

Northwest Region 15700 Dayton Avenue North P.O. Box 330310 Seattle, WA 98133-9710 206-440-4000

TTY: 1-800-833-6388 www.wsdot.wa.gov

February 17, 2022

Maya Giddings City of Mercer Island 9611 SE 36th St Mercer Island, WA 98040-3732

Subject: I-90 MP 5.84 to MP 5.84

Installation of a Wireless Coach II Antenna Utility Franchise UF-NW-2021-009AM01

Dear Maya Giddings,

Please respond with a confirmation email that you have received this email/letter and the attached utility permit or franchise.

Enclosed is your approved Utility Franchise for installing a wireless Coach II antenna at the City's existing Pump Station #4 facility. Construction of your utility must begin within one calendar year and be completed within three years of the date of approval shown on the application.

Prior to any construction equipment or personnel entering WSDOT right-of-way, a pre-construction conference is required with WSDOT's inspector, Rick Johnson. The utility shall notify Rick Johnson a minimum of 5 working days in advance:

Rick Johnson NW Local Agency & Development Services Office 15700 Dayton Ave. N., MS 82-240 Seattle, WA 98133-9710 206-440-4717/206-200-8350 JohnsoR@wsdot.wa.gov

Contact WSDOT NW Region Radio at (206) 440-4490 five minutes prior to start of all traffic closures and again upon reopening to traffic. A copy of the approved Utility Franchise must be on-site.

Please note, WSDOT invoice account number JZ1374 GRP#02 will continue to be charged for personnel time for inspection activities and attendance to the pre-construction conference.

For your convenience, here is the link to the WSDOT's Standard Specifications of Road, Bridge, and Municipal Construction: http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm

City of Mercer Island UF-NW-2021-009AM01

In Me

If you have any questions regarding your application, please contact me at 206-440-4130 or PHAMK@wsdot.wa.gov.

Sincerely,

Khoi Pham

Utilities Accommodations/Project Delivery Engineer

KP:kp

Enclosures

cc: Rick Johnson, NW Local Agency & Development Services Office

File



Hility Compony	_								
Utility Company									
Permit/Franchise Nur	nber		Expiration	Charge Code*		Group			
Date Received	Reviewed By		Region Address						
Application Type		Category, Impact to R	/W	Fees*	Access Control				
the original France other terms and * The fees require incidental to the with the review,	nchise shall be replaced conditions of the original conditions of the original conditions when the original conditions are replaced to the original conditions of the original conditions of the original conditions of the original conditions of the origi	d in their entirety with the distribution of the distribution for the proposed in the distribution for the proposed in the distribution for the proposed in the distribution for the distribution of	ne General Provision ain in full force and aid by the Utility to oppromises to pay an	, Utility agrees that the ons as included with this A effect. cover the basic administrate additional costs for all wor money orders are to be	Amendmontive exposors	ent. All enses ociated			
Exhibits									
The above-noted Per as well as all the Exh		chise Amendment is su	bject to the terms a	and conditions stated in th	e Genera	al Provisions,			
Exhibit A: Special Pro	visions for Permits and	Franchises	Page(s)						
Exhibit B: Utility Facil	ity Description (UFD)		Page(s)						
Exhibit C: Plan Sheet	s/Maps		Page(s)						
Exhibit D:			Page(s)						
Exhibit E:			Page(s)						
Exhibit F:			Page(s)						
Exhibit G:			Page(s)						
Exhibit H:			Page(s)						
Vicinity Maps	State Route:	Begin	Milepost:	End Milepost	i:				
		SE 22nd St	+	104 103 103 103		200			
BEGIN END WORK IN WSDOT ROW	Common V. Madley (300	SEE STEE ST	Varior Hars.	Sealing State of Sealing Seali	CCT CON CONTRACT OF THE CONTRA	An all and a second sec			
	pproval	Printed Name	ond Joh Title	Sealing Control of the Control of th	Lake	Area as a second a			

Date Received: 01/11/2022

Reviewed By: K. Pham

Department of Transportation

Utility Accommodation Application (Permit or Franchise)

