



**Washington State  
Department of Transportation**  
NorthCentral Region-Utilities Office  
P. O. Box 98  
Wenatchee, WA 98807-0098

## Application for Utility Permit or Franchise

Permit/Franchise No. 7792

**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 \$150.00

Intended Use of State Right of Way is to ~~Construct~~ Operate, and Maintain a:

12" C 900 PVC watermain crossing in 24" HDPE culvert pipe casing & conduits for future use on a portion of

State Route 26 (al/from) MilePost 41.60 to Mile Post 41.60 in Adams County,  
to begin in the SE 1/4 SE 1/4 Section 3 Township 15 North: Range 29 West/East W.M.  
and end in the NE 1/4 NE 1/4 Section 10 Township 15 North: Range 29 West/East W.M.

Fees in the amount of \$ waived are paid to defray the basic administrative expense incident to the processing of this application according to WAC 468-34 and RCW 47.44 and amendments. The applicant further promises to pay additional costs incurred by the Department on the behalf of the applicant.

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

City of Othello

Applicant (Referred to as Utility)

Address

Othello

City

509-488-5856

Telephone

500 E. Main Stret

Applicant Reference (W/O) Number

*Tim Wilson*  
Applicant Authorized Signature

Tim Wilson

Print or Type Name

Mayor

Title

Dated this 18 day of MAY, 2010

91-6001482

Federal Tax ID Number or Social Security Number

**Authorization to Occupy Only If Approved Below**

The Washington State Department of Transportation referred to as the "Department," hereby grants this document (Permit or Franchise as applicable) subject to the terms and conditions stated in the General Provisions, Special Provisions, and Exhibits attached hereto and by this reference made a part hereof. Construction facilities proposed under this application shall begin within one year and must be completed within three years from date of approval

**For Department Use Only**

**Department Approval**

By: *Frank Anderson*

Title: NCR Utility Manager

Date: 5/13/10

Expiration Date: N/A

**Exhibits Attached**

EXHIBIT 'A' - SPECIAL PROVISIONS,

PAGES 1-4 OF 4

EXHIBIT 'B' - UTILITY FACILITY DESCRIPTION,

PAGE 1 OF 1.

EXHIBIT 'C' - R/W PLAN TITLED "SR 26, JCT. S.S.H.

NO. 11-G WESTERLY" SHEET 2 OF 3

SHEETS, PAGE 1 OF 2.

UTILITY PROVIDED PLAN & PROFILE,

SHEET C-201, PAGE 2 OF 2.

