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Utility Permit

JAN 10 1994

WSDOT DIST 1 UTILITIES

CS 3134 SR 9 District No. 1

Permit No. 16027

Name and Address of Applicant:

City of Arlington 238 N. Olympic Arlington, WA 98223

The Applicant, hereinafter referred to as the "Utility," having applied for a permit to construct, operate, and maintain a 12" UG D.I. water main crossing in a 20" steel casing

on a portion of State Route No. 9 in Snohomish County, Washington, the Washington State Department of Transportation or its designee, hereinafter referred to as the "Department," hereby orders that this permit be granted, subject to the terms and provisions stated upon the reverse hereof and Exhibits attached hereto and by this reference made a part hereof:

Exhibit "A" — Special Provisions for Permits and Franchises, Pages 1-3

EXHIBIT "B". Right of way plan entitled, "SR 9, Arlington Vicinity" page 1

Crossing the centerline of SR 9 at approximate Milepost 28.21 located in the SE 1/4 of the SW 1/4 crossing into the SW 1/4 of the SE 1/4 all in Section 11, Township 31 North, Range 5 East, W.M.

The location of the facility described above is further illustrated on the attached map designated Exhibit "B", page 1

Henry- Distribute the old way [Signature]

This permit shall be void unless the work herein contemplated shall have been completed before December 31, 1994

This permit is accepted and approved by the Utility subject to the terms and provisions as herein set forth.

UTILITY

By: [Signature] CITY ENGINEER Date: 1-06-94

DEPARTMENT OF TRANSPORTATION

By: [Signature] Title: Asst. D. A. for Project Development Date: 12-21-93

General Provisions

1. This permit is subject to Chapter 47.32 RCW and/or Chapter 47.44 RCW and Chapter 468-34 WAC and amendments thereto.
2. During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public; the barriers shall be properly lighted at night.
3. 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 permit or (2) are caused by the breach of any of the conditions and requirements of this permit by the Utility, its contractors, agents or employees.

Nothing herein shall require the Utility to indemnify and hold harmless the State of Washington and its officers and employees from claims, demands, damages, expenses or suits based solely upon the conduct or negligence of the State of Washington, its agents, officers, employees and contractors and provided further that if the claims, demands, damages, expenses or suits are caused by or result from the concurrent negligence of (A) the Utility, its agents, contractors or employees and (B) the State of Washington, its agents, officers, employees and contractors, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Utility's negligence or the negligence of the Utility's agents, employees or contractors.

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.

4. Except as herein authorized, 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.
5. If the work done under this permit interferes in any way with the drainage of the State highway, the Utility shall wholly and at its own expense make such provision as the Department may direct to take care of said drainage.
6. On completion of said work herein contemplated, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Department.
7. All of the work herein contemplated shall be done under the supervision and to the satisfaction of the Department, and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.
8. The Department hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this permit at any time, said change or removal to be made at the sole expense of the party or parties to whom this permit is issued or their successors and assigns.
9. 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 work, and the Department shall in no wise be held liable for any damage to the Utility by reason of any such work by the Department, its agents or representatives, or by the exercise of any rights by the Department upon roads, streets, public places, or structures in question.
10. This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting other permits or franchise rights of like or other nature to 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.
11. The Department may revoke, amend, or cancel this permit or any of the provisions thereof 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 shall be removed by the State at the expense of the Utility.
12. The party or parties to whom this permit is issued shall maintain at its or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the Department.
13. Any breach of any of the conditions and requirements herein made or failure on the part of the Utility of the permit to proceed with due diligence and in good faith after its acceptance with construction work hereunder shall subject this permit to cancellation as herein provided.
14. 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 holder shall secure the approval of the Department in advance of the work.
15. The Utility hereby certifies that the facilities described in this permit are in compliance with the Control Zone Guidelines.