Utility Contact Information										
Utility Company City of Mercer Island	•	lity Contact Name aya Giddings								
Email Maya.Giddings@mercerislan	d.gov					Phone (Office/Cell/Voicemail) 206-677-1027				
Location (www.snagmp.co	<u>m</u>)									
State Route 90	Milepost Begin 5.84	Milepost End 5.84			County King	County King				
Installation						Submi	Submit the Following Documentation:			
Please Check One		Please Ch	eck A	II That A	pply	Utility F	Utility Facility Description (<u>UFD</u>)			
	wer ecommunication	Buried Aerial					Plan Sheets For Additional Documents Applicable			
Gas Other Various SCADA Up	ogrades	_		ture (Pole a bridge/s	e, ped, vault structure	t) to your	work, see Submitting modation Application	a Utility		
Describe Installation Type (Briefly explain)									
Upgrade the City's Supervisory Control and Data Acquisition/Telemetry ("SCADA") system at PS #4. Work involves attaching a small wireless antenna, used for the sole purpose to communicate between the pump station/control building (located under the westbound lanes of I-90) and the SCADA system at the Public Works Operations Building (9601 SE 36th Street). Additionally, a plastic, polycase enclosure to house a modern will need to be installed inside the control building. More details provided in cover letter.										
Anticipated Construction Star	t Date: Marc	h/April 2022)	Projec	ct Duration:		1 day			
Billing Information*										
Contact Name City of Mercer Island		-								
Street 9611 SE 36th Street										
City Mercer Island					State WA		Zip + 4 98040-3732			
Phone (Office/Cell/Voicemail) 206-677-1027				Email Maya.Giddings@mercerisland.gov						
Federal Tax ID 91-6017561				Applicant Reference Work Order (optional)						
Utility Authorized Sign	atory									
Signature fly	like	l l		me & Titl mashita,		blic Works	Dir./City Engineer	Date 1-11-2022		
The Authorized Signature indicates the <u>General Provisions</u> , as provided, have been read and are agreed to by the Utility. The Utility understands, based on the proposed installation, applicable special provisions will be provided at issuance of your Permit or Franchise.										
* WSDOT has the authority to invoice the Utility for all work associated with the review, processing and inspection of the proposed installation. The applicant promises to pay any additional costs, in addition to the fees, incurred by WSDOT in accordance with WAC 468-34 and RCW 47.44.										
Supplemental Contact	Information o	f Authoriz	zed	Agent i	f NOT the	e Utility				
Company Name				Conta	Contact Name					
Email						Phone (Off	ice/Cell/Voicemail)			

General Provisions

No changes to these General Provisions may be made without further approval of the Office of the Attorney General

DOCUMENTS, NON-EXCLUSIVE, COMPLIANCE WITH LAW, WORK

- 1. A copy of this Permit must be on the job site, protected from the elements, at all times during any Permit Holder activity, construction or improvement Work as authorized by this Permit. "Work" under this Permit shall include the use of WSDOT-owned right-of-way as authorized herein.
- 2. The Permit Holder shall be responsible for compliance with all applicable federal, state, tribal and local laws, ordinances and regulations, that affect work being performed pursuant to this Permit. The Permit Holder shall defend and indemnify WSDOT and the State of Washington against any claims that may arise because the Permit Holder (or any of its employees or subcontractors) violated a legal requirement.
- 3. The Permit Holder agrees that all Work shall be performed and completed to the satisfaction of WSDOT. All material and workmanship shall conform, in the sole discretion of WSDOT, to WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction, current edition and amendments thereto, unless WSDOT has agreed in writing to a different standard, and shall be subject to WSDOT inspection. All WSDOT inspections of Work within WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, are solely for the benefit of WSDOT and not for the benefit of the Permit Holder, Permit Holder's contractor (if any), or any third party.
- 4. Upon approval of this Permit, the Permit Holder agrees to and shall diligently proceed with the Work and comply with all of the terms, provisions, and exhibits attached herein. Unless specified otherwise by WSDOT, or agreed to in writing by WSDOT, the work authorized by this Permit shall begin, be completed, or shall expire by the dates as agreed to by this Permit and its provisions, as indicated on page 1.

