

Attachment 3



Application for Utility Permit or Franchise

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Permit/Franchise No. 19554 |
| Applicant - Please print or type all information | |
| Application is Hereby Made For: <input checked="" type="checkbox"/> Permit <input checked="" type="checkbox"/> Category 1 \$500.00 | |
| <input type="checkbox"/> Franchise <input type="checkbox"/> Amendment <input type="checkbox"/> Category 2 \$300.00 | |
| <input type="checkbox"/> Franchise Consolidation \$300.00 <input type="checkbox"/> Category 3 \$150.00 | |
| <input type="checkbox"/> Franchise Renewal \$250.00 | |
| Intended Use of State Right of Way is to Construct, Operate, and Maintain a: | |
| Raise height of existing transmission crossing, install new transmission pole and new 26kV distribution wire on a portion of | |
| State Route <u>5</u> (at/from) Mile Post <u>157.67</u> to Mile Post <u>157.67</u> in <u>King</u> County, | |
| to begin in the <u>SE</u> Section <u>03</u> Township <u>23N</u> North: Range <u>04</u> West/East <u>W.I</u> | |
| and end in the <u>SE</u> Section <u>03</u> Township <u>23N</u> North: Range <u>04</u> West/East <u>W.I</u> | |
| Fees in the amount of \$ <u>500.00</u> 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." | |
| Seattle City Light Applicant (Referred to as Utility) 700 5 th Avenue Suite 3012 Address Seattle WA 98124 City State Zip Code 206-684-3324 Telephone 1827201 Applicant Reference (WO) Number | Applicant Authorized Signature John Bresnahan Print or Type Name Sr. Real Property Agent Title Dated this <u>21st</u> day of <u>December</u> , 2011 91-6001275 Federal Tax ID 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 | |
| Exhibits Attached Exhibit "A" Special Provisions for Permits and Franchises pages 1-4 Exhibit "B" Utility Facility Description page 1 Exhibit "C" Right of Way Plan page 1 Exhibit "D" Utility Plans pages 1-8 Exhibit "E" Traffic Control Plan pages 1-5 Exhibit "F" Location Photos pages 1-2 | Department Approval By: Donald K. Wills II Title: <u>NWR Utilities & RR Engineer</u> Date: <u>3/7/2012</u> Expiration Date: _____ |

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. 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.



Special Provisions for Permits and Franchises

Permit No. 19554

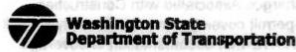
Applicable provisions are denoted by ()

1. No work provided for herein shall be performed until the Utility is authorized by the following Department representative:
- | | |
|-----------------------------|-----------------------------------------------------|
| Jim McBride, Superintendent | Ahmad Wehbe, NWR Utilities Accommodation Controller |
| Maintenance Area 5 | NWR Utilities Section |
| 10833 Northrup Way NE | PO Box 330310 |
| Bellevue, WA 98004 | Seattle, WA 98133-9710 |
| 425-739-3730 | 206-440-4125 |
| McBridJ@wsdot.wa.gov | Wehbea@wsdot.wa.gov |
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 (Federal Highway Administration) and Washington modifications thereto. 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. No lane closures shall be allowed except as approved by the Department representative. Approvals may cause revision of special provisions, including hours of operation.
6. Any changes or modifications to the approved franchise/permit shall be subject to prior review and approval by the Department. 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 Regional 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 Department 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 _____ and _____, 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. All trenches, boring or jacking pits, etc. shall be backfilled as soon as possible and not left open during non-working hours unless covered with material of sufficient strength to withstand traffic loads or a method of protection approved by the Department.

- 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 _____ and all service to this facility will be by access from _____.
- 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 \$ 50,000, 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 or usable shoulders.
- 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.