Permit/~~Franchise~~ No. 16027

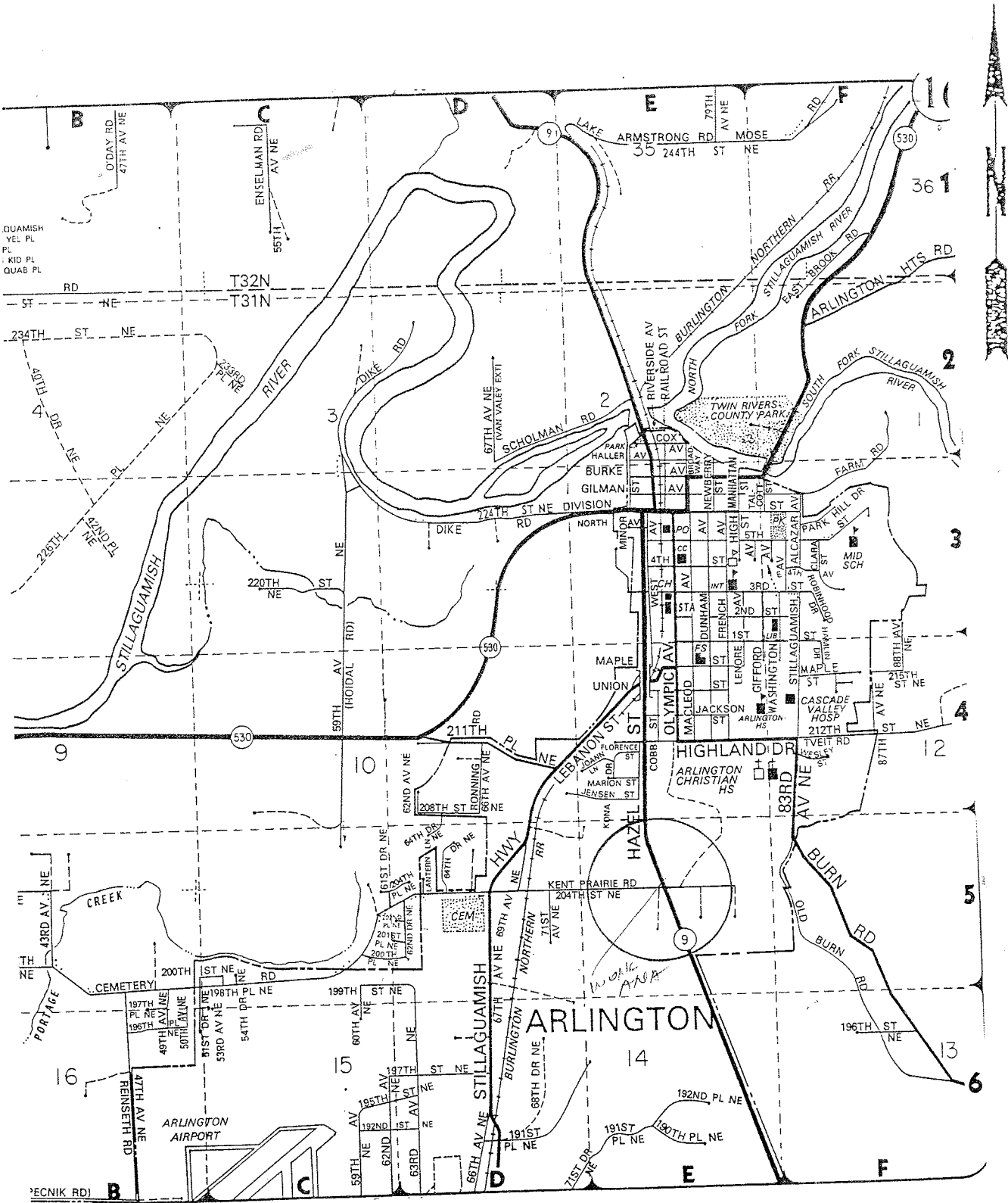
Applicable provisions are denoted by (x)