RIGHT OF ENTRY NON-EXCLUSIVE

5. Subject to the terms of this Permit, WSDOT hereby grants to the Permit Holder, its authorized agents, contractors, subcontractors, and employees, a right of entry upon WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, onto which access is necessary to construct, operate and/or maintain the completed Work.

If WSDOT has approved any limited access breaks, or inner corridor access breaks, for the Work, the Permit Holder shall strictly comply with the terms and conditions of such approval.

WSDOT NOTIFICATION: SURVEY MONUMENTS, HIGHWAY SIGNS, FENCES, LANDSCAPING

- 6. Unless authorized by WSDOT or other affected property owner in writing, the Permit Holder shall assure that all public and private property, including but not limited to traffic signal equipment, signs, guide markers, lane markers, fences, mailboxes, guardrail, barriers, and utilities, are not impacted, damaged, destroyed, or removed. If any such property is damaged, destroyed, or removed without prior written authorization, the Permit Holder shall notify WSDOT's representative immediately of such impact, damage, destruction or removal. The Permit Holder shall replace, repair, or fully restore any private or public property that is damaged, destroyed, or removed to WSDOT's sole satisfaction.
- 7. The Permit Holder shall not disturb, remove, or destroy any existing Survey Monument before first obtaining a Washington State Department of Natural Resources (DNR) permit. The Permit Holder agrees that resetting Survey Monuments shall be the sole responsibility, and at the sole expense, of the Permit Holder. Such resetting of any Survey Monument shall be performed by or under the direct supervision of a Licensed Professional Land Surveyor. The Permit Holder shall notify WSDOT in writing within ten (10) calendar days of any Survey Monument that has been disturbed, removed, destroyed, or reset, and shall restore the Survey Monument to its original place and condition at the Permit Holder's sole expense within ten (10) calendar days of its disturbance, damage or destruction.

If Permit holder does not perform the resetting work as required herein, WSDOT may perform such work and the Permit Holder agrees to fully reimburse and make payment to WSDOT within thirty (30) calendar days of the date of WSDOT's detailed invoice pursuant to Section 26 – Invoice and Payments, herein. If WSDOT chooses not to make the repairs, WSDOT may initiate an action to revoke this Permit.

A listing of Survey Monuments can be found at the WSDOT's Geographic Services Office Website: http://www.wsdot.wa.gov/monument/searchBroad.aspx

DISTURBANCE OF EXISTING RIGHT-OF-WAY VEGETATION

8. Unless otherwise authorized by WSDOT's representative in writing prior to the start of any Work, this Permit does not authorize the Permit Holder, its' employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative or landscaping material located on WSDOT owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction. Should the Permit Holder anticipate that its' Work will alter the appearance of WSDOT-owned highway right-of-way vegetation or landscaping material, the Permit Holder shall notify the WSDOT representative listed in Special Provision 1 to obtain WSDOT's prior written approval of the Permit Holder's proposed Work. If WSDOT allows the Permit Holder to modify WSDOT-owned highway right-of-way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that WSDOT-owned highway right-of-way vegetation and landscaping material appearance or functionality will not be altered or damaged. Should the Permit Holder alter or damage the appearance of WSDOT-owned highway right-of-way vegetation and landscaping without WSDOT's prior written approval, the Permit Holder is subject to penalties provided for in RCW's 47.40.070, 47.40.080, and 4.24.630, as applicable.

REMOVAL OF TIMBER

9. This Permit is issued pursuant to the applicable terms of RCW 47.12.140 (Severance and Sale of Timber and other personalty - Removal of nonmarketable materials). This Permit does not authorize the Permit Holder, its' employees, contractors, or agents, any right to cut or remove any trees or timber located on WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction without prior written approval from WSDOT.

MERCHANDISING

10. It is unlawful for any person to build, erect, establish, operate, maintain, or conduct along and upon the right-of-way of any state highway any platform, box, stand, or any other temporary or permanent device or structure used or to be used for the purpose of receiving, vending, or delivering any milk, milk cans, vegetables, fruits, merchandise, produce, or any other thing or commodity of any nature unless a permit therefore has first been obtained from WSDOT. WSDOT shall in each instance determine where any platform, box, stand, or any other temporary or permanent device or structure shall be permitted pursuant to RCW 47.32.110.