## General Provisions

1. This document is subject to RCW 47.32, RCW 47.44 and WAC 468-34 and amendments thereto.
2. The Utility, its successors and assigns agree to indemnify, defend and hold the State of Washington, its officers and employees harmless from all claims, demands, damages, expenses or suits that: (1) arise out of or are incident to any negligence by the Utility, its agents, contractors or employees in the use of the highway right of way pursuant to this document or (2) are caused by the breach of any of the conditions of this document by the Utility, its contractors, agents or employees. Any action for damages against the State of Washington, its agents, officers, contractors or employees arising out of damages to a utility or other facility located on the highway right of way shall be subject to the provisions of RCW 47.44.150. Any action for damages against the State of Washington, its agents, officers, contractors or employees arising out of damages to a utility or other facility located on the highway right of way shall be subject to the provisions of RCW 47.44.150. The Utility, and on behalf of its assigning, agents, licensees, contractors and employees agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it or its agents, contractors, licensees, employees or customers in connection with Utility's, its assigns' agents', contractor's licensees' or employee's construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this document against the State of Washington, its agents, or employees except the reasonable costs of repair to property resulting from the negligent injury or damage to Utility's property by the State of Washington, its agents, contractors or employees.
3. Whenever necessary for the construction, repair, improvement, alteration, or relocation of all or any portion of said highway as determined by the Department, or in the event that the lands upon which said highway is presently located shall become a new highway or part of a limited access highway, or if the Department shall determine that the removal of any or all facilities from the said lands is necessary, incidental, or convenient to the construction, repair, improvement, alteration, or relocation of any public road or street, the Utility shall, upon notice by the Department, relocate or remove any or all of such facilities from said highway as may be required by the Department at the sole expense of the Utility to whom this document is issued or their successors and assigns.
4. All such changes, reconstruction, or relocation by the Utility shall be done in such manner as will cause the least interference with any of the Department's performance in the operation and maintenance of the highway.
5. This document shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting rights of like or other nature or other public or private utilities, nor shall it prevent the Department from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
6. The department may revoke, amend, or cancel this permit at any time by giving written notice to the Utility. The Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after written notice of cancellation will be removed by the Department at the expense of the Utility.
7. Any breach of any of the conditions and requirements herein made, or failure on the part of the Utility of this franchise to proceed with due diligence and in good faith with construction work hereunder shall subject this franchise to cancellation after a hearing before the Department, of which said hearing the Utility shall be given at least 10 days written notice, if at that time the Utility is a resident or is doing business in the State of Washington, otherwise, by publishing a notice of said hearing once a week for two consecutive weeks in a newspaper of general circulation in Thurston County, Washington, the last publication to be at least 10 days before the date fixed for said hearing.
8. The Utility shall maintain at its sole expense the structure or object for which this document is granted in a condition satisfactory to the Department.
9. Upon failure, neglect, or refusal of the Utility to immediately do and perform any change, removal, relaying, or relocating of any facilities, or any repairs or reconstruction of said highway herein required of the Utility, the Department may undertake and perform such requirement, and the cost and expense thereof shall be immediately repaid to the Department by the Utility.
10. Upon approval of this document, the Utility shall diligently proceed with the work and comply with all provisions herein.
11. Whenever it is deemed necessary for the benefit and safety of the traveling public, the Department hereby reserves the right to attach and maintain upon any facility by the Utility under this document any required traffic control devices, such as traffic signals, luminaires, and overhead suspended signs, when the use of such devices or attachments does not interfere with the use for which the facility was constructed. The Department shall bear the cost of attachment and maintenance of such traffic control devices, including the reasonable cost of any extra construction beyond normal; such extra cost to be determined jointly by the Department and the Utility of this document. It is not to be construed that the Department is to share in the normal cost of installation, operation, or maintenance of any of the facilities installed under this document.
12. No assignment or transfer of this franchise in any manner whatsoever shall be valid nor vest any rights hereby granted until the Department consents thereto and the assignee accepts all terms of this franchise. Attempting to assign this franchise without Department consent shall be cause for cancellation as herein provided.
13. No excavation shall be made or obstacle placed within the limits of the State highway in such a manner as to interfere with the travel over said road unless authorized by the Department.
14. If the work done under this document interferes in any way with the drainage of the State highway, the Utility shall wholly and at its own expense make such provisions as the Department may direct to take care of said drainage.
15. On completion of this work, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Department.
16. All of the work shall be done to the satisfaction of the Department, and all costs incurred by the Department shall be reimbursed by the Utility.
17. The Utility pledges that performance of routine cutting and trimming work will be accomplished in such a manner that the roadside appearance will not be disfigured. When major work is involved or damage to roadside appearance may become significant, the Utility shall secure the approval of the Department in advance of the work.
18. The Utility hereby certifies that the facilities described in this document are either (1) in compliance with the Control Zone Guidelines, or (2) any existing Location I or Location II utility objects will be corrected in accordance with Control Zone Guidelines.