- 1. No work provided for herein shall be performed until the Utility is authorized by the following Department representative:
Send correspondence to:
District Utilities Engineer
15700 Dayton Avenue North
P. O. Box 330310
Seattle, WA 98133-9710
For preconstruction conference call: Wayne Starck, Mt. Vernon (428-1386)
- 2. A copy of the permit or franchise must be on the job site, and protected from the elements, at all times during any of the construction authorized by said permit/franchise.
- 3. In the event any milepost, right of way marker, fence or guard rail is located within the limits of this project and will be disturbed during construction, these items will be carefully removed prior to construction and reset or replaced at the conclusion of construction to the satisfaction of the Department. All signs and traffic control devices must be maintained in operation during construction.
- 4. Prior to construction, the Utility shall contact the Department's representative (listed under Special Provision Number 1) to ascertain the location of survey control monuments within the project limits. In the event any monuments will be altered, damaged or destroyed by the project, appropriate action will be taken by the Department, prior to construction, to reference or reset the monuments. Any monuments altered, damaged or destroyed by the Utility's operation will be reset or replaced by the Department at the sole expense of the Utility.
- 5. During the construction and/or maintenance of this facility, the Utility shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways. If determined necessary by the Department, the Utility shall submit a signing and traffic control plan to the Department's representative for approval prior to construction or maintenance operations.
- 6. The Utility shall notify the Department's representative upon completion of the work under this permit/franchise so that a final inspection can be made and shall immediately furnish to the District Utilities Engineer a revised franchise or permit plan of the final location or relocation of its facilities if the original permit/franchise plans have been revised during the course of construction.
- 7. Prior to the beginning of construction, a preconstruction conference shall be held at which the Department and the Utility and utility's engineer, contractor, and inspector shall be present.
- 8. Should the Utility choose to perform the work outlined herein with other than its own forces, a representative of the Utility shall be present at all times unless otherwise agreed to by the District representative. All contact between the Department and the Utility's contractor shall be through the representative of the Utility. 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 construction as its representative. Failure to comply with this provision shall be grounds for restricting any further work by the Utility within the State right of way until said requirement is met. The Utility, at its own expense, shall adequately police and supervise all work on the above described project by itself, its contractor, subcontractor, agent, and others, so as not to endanger or injure any person or property.
- 9. The Utility agrees to schedule the work herein referred to and perform said work in such a manner as not to delay the Department's contractor in the performance of his contract.
- 10. Work within the right of way shall be restricted to between the hours of *9:00 a.m.* and *3:30 p.m.*, and no work shall be allowed on the right of way Saturday, Sunday, or holidays, unless authorized by the Department. Any lane closures must be submitted for approval in advance of use. The hours of permitted closure may differ from the above noted hours.
- 11. If determined necessary by the Department, any or all of the excavated material shall be removed and replaced with suitable material as specified by the Department.
- 12. Wherever deemed necessary by the Washington State Department of Labor and Industries and/or the Department for the safety of the workers and the protection of the highway pavement, the sides of the trench (or excavation) shall be adequately supported to reduce the hazard to workers and prevent any damage by cracks, settlement, etc., to the pavement. No other work in the trench or excavation area will be allowed until this requirement is met.
- 13. Trenches shall be backfilled as soon as possible behind the laying of pipe or cable. No open trenches shall be left overnight. This includes boring or jacking pits which shall be covered with material of sufficient strength to withstand the load of highway traffic if the pit is not to be backfilled with material each night.