EROSION CONTROL AND DRAINAGE

- 11. All discharges to WSDOT right-of-way or upon WSDOT highway right-of-way under WSDOT jurisdiction, if allowed, shall conform to State and Local water quality regulations and shall meet WAC 173-201A (Water Quality Standards for Surface Waters of the State of Washington).
- 12. During construction of this work, the Permit Holder shall comply with all provisions of the WSDOT Highway Runoff Manual, or WSDOT approved equivalent plan, and implement Best Management Practices (BMP's) to mitigate erosion.

CULTURAL RESOURCES

13. If any archaeological or historical resources are revealed in the Work vicinity, the Permit Holder shall immediately STOP Work, notify WSDOT's Representative and retain a United States Government Secretary of the Interior's qualified archaeologist. Said archaeologist shall evaluate the site and make recommendations to WSDOT regarding the continuance of the Work.

COMPLIANCE WITH CLEARZONE GUIDELINES

14. The Permit Holder hereby agrees that the Work described in this permit is in compliance with WSDOT's Clear Zone Guidelines pursuant to Chapter 1600 of WSDOT's Design Manual (M 22-01) and any revisions thereto. For any Work performed on a managed access state highway within an incorporated city or town, the Permit Holder may use the applicable city or towns clear zone guidelines if the city or town has their own published clear zone guidelines.

PERMIT EXTENSION AND ASSIGNMENT

- 15. The expiration date of this Permit may not be extended without WSDOT's prior written approval.
- 16. This Permit shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting permits or franchise rights; or entering into other agreements with other public or private companies or individuals, nor shall it prevent WSDOT from using any of its highways, 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.

MAINTENANCE DEFIENCIES

17. The Permit Holder shall correct any maintenance deficiency related to, or contributed to in any way by, the Work within thirty (30) consecutive calendar days upon receiving written notice of such deficiency from WSDOT, unless WSDOT authorizes in writing a different time period. Should the Permit Holder fail to correct a deficiency within the prescribed time period after receiving written notice of the deficiency from WSDOT, WSDOT reserves the right to perform the necessary maintenance work to preserve WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction or for the protection of the traveling public including bicycles or pedestrians. If WSDOT performs maintenance work as provided herein, the Permit Holder agrees to fully reimburse and make payment to WSDOT within thirty (30) calendar days of the date of WSDOT's detailed invoice pursuant to Section 26 – Invoice and Payments, herein. It WSDOT chooses not to make the repairs; WSDOT may initiate an action to revoke this Permit.

INTERFERENCE WITH OTHER PROJECTS

18. The Permit Holder agrees to schedule and perform the Work herein in such a manner as not to interfere with any WSDOT maintenance or other activities on WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, including any WSDOT authorized construction activities that may be occurring in the general vicinity of the Work authorized by this Permit.

INSURANCE

19. Insurance (Applicable on a case by case basis)

The Permit Holder shall provide proof of insurance coverage prior to performing any Work within State-owned highway right of way, as follows:

- Commercial General Liability covering the risks of bodily injury (including death), property damage, and
 personal injury, including coverage for contractual liability, with a limit of not less than \$5 million per occurrence
 and in the aggregate; OR
- Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death)
 and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per
 accident; OR
- Employers Liability covering the risks of Permit Holder's employees' bodily injury by accident or disease, with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease.

WSDOT and the State shall be expressly named as an additional insureds under these general liability and automobile liability policies, by endorsing these policies with form CG2010 1185 or CA2048 (as appropriate), which shall contain no additional limitations with respect to completed operations or ongoing operations coverages, nor shall there be any limitation with respect to the negligence of WSDOT and the State. These policies shall be primary and non-contributory with respect to WSDOT and the State, and shall contain a waiver of subrogation in favor of WSDOT and the State. The Permit Holder shall furnish WSDOT proof of these insurance requirements prior to performing any Work under the Permit. A forty-five (45) calendar day written notice shall be given to the Department prior to termination of or any material change to the policy(ies) as such relate(s) to this Permit.