14. All slopes, slope treatment, top soil, ditches, pipes, etc., disturbed by this operation shall be restored to their original cross section and condition. All open trenches shall be marked by warning signs, barricades, lights and if necessary, flagmen shall be employed for the purpose of protecting the traveling public. Roadside operations may be specified by the Department's representative.
15. Where applicable, markers shall be placed at each right of way line for all crossings and placed every 152.400 meters (500 feet) for longitudinal facilities to include: company name, pipeline or cable identification, telephone number for contact, and the distance from the marker to the facility in meters (feet). Markers shall be placed so as to minimize interference with maintenance operations. Markers shall also be placed at all changes in offset distance from right of way line or centerline of highway.
16. The utility shall install detector tape or cable approximately 300 millimeters (12 inches) above the underground facility. The tape shall conform to the standards of the American Public Works Association Uniform Color Code.
17. In the event that construction and maintenance of the highway facility within the proximity of the utility installation becomes necessary during the period which the Utility will occupy a portion of the right of way, it is expressly understood that, upon request from the Department's representative, the Utility will promptly identify and locate by suitable field markings any and all of their underground facilities so that the Department or its contractor can be fully apprised at all times of its precise location.
18. The shoulders, where disturbed shall be surfaced with crushed surfacing top course \_\_\_\_\_ millimeter ( \_\_\_\_\_ inch ) minimum compacted depth, or as directed by the Department's representative. The surface of the finished shoulder shall slope down from the edge of pavement at the rate of 5% unless otherwise directed. The restored shoulder must not have any strips or sections less than 0.6 meter (2 feet) wide. The restored shoulder shall be surfaced
19. Utility facilities or casings for facilities crossing under roadways surfaced with oil, asphalt concrete pavement or cement concrete pavement shall be accomplished by use of appropriate equipment to jack, bore, or auger the facility through the highway grade with a minimum depth of 1.52 meters (5 feet) minimum along any point from the top of facility to the finished road grade and a minimum of 1.07 meters (3.5 feet) depth from bottom of ditch to top of facility. Casing requirements for facilities are denoted by special provision 20. Any allowable open trench construction will be specifically provided for by special provision No. 21, if denoted.
20. Facilities to be placed within encasement are specified individually or in whole on the attached exhibits.
21. Open trench construction will be allowed only at those locations identified on the plan exhibits and/or listed on Exhibit \_\_\_\_\_ (s) \_\_\_\_\_, with restoration to be performed as noted on the attached "Open Cut Detail," Exhibit \_\_\_\_\_.
22. The Utility agrees to be responsible for any construction deficiencies as a result of the roadway installation.
23. No routine maintenance of this facility will be allowed within the limited access area.
24. Maintenance of this facility will not be permitted from the shoulders, through traffic roadways, or ramps of SR \_\_\_\_\_ SR 26 \_\_\_\_\_ and all service to this facility will be by access from \_\_\_\_\_ county road, private access or private easement.
25. Construction of this facility will not be permitted from the shoulders, through traffic roadways, or ramps of SR \_\_\_\_\_ All construction access will be from \_\_\_\_\_.
26. Bond coverage required to ensure proper compliance with all terms and conditions of said permit/franchise will be furnished by a Blanket Surety Bond held by the Department at the WSDOT Headquarters.
27. The Utility shall provide to the Department in the amount of \$ \_\_\_\_\_ a surety bond written by a surety company authorized to do business in the State of Washington or an escrow account with a bank approved by the Department, prior to start of construction, to insure compliance with any and all of the terms and conditions of this permit/franchise. Said bond/account to remain in force for a period ending one year after date of completion of construction, except the Utility shall be required to maintain said bond/account for a period of two years after completion of construction where the installation of the utility facility disturbs the traveled lanes
28. The utility agrees to underground the aboveground facilities covered by this franchise in Scenic Classes "A" and "B", as defined on attached Exhibit(s) \_\_\_\_\_ either at the time of major reconstruction of the facility, for that portion of facility to be reconstructed, or prior to expiration of this franchise.
29. The Utility agrees to underground the aboveground facilities covered by this franchise in Scenic Classes "A", "AX", "B", and/or "BX", as defined on attached Exhibit(s) \_\_\_\_\_ at the time the pole owner undergrounds its facility. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX", if acceptable to the Department.
30. The Utility agrees to underground or relocate aboveground the existing aboveground facilities in Scenic Classes "AX" and "BX", as defined on attached Exhibit(s) \_\_\_\_\_ to a location acceptable to the Department either at the time of major reconstruction of the line, for the portion of line to be reconstructed, or prior to the expiration of this franchise. The existing aboveground facilities may remain in their present location if acceptable to the Department.
31. Neutral conductors associated with circuits of 0 to 22 Kilovolts where the neutral is considered to be 0 - 750 Volts may have a vertical clearance the same as guys and messengers, provided the facility is grounded at each pole at each end of the crossing.
32. The responsibility of the Utility for proper performance, safe conduct, and adequate policing and supervision of the project shall not be lessened or otherwise affected by Department approval of plans, specifications, or work or by the presence at the work site of Department representatives, or by compliance by the Utility with any requests or recommendations made by such representatives.
33. All material and workmanship shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition, and amendments thereto, and may be subject to inspection by the Department.
34. The Utility is responsible for compliance with all federal, state, and local laws pertaining to the discharge received by the Department under this permit/franchise.

