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# STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION

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## UTILITY PERMIT

PERMIT NO. 8434 DISTRICT NO. 4

Name and Address of Applicant: George A. Rizor, Jr.  
3103 N.W. 9th Avenue  
Camas, WA 98607

The applicant, hereinafter referred to as the "Utility", having applied for a permit to ~~construct~~ operate and maintain a 2" water line on a portion of State Route No. 14, in Skamania 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 and 2

Exhibit "B". Portion of State's R/W map on SR-14, "Prindle to Skamania", sheet 3 of 6 sheets, page 1.

The location of the existing facility is illustrated on the attached map designated as Exhibit "B", page 1, and described as follows:

Being an existing 2" water line crossing under the highway at a point at approximate H.E.S. 630+50 = M.P. 29.41, in Lot 4 of the N.W. 1/4 of the S.W. 1/4 of Section 6, T. 1N., R. 6E., W.M.



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

UTILITY

By: George A. Rizor, Jr.  
 Title: Owner  
 Date: 12/9/80

DEPARTMENT OF TRANSPORTATION

By: R. U. Carroll  
 Title: R. U. CARROLL, P.E.  
District Administrator  
 Date: DEC 11 1980

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REVISED 9/77

Permit/No. 8434

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### SPECIAL PROVISIONS FOR PERMITS AND FRANCHISES

Applicable provisions are denoted by (X)

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GENERAL PROVISIONS

1. This permit is subject to RCW 47.22.170 and/or RCW 47.44.050 and Chapter 252-04 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, agrees to protect the State of Washington and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person, persons, or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation, or by the occupancy of rights of way by the Utility; in case any suit or action is brought against the State for damages arising out of or by reason of any of the above causes, the petitioner, its successors or assigns will, upon notice of commencement of such action, defend the same at its sole cost and expense and satisfy any judgment arising therefrom if determined adverse to the State of Washington.
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 State's work and the State of Washington shall in no wise be held liable for any damage to the Utility by reason of any such work by the State of Washington, its agents or representatives, or by the exercise of any rights by the State 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. If the Utility enters into a contract or agreement with a contractor to perform the work provided herein to be performed by the Utility, the Utility for itself, its assigns and its successors in interest, agrees that it will not discriminate on the basis of race, color, sex, or national origin in its choice of contractors and will include all of the non-discrimination provisions set forth in Appendix "A" from Title VI of the Civil Rights Act of 1964 and Section 162(a) of the Federal Aid Act of 1973 (23 U.S.C. 324), and as said Regulations may be amended. Breach of any of the above non-discrimination covenants shall be cause for cancellation as herein provided.
14. Any breach of any of the conditions and requirements herein made, or failure on the part of the Utility of this 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.
15. 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.

- ☐ 1. The shoulders which where disturbed shall be surfaced with crushed surfacing top course \_\_\_\_\_ inches minimum compacted depth, or as directed by the District Administrator. The surface of the finished shoulder shall slope down from the edge of pavement at the rate of one-half (1/2) inch per foot unless otherwise directed by the State. The restored shoulder shall be surfaced with \_\_\_\_\_ The restored shoulder must not have any strips or sections less than two (2) feet wide.