MODIFICATION OR REVOCATION OF THE PERMIT BY WSDOT

20a. Modification: If this Permit is modified in writing by WSDOT, the Permit Holder will have thirty (30) calendar days from the date of the written notice to modify the Work as required by WSDOT. If the modifications cannot be made within thirty (30) calendar days, the Permit Holder shall request from WSDOT, in writing, during the prescribed time period, an extension of time in which to make the modifications. Any extension of time shall be made in writing and is solely within WSDOT's discretion.

Should the Permit Holder breach any of the conditions or requirements of the permit or if WSDOT determines that emergency maintenance of the Work is required to (1) protect any aspect of the state highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, or (2) secure the safety of the traveling public due to a failure of the Permit Holder's Work or its maintenance thereof, WSDOT may perform the emergency maintenance work without the Permit Holder's prior approval, and the Permit Holder agrees to reimburse WSDOT's actual direct and related indirect costs and expenses for performing the emergency maintenance work pursuant to the provisions of Section 26 - Invoice and Payments. WSDOT will notify the Permit Holder of the emergency work performed as soon as practicable.

- 20b. Revocation: If the Permit is revoked and the Permit Holder fails to return the property back to its original condition, as solely determined by WSDOT, WSDOT shall perform such Work at the Permit Holder's sole cost and expense, and the Permit Holder shall reimburse WSDOT's actual direct and related indirect costs and expenses for performing the Work pursuant to the provisions of Section 27 Invoice and Payments.
- 20c. Plan Corrections: WSDOT reserves the right to require changes or corrections due to plan omissions or details not in conformance with WSDOT's Standard Specifications, Standard Plans, Design Manual, or Project Special Provisions.

MODIFICATION OF THE PERMIT BY THE PERMIT HOLDER

21. If the Permit Holder desires to modify this permit and/or the Work, it shall notify the WSDOT Representative listed in Exhibit A, Special Provisions, in writing of all proposed changes for WSDOT's prior written approval. WSDOT agrees to provide written acceptance or rejection of the proposed change(s) to the Permit Holder within Ten (10) business days.

ADDITIONAL PERMIT CONDITIONS

- 22. The Permit Holder shall not excavate or place any obstacle within the limits of state highway right-of-way in such a manner as to interfere with WSDOT's construction, operation, and maintenance of the State Highway right-of-way or the public's travel thereon without WSDOT's prior written approval and/or as may be provided in this Permit.
- 23. Upon completion of all Work, the Permit Holder shall immediately remove all rubbish and debris from WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, leaving WSDOT right-of- way in a neat, presentable, and safe condition, to WSDOT's sole satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, not done within seven (7) calendar days of Work completion, will be done by WSDOT at the expense of the Permit Holder, unless otherwise approved in writing by WSDOT prior to the expiration of the (7) day period.
 - The Permit Holder agrees to reimburse WSDOT's actual direct and related indirect costs and expenses for performing the Work pursuant to the provisions of Section 26 Invoice and Payments.
- 24. The Permit Holder agrees to maintain, at its sole expense, its Work under this Permit in a manner satisfactory to WSDOT, in WSDOT's sole discretion.
- 25. WSDOT shall in no way be held liable for any damage to the Permit Holder by reason of any such work by or authorized by WSDOT, its agents or representatives, or by the exercise of any rights by WSDOT upon roads, streets, public places, or structures in question.

EXTENSION OF THE EXPIRATION DATE

26. If requested by the Permit Holder, the Expiration Date of this Permit may be extended by WSDOT after review of the contributing circumstances.

INVOICE AND PAYMENTS

- 27. If WSDOT deems it necessary to perform Work as provided for in this Permit by WSDOT forces or its' contractor, including but not limited to any modification, repair, clean up or removal of the Work authorized under this Permit:
 - a. WSDOT will assign a reimbursable account to the Permit Holder as a means of invoicing the Permit Holder for the costs associated with the Work performed by WSDOT.
 - b. WSDOT will provide a detailed invoice, including direct and related indirect costs, to the Permit Holder for the Work performed by WSDOT or its contractor(s), and the Permit Holder agrees to pay WSDOT within thirty (30) calendar days of receipt of an invoice.
 - c. The Permit Holder agrees that if payment is not made to WSDOT as herein agreed, WSDOT may charge late fees, interest and/or refer the debt to a Collection Agency, all in accordance with Washington State Law.

