintenance of markers includes but is not limited to update of Utility's name (if changed) or Utility's successors' or assigns' contact information, and replacement of damaged or missing markers.

- ☐ 22. All underground facilities shall include a component by which the utility can be located with conventional methods. In addition, for all installations in trenches, the Utility shall install detector tape approximately 12 inches above the underground facility. The tape shall conform to the standards of the American Public Works Association Uniform Color Code.
- ☐ 23. Utility facilities or casings for facilities crossing under highways surfaced with oil, asphalt concrete pavement, or cement concrete pavement shall be by trenchless construction, using the appropriate equipment to jack, bore, or auger the facility through the highway prism with a minimum depth of 5 feet along any point from the top of facility to the lowest point of the finished highway grade, at a minimum of 3.5 feet depth from bottom of ditch/toe of slope to top of facility or casing.
- ☐ 24. If PVC or HDPE casings are utilized for crossings, they shall be equivalent to or greater than Schedule 80.
- ☐ 25. Casing requirements (WAC 468-34-210) for utilities are specified individually or in whole on the attached exhibits. Any variances to these casing requirements shall be justified, in writing, and approved by the Department.
- ☐ 26. Pipeline installation shall meet the provisions of chapter 480-93 WAC, Gas Companies-Safety, and amendments thereto.
- ☐ 27. Open trenching (cutting a trench for direct placement of a utility that does not include cutting an existing paved highway surface) will only be allowed at the locations identified on the plan sheets and/or listed on Exhibit(s) , with restoration to be performed as noted on the attached "Open Trench Detail," Exhibit
- ☐ 28. Open cuts (cutting a trench for direct placement of a utility that does include cutting the existing paved highway surface) of the highway are a variance to Department policy, requiring justification (Open Cut Variance Request) and approval by the Department prior to the Work beginning. Open cuts are only allowed at approved locations identified on the plan sheets and/or listed on Exhibit(s) , with restoration to be performed as noted on the attached "Open Cut Detail," Exhibit
- ☐ 29. If determined necessary by the Department representative, any or all of the excavated material shall be removed and replaced with suitable material as specified by the Department. It is the Utility's responsibility to obtain any necessary permits or comply with applicable requirements to haul or dispose of any excavated material.
- ☒ 30. If determined by the Washington State Department of Labor and Industries and/or the Department representative that extra Shoring (beyond that specified in Section 7-08.3(1)B of the Department's Standard Specifications for Road, Bridge, and Municipal Construction) is necessary for the safety of the workers or the protection of the highway pavement, the trenching or excavation work shall be stopped and no Work in the trench or excavation area will be allowed until satisfactory modifications are made.
- ☒ 31. All trenches, boring or jacking pits, etc., shall be backfilled as soon as possible. If left open during nonworking hours, they shall be protected to the satisfaction of the Department. Methods of protection shall be submitted a minimum of **fourteen (14)** calendar days in advance for approval by the Department prior to use.
- ☒ 32. During working hours, all open trenches shall be marked by warning signs, barricades, and flashing beacons. If necessary, flagmen shall be employed for the purpose of protecting the traveling public.
- ☒ 33. The highway shoulders, where disturbed, shall be resurfaced in kind with crushed surfacing top course at **12-inch** minimum compacted depth, or as directed by the Department's representative. The surface of the finished shoulder shall slope down from the edge of pavement at the rate of 5% unless otherwise directed. Any restored shoulders shall not have any sections less than 2 feet wide.
- ☒ 34. The Utility shall use hot mix asphalt for all roadway pavement restoration. The Department will not allow the use of cold mix for any roadway patching longer than 24 hours.
- ☐ 35. Utility facilities installed longitudinally within Zone A, foreslope and backslope, shall have a minimum cover of 42 inches except in consolidated rock where the minimum cover shall be 24 inches with a concrete casement of four inches or a steel plate above the facility.
- ☐ 36. Utility facilities installed longitudinally within Zone B, outside of Zone A, shall have a minimum cover of 42 inches except in consolidated rock where it is necessary to saw or blast the rock to install the facility, the minimum cover may be 24 inches.
- ☐ 37. All facilities constructed in Zone A shall use conduit.
- ☐ 38. Zone A requirements also apply from Milepost to Milepost .