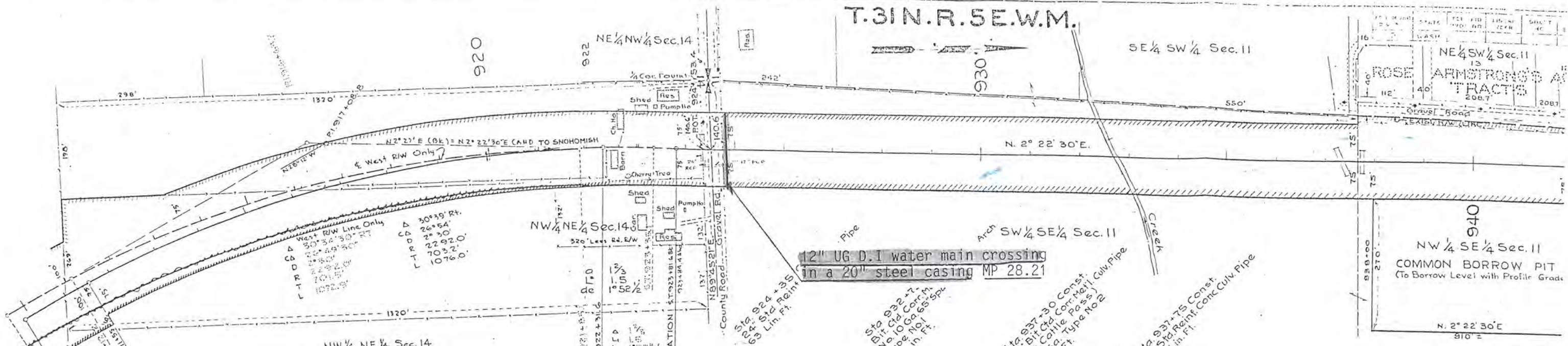
- 14. All slopes, slope treatment, top soil, ditches, pipes, etc., disturbed by this operation shall be restored to their original cross section and condition. All open trenches shall be marked by warning signs, barricades, lights and if necessary, flagmen shall be employed for the purpose of protecting 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 500 feet for longitudinal lines to include: company name, pipeline or cable identification, telephone number for contact, and the distance from the marker to the line in 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 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 4 inches 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 0.02 foot per foot unless otherwise directed. The restored shoulder must not have any strips or sections less than 2 feet wide. The restored shoulder shall be surfaced with Class B asphalt or as directed.
- 19. All crossings of roadways surfaced with oil, asphalt concrete pavement or cement concrete pavement shall be accomplished by jacking, boring, or augering the cable or pipe under the roadway, unless specifically provided for otherwise under special provision No. 21.
- 20. The cable or pipe shall be placed within a suitable encasement as specified on the attached exhibits. Said encasement pipe shall be jacked, bored, or augered through the highway grade with a minimum depth of 5 feet from top of casing to finished road grade and a minimum of 3½ feet of depth from bottom of ditch to top of casing.
- 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. No routine maintenance of this facility will be allowed within the limited access area.
- 23. Routine maintenance of this facility will not be permitted from the through traffic roadways or ramps of SR _____ and all service to this facility will be by access from _____
- 24. Bond coverage required to ensure proper compliance with all terms and conditions of said permit or franchise will be furnished by a Blanket Surety Bond held at Headquarters in Olympia.
- 25. 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 or franchise. Said bond/account to remain in force for a period ending one year after date of completion of construction.
- 26. The utility agrees to bury the aerial lines covered by this franchise in Scenic Classes "A" and "B", as defined on attached Exhibit _____ either at the time of major reconstruction of the line, for that portion of line to be reconstructed, or prior to expiration of this franchise.
- 27. The Utility agrees to bury the aerial lines covered by this franchise in Scenic Classes "A", "AX", "B", and/or "BX", as defined on attached Exhibit _____, at the time the pole owner buries its facility.
- 28. The Utility agrees to bury or relocate aurally the existing overhead lines in Scenic Classes "AX" and "BX", as defined on attached Exhibit _____, 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 aerial lines may remain in their present location if acceptable to the Department.
- 29. The Utility agrees to be responsible for any construction deficiencies as a result of the roadway installation.
- 30. No lane closures shall be allowed except as approved by the Department representative. Approvals may cause revision of special provisions, including hours of operation.
- 31. 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.
- 32. All material and workmanship shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition, and shall be subject to inspection by the Department.
- 33. Any changes or modifications to the approved franchise/permit shall be subject to prior review and approval by the Department.

SPECIAL PROVISIONS FOR PERMITS AND FRANCHISES

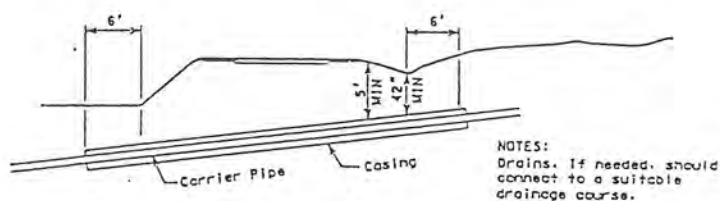
- x34. Construction of this facility will not be permitted from the through traffic roadways, shoulders or ramps of SR 9. All access during construction shall be from outside the State right of way.
- x35. The Grantee/Utility shall be required to maintain traffic at all times, no lanes or ramps shall be allowed closed without written State approval and a State approved traffic control plan.
- x36. Use, by the Grantee/Utility or its contractor, of a ground piercing device to place casing, ducts or carrier pipes under the roadway of a state highway will be at the risk of losing the device if it becomes disabled. Excavation of the roadway for recovery of the device shall not be allowed.
- x37. In lieu of a surety bond to ensure compliance with the terms and conditions of this permit the City of Arlington agrees that the Department may effect reimbursement of the amount necessary to restore the highway from the monthly fuel tax allotments which the City of Arlington is normally entitled to receive from the Motor Vehicle Fund, and in accordance with RCW 47.08.090.



VICINITY MAP PERMIT NO. 16027



(SR)
 SECONDARY STATE HIGHWAY NO.
 ARLINGTON VICINITY
 SNOHOMISH COUNTY
 WASHINGTON STATE HIGHWAY COMMISSION
 DEPARTMENT OF HIGHWAYS
 OLYMPIA WASHINGTON
 PAUL G. H. BROWN, Chairman
 R. HENSEL, Member
 J. A. McLean, Member
 G. B. STEVENSON, Member
 SCALE: HORIZ. 1 INCH = 100 FEET
 SCALE: VERT. 1 INCH = 10 FEET
 APPROVED: JUNE 25, 1954
 FOR R. OF W. SHEET 1 OF 3 SHEETS



TYPICAL CROSSING DETAIL

NOTES:
 Drains, if needed, should connect to a suitable drainage course.
 Casing Pipes should be sealed and vented near R/W line if required.