OTHER PERMITS AND APPROVALS

28. The Permit Holder shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit. The Permit Holder shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is solely responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Permit Holder, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages to regulatory agencies, persons, and/or property, arising out of, or in any way resulting from, the Permit Holder's failure to (1) obtain any required permit for the Permit Holder Work or (2) comply with permit conditions.

INDEMNIFICATION, WAIVER, VENUE, AND ATTORNEYS FEES

- The Permit Holder, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers, employees, and agents from all claims, suits, demands, actions for damages (both to persons and/or property), expenses, regulatory fines, and/or suits in law and in equity that (1) arise out of or are incident to, or alleged to arise out of or are incident to, any acts or omissions of the Permit Holder, its agents, contractors, subcontractors, employees, invitees, successors, assigns and/or any other person in the use of the WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction as authorized by the terms and conditions of this Permit, or (2) are caused by the breach of any of the terms or conditions of this Permit by the Permit Holder, its successors and assigns, and its contractors, subcontractors, agents, employees, invitees and/or any other person. The Permit Holder, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its' officers, employees and/or agents, if the claim, suit, or action for damages (both to persons and/or property) is caused by the sole acts or omissions of the State of Washington, its' officers, employees and/or agents; provided that, if such claims, suits, or actions result from the concurrent negligence of (1) the State of Washington, its officers, employees and/or agents, and (2) the Permit Holder, its agents, contractors, subcontractors, employees, invitees, successors, assigns and/or any other person or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Permit Holder, its agents, contractors, subcontractors, employees, invitees, successors, assigns and/or any other person.
- 30. The Permit Holder agrees that its obligations under this Permit extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its' employees or agents while performing Work under this Permit while located on or off WSDOT-owned highway right of way or upon state highway right of way under WSDOT jurisdiction. For this purpose, the Permit Holder, by mututal negotiation, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.
- 31. The indemnification and waiver provided for in Sections 29 and 30 shall survive the termination of this Permit.
- 32. In the event that the Permit Holder or WSDOT deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Permit, the Permit Holder and WSDOT agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Permit Holder agrees that it shall be solely responsible for its own attorney's fees and costs and agrees that it shall not seek nor be entitled to recovery of such attorney's fees and costs.

NONAPPLICABILITY OF RELOCATION ASSISTANCE/EMINENT DOMAIN

33. The Permit Holder acknowledges that this Permit does not at any time entitle the Permit Holder, its successors or assigns, to assistance under the Relocation Assistance - Real Property Acquisition Policy (Chapter 8.26 RCW). Further, the revocation or other termination of this Permit shall not be deemed a taking by WSDOT under the laws of eminent domain.



Special Provisions for Utility Accommodation Application

Applicable provisions are denoted by (✓)

1.	No Work provided for herein shall be performed until the Un Department of Transportation (WSDOT) Representative(s)		llowing Washington State
	Name:	Name:	
	Title:	Title:	
	Street:	Street:	
	City:	City:	
	State: Zip:	State:	Zip:
	Phone: Cell:	Phone:	Cell:
	Email/Fax:	Email/Fax:	
2.	The Utility shall notify in writing the identified WSDOT representations and the working days (Monday through Friday excluding any holidated highway right of way. Prior to beginning the Work, a pre-construction conference contractor, and inspector (as applicable) shall be present. It (Monday through Friday excluding any holidays) notice to the construction conference)	ys), in advance of commer shall be held at which WS The Utility shall give a minir	ncing Work on state-owned DOT, Utility's engineer, mum 5 working days
3.	Work within the state-owned highway right of way shall be No Work shall be allowed on Saturday, Sunday, or holidays Utility shall be off the highway by noon the day prior to a holid on a Saturday, the preceding Friday is counted as the holid Thursday. When the Holiday falls on a Monday the Utility states. Nothing in this section shall limit the authority of WS highway right of way at WSDOT's discretion. The hours of	s, without prior approval by oliday unless authorized by lay, and the Utility shall be shall be off the right of way a SDOT to further restrict wor	WSDOT. If a holiday falls off the highway by noon at noon on the preceding k within state-owned
1.	During non-working hours equipment and materials shall no zone (WZCZ) area. Minimum WZCZ distances will be mean of the roadway intended for the movement of vehicles, exc	sured from the edge of the	traveled way (the portion