35. For UTILITY work that requires permit coverage under the "CONSTRUCTION STORMWATER GENERAL PERMIT - National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activity" (hereinafter "Construction Stormwater General Permit"), the UTILITY shall obtain said permit coverage and shall comply with all requirements of the Construction Stormwater General Permit. The UTILITY shall provide the STATE with documentation of coverage under the Construction Stormwater General Permit within thirty (30) days of the date issued by the State of Washington Department of Ecology. In the event that the STATE covers the UTILITY work under the STATE's Construction Stormwater General Permit coverage, the UTILITY shall comply with all requirements of the Construction Stormwater General Permit for the UTILITY work.
36. The UTILITY, on behalf of itself and its contractors, officers, officials, employees, and agents, shall indemnify, hold harmless, and defend at its sole cost and expense the STATE, its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from the UTILITY's failure to (1) obtain coverage under the Construction Stormwater General Permit for UTILITY work or (2) comply with the Construction Stormwater General Permit's requirements. Nothing in the Section is intended to be construed as a requirement for an indemnification against the sole negligence of the STATE.

SPECIAL PROVISIONS (continued)

- 37. The Utility shall be responsible to acquire any necessary environmental and/or regulatory permits. Approved copies of these permits shall be submitted to the Department prior to commencement of work within the RW.
- 38. The Utility and/or its Contractor shall provide a copy of its Spill Prevention, Control and Countermeasures (SPCC) Plan to the Department prior to commencement of work within the RW. Refer to Section 1-07.15(1) of the WSDOT Standard Specifications for details.
- 39. The Utility agrees to assume all liability and responsibility associated with the maintenance and operation of the facility.
- 40. All utility personnel and their contractors are required to wear high-visibility safety apparel that meets ANSI /ISEA 107-2004 standards.
- 41. All maintenance work on facilities granted in this PERMIT shall comply with the safety regulations of the Washington State Department of Labor and Industries.
- 42. The Utility shall contact the Department's representative to determine traffic control needs. If required, the Utility shall submit a site-specific Traffic Control Plan for approval a minimum of five business days before maintenance work begins. The Utility shall reference the PERMIT Number on the Traffic Control Plan. Contact information is listed in Special Provision No. 1.
- 43. The Utility shall notify the Department's representative using the CONSTRUCTION NOTIFICATION form a minimum of five business days before working at any location within the Department's RW. Contact information listed in Special Provision No. 1.
- 44. The Utility shall contact the Department's representative prior to using the spare conduits to determine if a new PERMIT is required.
- 45. All of the Utility's operations within the Department's right of way shall be subject to inspection by the State, at the expense of the Utility, as authorized by WAC 468-34 and RCW 47.44 and amendments. Nothing, in either inspection or acceptance, shall reduce the Utility's responsibility for their work.
- 46. Utility markers or stub poles used to identify or protect telephone pedestals or other utility facilities will not be allowed within the Control Zone unless they meet the breakaway design criteria. Wood post larger than 4"x4" post shall be drilled.
- 47. Equipment or material shall not be parked or stored within the construction safety zone during non-working hours. The safety zone limits beyond the edge of traveled way are 30 feet where the posted speed limit is 60 mph or greater, 15 feet where the posted speed limit is between 40 to 55 mph, and 10 feet where the posted speed limit is 35mph or less.
- 48. Only equipment with rubber tires or street pads will be allowed on the roadway. Tracked vehicles with cleats or other devices that may damage the road surfacing will not be allowed.
- 49. The Utility shall not undermine or disturb any pavement within the HIGHWAY mainline.
- 50. During maintenance, only the Department's Representative can approve any changes in the proposed alignment of the facilities. A written request must be submitted and approved before the Utility may proceed.
- 51. The Utility shall provide the Department a copy of its "As Built" plans. All route changes and locations of manholes, valve boxes, pedestals or pull-boxes shall be shown with ties to highway centerline.
- 52. Upon completion maintenance work, the Utility shall be responsible to bury, or remove from the Department's RW, all rocks not previously existing above the original contour.
- 53. Final cleanup shall be completed within one week after the facility installation.
- 54. The Utility shall apply a tackifier or place a temporary erosion control blanket to all vegetated areas disturbed as the result of its operations until it is appropriate to seed, fertilize and mulch as stated in the provision below.
- 55. The Utility shall be responsible to seed, fertilize and mulch all vegetated areas disturbed as the result of its operations. The seed, fertilizer and mulch shall be applied by the methods approved in Section 8-01.3(2) B of the Standard Specifications. Application shall be performed between Oct. 1 and Nov. 15. The mix design shall be approved by the department.
- 56. The Utility is responsible to contact the Utility Notification Center at 1-800-424-5555 prior to any excavation. Refer to RCW 19.122 and appropriate WAC codes for legal determinations.
- 57. In the event that during the course of this project an inadvertent discovery of historical/archeological objects, human remains, or a bone/bones of uncertain origin is made, the Utility shall immediately cease operations and contact the WSDOT Region Utilities Office at (509) 667-3062 or WSDOT Region Environmental Office at (509) 667-3055.
- 58. No work will be allowed within the right-of-way when the roadway is covered with snow, slush or ice.