John Bresnahan
SCL CN-Duwamish Permits ATT 3
July 2, 2012
Version #1

- 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 for Permits and Franchises

Utility Permit No. 19554

37. Traffic control plans for this permit are approved by the WSDOT Construction Traffic Control. The Grantee/Utility shall be required to follow the lane closure hours provided by WSDOT Traffic Control Plan. See Exhibit "E" for approved Traffic Control Plans. The applicant, or the applicant's contractor, shall contact the following CTC engineer 3 working days hours prior to traffic control set up for coordination:

Juan Reyes
WSDOT NWR Construction Traffic
PO Box 330310
Seattle, WA 98133-9710
206-440-4467
ReyesJ@wsdot.wa.gov

Ahmad Wehbe
NWR Utilities Accommodation Controller
PO Box 330310
Seattle, WA 98133-9710
206-440-4125
Wehbea@wsdot.wa.gov

38. The Grantee shall be responsible to acquire any necessary environmental and/or regulatory permits.
39. This permit does not give the Utility, or any agent or contractor of the Utility any rights to cut, spray, retard, remove, destroy, disfigure or in any way modify the physical condition of any vegetative material located on the highway right of way, except by written permission from the department. All restoration shall be done to the satisfaction of the department at sole expense of the utility.
40. Facilities left within the limits of this project are to be designated as "Deactivated Facilities". AS the owner of the Deactivated Facilities, the UTILITY continues to bear the financial responsibility for all future costs that these Deactivated Facilities may bring to WSDOT or other organizations affected by Deactivated Facilities.
41. The Utility shall secure, or cause it's contractor to secure, all permits, approvals, licenses and inspections necessary for construction, maintenance and operation of the structure or object for which this document is granted. Furthermore, the Utility shall be responsible or shall cause it's contractor to be responsible, as applicable for compliance with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on performance of all activities necessary to construct, operate and maintain the structure or object for which this document was granted.
42. In the event any milepost, fence, or guard rail is located within the limits of the 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. If any right of way marker or monument will be disturbed, the utility shall notify the WSDOT Utility Accommodation Controller immediately. **Only WSDOT survey office employees may disturb, remove, or adjust right of way markers or monuments.**
43. The work permitted within this document is to take place in conjunction with work proposed in Utility Permit #19565. No work on this permit shall be authorized until UP#19565 is approved.

Utility Facility Description



| | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------------------------|---------------------------|---------------------------------------------------|-------------------------------|---------------------------------------------------------------------------------------------------|--|
| Applicant Field Contact Person Norm Hodges | | Field Contact Phone Number 206-684-3503 | | Applicant reference (WO) Number 1827201 | | Permit/Franchise Number 19554 | |
| State Route 5 | Highway Scenic Class C | Access Control Full | Begin MP 157.67 | End MP 157.67 | Reference MP 157.77 | Distance and Direction (From nearest reference MP) approx. 500' south of SR900 overpass | |
| Facility Description Replace (1) wood 3-pole transmission H-structure with (1) new transmission steel monopole approximately 10' east of existing H-structure; raise height of (1) existing transmission wire crossing over centerline of highway; install new 26kV distribution wire crossing on new and existing poles. | | | | | | | |

| Facility Detail | | | | | | | | | |
|-----------------|----------|-----------------|---------------------------|--------------|-----------------------------------------------------------------|----------------|------|---------------------------------------|-------|
| MP to MP | L/R Xing | Offset Distance | | | Description | R/W Width | | Remarks | |
| | | From Centerline | From Edge of Traveled Way | Depth/Height | | D ₁ | Left | | Right |
| 157.67 | 157.67 | LL | 237' | 35' | New steel transmission monopole, 153' height | 247' | 268' | Guardrail, steep fill section. | |
| | | | | | above grade, 45' deep concrete foundation-drilled pier. | | | | |
| 157.67 | 157.67 | LL | 237' | 35' | Begin new 26kV 3-phase OH distribution crossing. | 247' | | at new steel monopole | |
| 157.67 | 157.67 | Ctr. | | 55' | New 26kV 3-phase OH distribution crossing. | 247' | 268' | | |
| 157.67 | 157.67 | RL | 500' | 350' | End new 26kV 3-phase OH distribution crossing. | | 268' | Pole off SR5 right of way | |
| 157.67 | 157.67 | LL | 237' | 35' | Begin existing trans wire crossing on new pole. | 247' | | | |
| 157.67 | 157.67 | Ctr. | | 85' | Raise height of existing transmission crossing over centerline. | 247' | 268' | On easement and existing permit #2277 | |
| 157.67 | 157.67 | RL | 500' | 350' | End existing trans wire crossing to existing pole. | | 268' | Pole off SR5 right of way | |
| | | | | | | | | | |
| | | | | | | | | | |