Minimum Work Zone Clear Zone Distance

storage for turning) and will be determined as follows:

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

Exhibit 'A'
UF-NW-2021-009AM01
Special Provisions for
Permits and Franchises
Page 1 of 5

		nan remains, or a bone/bones of uncertain origin is made, the Utility shall immediately cease operations and tact WSDOT Representative in section 1 and WSDOT Archaeologist:
	Nan	ne:
		ne:
	Ema	ail:
		ermination of necessary follow-up actions or the ability to continue work shall be at the sole discretion of WSDOT.
6.	nec WS	Utility agrees that, in the event any construction and/or maintenance of the highway facility becomes essary within the proximity of the utility installation, it is expressly understood that, upon request from DOT's representative, the Utility will promptly identify and locate by suitable field markings any and all of its erground facilities so that WSDOT or its contractor can be fully apprised at all times of their precise locations.
7.		struction of this facility will not be permitted from the shoulders or through the traffic lanes and/or ramps of SR All construction access will be from
	воі	ND AND INSURANCE COVERAGE
8.		Utility has provided bond coverage for the Work under this Permit or Franchise by furnishing a blanket ety bond held by WSDOT at the WSDOT Headquarters Utilities in Olympia, WA.
9.	acco esci (as dam	Utility or its contractor shall provide a surety bond to WSDOT in the amount of \$, written by a sety company authorized to do business in the State of Washington, or shall set up a WSDOT approved escrow ount prior to the start of construction to cover the Work under this Permit or Franchise. The surety bond or row account shall remain in force for a period of one (1) year after the written notice of completion of the Work provided in general provision 11), except that when the Work impacts the paved highway (open cuts, bores or nage to the highway surface), the Utility shall be required to maintain the surety bond or escrow account for a od of two (2) years after the notice of completion.
10.	a su of th auth Fran	en the Utility chooses to perform the Work with other than its own forces and requires its contractor to provide urety bond to WSDOT before performing any Work to ensure compliance with all of the terms and conditions his Permit or Franchise, the bond shall be in the amount of \$, written by a surety company norized to do business in the State of Washington and shall remain in force until all Work under this Permit or nichise has been completed, and the Utility's contractor has restored any affected WSDOT property and right way to the satisfaction of WSDOT.
11.		Utility shall provide proof of insurance coverage prior to performing any Work within state-owned highway t of way, as follows:
	(a)	Commercial General Liability covering the risks of bodily injury (including death), property damage, and personal injury, including coverage for contractual liability, with a limit of not less than \$3 million per occurrence and in the aggregate.
	(b)	Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$2 million per accident.
	(c)	Employers Liability covering the risks of Utility's employees' bodily injury by accident or disease, with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease.
	Suc	h insurance policies or related certificates of insurance shall name the Washington State Department of

Transportation as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. A forty-five (45) calendar day written notice shall be given to WSDOT prior to termination of or any

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material change to the policy(ies) as such relate(s) to this Permit or Franchise.

In the event that during the course of this project an inadvertent discovery of historical/archeological objects,

12. If the Utility is a city or county, it has provided verification of insurance coverage to WSDOT by providing proof of its coverage through a Risk Pool or verification that the city or county is self-insured, to comply with the insurance terms and conditions of this Permit or Franchise.