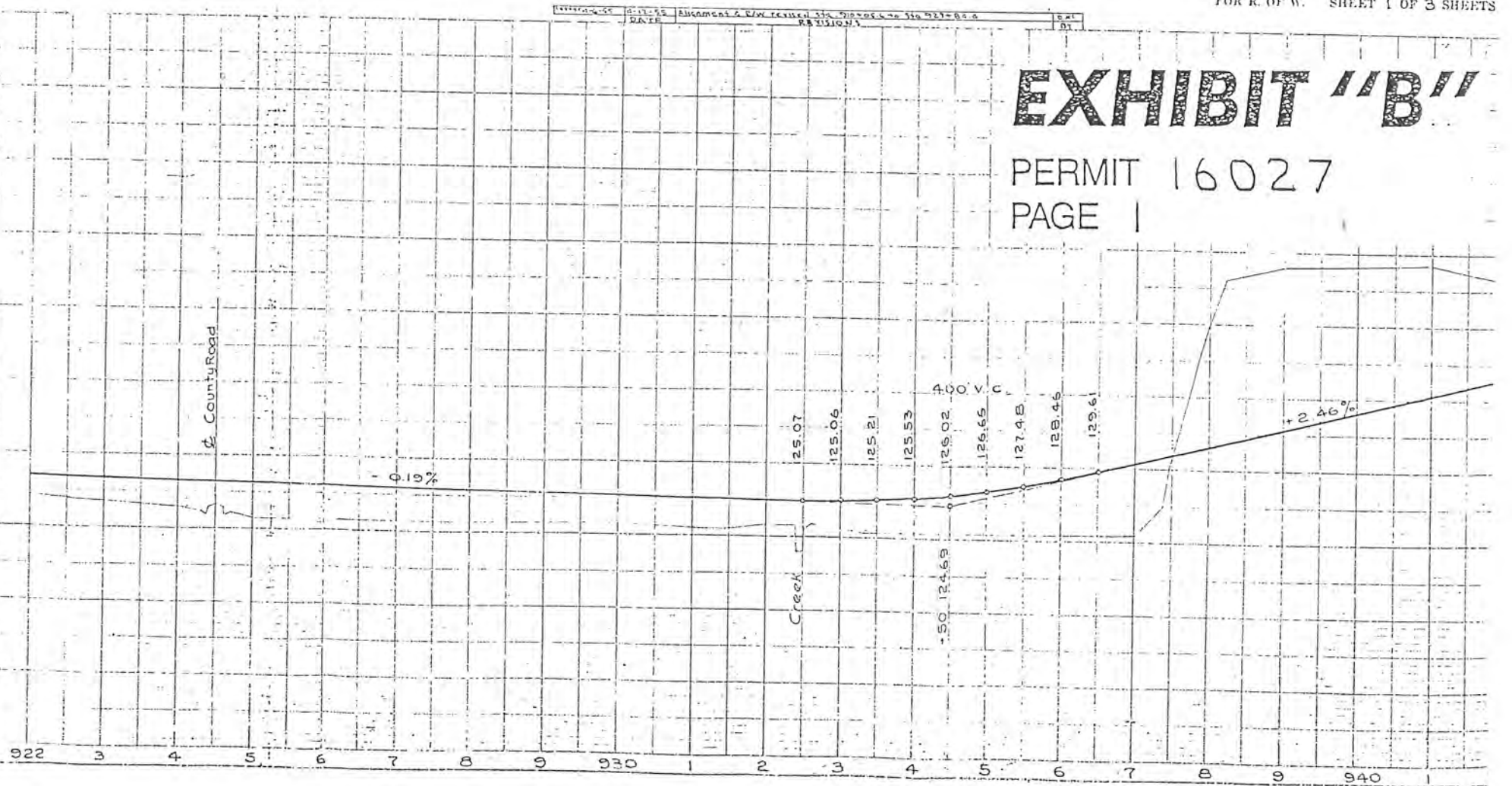


EXHIBIT "B"

PERMIT 16027
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