ROAD NO.	STATE	FED AID PROJ NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
0	WASH.				

SE 1/4 Sec. 3

OTHELLO

FARM UNIT No. 111  
BLOCK 45

SW 1/4 SW 1/4 Sec. 2

FARM UNIT No. 110  
BLOCK 45

SE 1/4 SW 1/4 Sec. 2

FARM UNIT No. 107  
BLOCK 45

2272+00

2280

0622

2300

2304+00

CORPORATE LIMITS

N 89° 32' 09" E Sec. Line 4 2743.53'

N 01° 20' 28" E

221° 30.40 P.O.T.

N 89° 44' 30" E & Rdwy. f

N 89° 17' 36" E Sec. Line 6 2572.39'

Prop. County Road

FARM UNIT No. 124  
BLOCK 45

NE 1/4 NW 1/4 Sec. 10

FARM UNIT No. 130  
BLOCK 45

NW 1/4 NW 1/4 Sec. 11

FARM UNIT No. 131  
BLOCK 45

NE 1/4 NW 1/4 Sec. 11

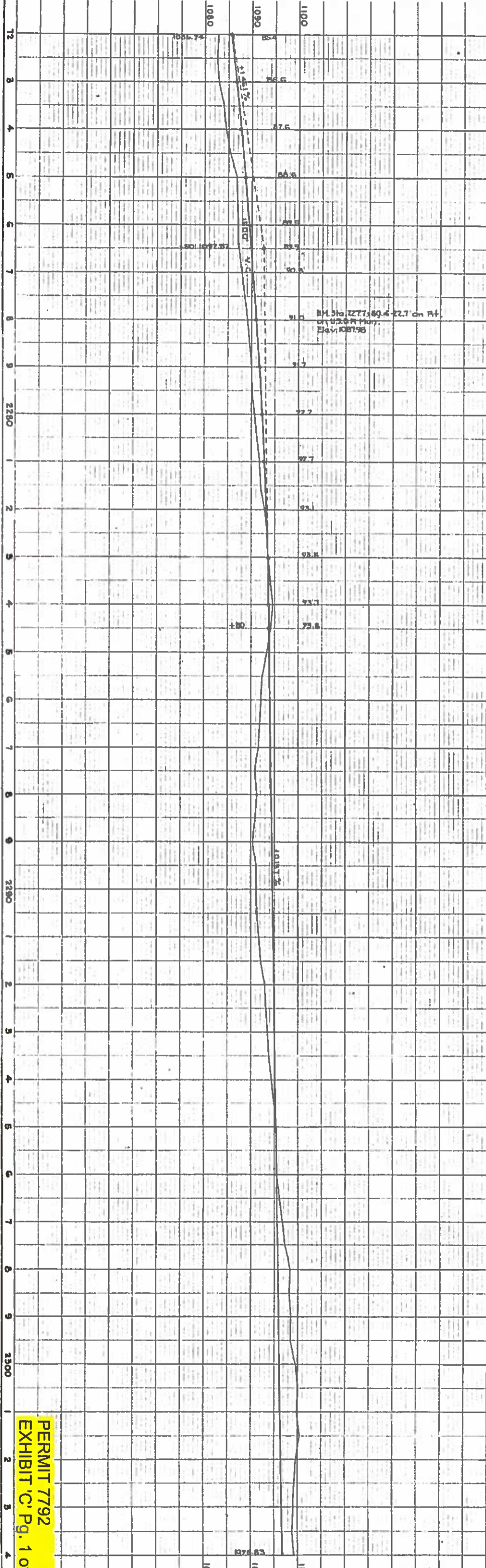
SUBJECT TO  
REVISION

SR 28  
JCT. S.S.H. NO. 11-G WESTERLY

WASHINGTON STATE HIGHWAY COMMISSION  
DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON  
SCALE: HORIZ. 1" = 100 FEET  
VERT. 1" = 10 FEET  
APPROVED: JUNE 16, 1953  
FOR R. OF W. SHEET 2 OF 3 SHEETS



DATE	BY	REVISION
7/1/53	CR	REVISED AND RECORDED
7/1/53	CR	REVISED AND RECORDED



PERMIT 7792  
EXHIBIT 'C' Pg. 1 of 2