By: Harley G. Clark, Jr.  
Title: Owner  
Date: 12/9/80

By: R. I. Carroll, P.E.  
Title: District Administrator  
Date: DEC 11 1980

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## SPECIAL PROVISIONS FOR PERMITS AND FRANCHISES

### Applicable provisions are denoted by (X)

- ☒ 1. No work provided for herein shall be performed until the Utility is granted authorization by the State's representative:
- Mr. Harley G. Clark  
Title Highway Supt. Telephone No. 773-4533  
Address Box 125, Goldendale, WA 98620
- ☐ 2. Prior to the beginning of construction a preconstruction conference shall be held at which the State and the Utility and his engineer, contractor, and inspector shall be present.
- ☐ 3. 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 while the construction is in progress unless otherwise agreed to by the District Administrator. All contact between the State 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 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 right of way, until said requirement is met.
- ☐ 4. 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 or franchise within the State's right of way.
- ☐ 5. The Utility agrees to schedule the work herein referred to and perform said work in such a manner as not to delay the State's contractor in the performance of his contract.
- ☐ 6. The Utility agrees that when placing its facility within any portions of the roadbed, the trench shall be backfilled in horizontal layers not to exceed six (6) inches in loose thickness, except that the layers of the top two (2) feet from profile grade shall not exceed four (4) inches in loose thickness. Each layer of the entire backfill shall be compacted to not less than 95 percent of the maximum density as determined by compaction control tests. The moisture content of the backfill material at the time of compaction shall be as specified by the State. In no case will "water settling" be allowed.
- ☐ 7. Work shall be restricted to the hours between                      A.M. and                      P.M. and no work shall be allowed on the right of way Saturdays, Sundays or Holidays; unless otherwise authorized by the District Administrator.
- ☐ 8. 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 State. All signs and traffic control devices must be maintained in operation during construction.
- ☐ 9. Prior to construction, the Utility shall contact the State'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 prior to construction, to reference or reset the monuments. Any monuments altered, damaged or destroyed by the Utility's operation will be replaced by the State at the sole expense of the Utility.
- ☐ 10. If determined necessary by the District Administrator, any or all of the excavated material shall be removed and replaced with suitable material as specified by the District Administrator.
- ☐ 11. Whenever deemed necessary by the District Administrator and/or the Department of Labor and Industries, for the protection of the highway pavement and the safety of the workers, the sides of the trench (or excavation), shall be supported by adequate shoring or cribbing to 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.
- ☐ 12. 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 lumber or other material of sufficient strength to withstand the load of highway traffic, if the pit is not to be backfilled with material each night.
- ☐ 13. All crossings of road intersections 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.
- ☐ 14. 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 five (5) feet from top of casing to finished road grade and a minimum of three and one-half (3 1/2) feet of depth from bottom of ditch to top of casing.

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EXHIBIT "A"



permit to cancellation as herein provided.

15. The Utility pledges that performance of routine cutting and trimming work will be accomplished in such a manner that roadside appearance will not be disfigured. When major work is involved, or damage to roadside appearance may be significant, the holder shall secure the approval of the Department in advance of the work.

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- ☐ 15. The shoulders which where disturbed shall be surfaced with crushed surfacing top course \_\_\_\_\_ inches minimum compacted depth, or as directed by the District Administrator. The surface of the finished shoulder shall slope down from the edge of pavement at the rate of one-half (1/2) inch per foot unless otherwise directed by the State. The restored shoulder shall be surfaced with \_\_\_\_\_ The restored shoulder must not have any strips or sections less than two (2) feet wide.
- ☐ 16. 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 shall be specified by the District Administrator.
- ☒ 17. In 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 State, the Utility shall submit a signing and traffic control plan to the State's representative for approval prior to construction or maintenance operations.
- ☐ 18. No routine maintenance of this facility will be allowed within the limited access area.
- ☐ 19. 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 \_\_\_\_\_
- ☐ 20. Where applicable, markers shall be placed at each right of way line for all crossings, and placed every five hundred feet (500') 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 R/W line or Centerline of highway.
- ☒ 21. 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 State's representative, the Utility will promptly identify and locate by suitable field markings any and all of their underground facilities so that the State or its contractor can be fully apprised at all times of its precise location.
- ☐ 22. The Utility shall notify the State's representative upon completion of the work under this permit or 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 franchise or permit plans have been revised during the course of construction.
- ☐ 23. Bond coverage required to insure 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.
- ☐ 24. A surety bond in the amount of \$ \_\_\_\_\_, written by a surety company authorized to do business in the State of Washington, shall be furnished to the State, prior to the start of construction, to insure compliance with any and all of the terms and conditions of this permit or franchise, and shall remain in force for a period ending \_\_\_\_\_ year(s) after date of completion of construction.
- ☐ 25. 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.
- ☐ 26. The Utility agrees to bury the aerial lines covered by this franchise in Scenic Classes "A" and "B", as defined on attached Exhibit "\_\_\_\_\_", at the time the pole owner buries its facility.
- ☐ 27. The Utility agrees to bury or relocate aerially 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.
- ☐ 28. The Utility agrees to be responsible for any construction deficiencies as a result of the roadway installation for a period of two (2) years from date of completion.
- ☐ 29. The Utility will be required to maintain one-way traffic during working hours and two-way traffic at all other times.

EXHIBIT "A"