AERIAL/ABOVEGROUND FACILITIES

- ☐ 39. All facilities on joint use poles shall be relocated at the time the pole owner either moves or removes their poles. (The pole owner is the Permit or Franchise holder under which the poles were installed and is responsible for ensuring the removal of the pole.)
- ☐ 40. Neutral conductors associated with circuits of 0 to 22 Kilovolts, where the neutral is considered to be 0-750 Volts, shall have a minimum clearance of 24 feet Vertical Clearance as indicated in WAC 468-34-290, provided the facility is grounded at each pole at each end of the crossing.
- ☐ 41. The Utility agrees to underground the aboveground facilities covered by this Franchise in Scenic Classes "A," and "B," as defined on the attached Exhibit(s) , either at the time of major construction of the facility, for that portion of facility to be reconstructed, or prior to expiration of this Franchise.

- ☐ 42. The Utility agrees to underground the aboveground facilities covered by this Franchise in Scenic Classes "A," "AX," "B," and/or "BX," as defined on the attached Exhibit(s) , at the time the pole owner undergrounds its facility. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX", if acceptable to the Department.
- ☐ 43. The Utility agrees to underground or relocate the existing aboveground facilities covered by this Franchise in Scenic Classes "A," "AX," "B," and/or "BX," as defined on the attached Exhibit(s) , to a location acceptable to the Department either at the time of reconstruction, for the portion of line to be reconstructed, or prior to the expiration of this Franchise. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX", if acceptable to the Department.
- ☐ 44. The Utility shall not place any new poles within the right-of-way.
- ☐ 45. The term "to maintain" as noted in General Provision #18 includes but is not limited to keeping the area around any and all utility owned components (i.e. guy anchors and guy wires) mowed no less than four feet away to allow State maintenance crews visibility of any and all utility owned appurtenances within the WSDOT right of way.

MAINTENANCE

- ☐ 46. No routine maintenance of the facility authorized by this Permit or Franchise will be allowed within the limited access area.
- ☐ 47. Maintenance of this facility will not be permitted from the shoulders, thru-traffic lanes, and/or ramps of , and all service to this facility will be accessed from .
- ☒ 48. The Utility will notify the Department Representative(s), listed in Special Provision 1, three (3) working days (Monday through Friday excluding any holidays) prior to any scheduled maintenance work to be performed in the state-owned highway right of way.

ADDITIONAL PROVISIONS

- ☒ 49. Clark County Public Works shall maintain the enclosed drainage system as described in this permit (See exhibit "C").
- ☒ 50. For the purpose of routine maintenance the County shall contact the region Utilities office to coordinate activities.
- ☒ 51. Water being discharged into the state facility shall be treated per current Clark County Standards.
- ☒ 52. The Utility shall contact WSDOT immediately if any significant archeological artifacts are uncovered during any type of excavation.
- ☒ 53. During non-working hours the State right of way shall be fenced with existing or temporary fencing. When the project is completed the fencing shall be replaced in kind.
- ☒ 54. **CALL BEFORE YOU DIG:** Utility Notification Center, **811**. It is the Utility's responsibility to contact the one call center pursuant to RCW 19.122. Any locations or dimensions provided for existing facilities on plan sheets provided by the Department are in accordance with available information obtained without uncovering, measuring, or other verification.
- ☒ 55. Clean up and application of tacking agent or hydro seeding in accordance with manufacturers recommended requirements shall occur as soon as practical following the installation. A seed mix is available for use on this project. County specific Weed Control Plans shall take precedence over the Department's provided seed mixes, if they are available. The recommended seeding application window is Sept. 15 – Nov. 15. The applicant shall be held responsible for re-vegetation of the disturbed areas to pre-construction conditions. In areas where adjacent owners have maintained the highway rights of way, as yards or similar, re-vegetation shall be completed in a manner that produces pre-construction conditions.
- ☐ 56. The Utility shall be responsible for securing the required Department of Natural Resources (DNR) easement(s) and shall provide a copy of the easement(s) to the WSDOT Regional Utilities Engineer prior to installing any utility facilities across DNR land or waterways.



Exhibit "B" Page 1 of 1 Pages

MS Word simulation of DOT Form 224-697 EF Current as of 7-1-99