UNDERGROUND FACILITIES

- 13. The Utility shall completely remove all Deactivated Facilities (as defined in Washington State Department of Transportation *Utilities Manual* M 22-87).
- 14. Deactivated facilities left within the state owned right of way shall remain owned by the Utility, who shall continue to bear all responsibility for any future costs incurred for removal of the Deactivated facilities if required by WSDOT in its sole discretion.
- 15. For underground facilities, markers shall be placed at both ends of a crossing, and at all changes in offset distance from right of way line or centerline of the highway and placed approximately every 500 feet for longitudinal installations. Marker information as a minimum shall include owner name, pipeline or cable identification and station, and telephone number or other means to contact a local office. Markers must be in compliance with WSDOTs *Standard Specifications for Road, Bridge, and Municipal Construction Manual M* 41-10, Division 9 (9-17 Flexible Guideposts), not create a safety hazard, and all markers shall be placed and maintained so as to minimize interference with WSDOT maintenance operations. It is the Utility's responsibility to maintain its markers. Maintenance of markers includes but is not limited to update of Utility's name (if changed) or Utility's successors' or assigns' contact information, and replacement of damaged or missing markers.
- 16. All underground facilities shall include a component by which the utility can be located with conventional methods, provided that for all installations in trenches, the Utility shall install detector tape approximately 12 inches above the underground facility. The tape shall conform to the standards of the American Public Works Association Uniform Color Code.
- 17. Utility facilities or casings for facilities crossing under highways surfaced with oil, asphalt concrete pavement, or cement concrete pavement shall be by trenchless construction, using the appropriate equipment to jack, bore, or auger the facility through the highway prism with a minimum depth of 5 feet along any point from the top of facility to the lowest point of the finished highway grade, at a minimum of 3.5 feet depth from bottom of ditch/toe of slope to top of facility or casing.
- 18. If PVC or HDPE casings are utilized for crossings, they shall be greater than Schedule 80 or equivalent or as approved by WSDOT.
- 19. Casing requirements (WAC 468-34-210) for utilities are specified individually or in whole on the attached exhibits. Any variances to these casing requirements must be approved by WSDOT, in writing prior to installation.
- 20. Pipeline installation shall meet the provisions of chapter 480-93 WAC, Gas Companies- Safety, and amendments thereto.
- 21. Open trenching (cutting a trench for direct placement of a utility that does not include cutting an existing paved highway surface) will only be allowed at the locations identified on the plan sheets and/or listed on Exhibit(s) ______, with restoration to be performed as noted on the attached "Open Trench Detail," Exhibit _____.
- 22. Open cuts (cutting a trench for direct placement of a utility that does include cutting the existing paved highway surface) of the highway are a variance to WSDOT policy, requiring justification (Open Cut Variance Request) and approval by WSDOT prior to the Work beginning. Open cuts are only allowed at approved locations identified on the plan sheets and/or listed on Exhibit(s) _______, with restoration to be performed as noted on the attached "Open Cut Detail," Exhibit _____.
- 23. If determined necessary by WSDOT representative, any or all of the excavated material shall be removed and replaced with suitable material as specified by WSDOT. It is the Utility's responsibility to obtain any necessary permits or comply with applicable requirements to haul or dispose of any excavated material.

 Exhibit 'A'

24.	extra Shoring (beyond that specified in Section 7-08.3(1)B of WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction) is necessary for the safety of the workers or the protection of the highway pavement, the trenching or excavation work shall be stopped and no Work in the trench or excavation area will be allowed until satisfactory modifications are made.
25	All trenches, boring or jacking pits, etc., shall be backfilled as soon as possible. If left open during nonworking hours, they shall be protected to the satisfaction of WSDOT. Methods of protection shall be submitted a minimum of () calendar days in advance for approval by WSDOT prior to use.
	AERIAL/ABOVEGROUND FACILITIES
26.	All facilities on joint use poles shall be relocated at the time the pole owner either moves or removes its poles. (The pole owner is the Permit or Franchise holder under which the poles were installed and is responsible for ensuring the removal of the pole.)
27.	Neutral conductors associated with circuits of 0 to 22 Kilovolts, where the neutral is considered to be 0-750 Volts, shall have a minimum clearance of 24 feet Vertical Clearance as indicated in WAC 468-34-290, 20 feet provided the facility is grounded at each pole at each end of the crossing.
28.	The Utility agrees to underground the aboveground facilities covered by this Franchise in Scenic Classes "A" and " "B", as defined on the attached Exhibit(s), either at the time of major construction of the facility, for that portion of facility to be reconstructed, or prior to expiration of this Franchise.
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 the attached Exhibit(s), at the time the pole owner undergrounds its facility. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX," if acceptable to WSDOT.
30.	The Utility agrees to underground or relocate the existing aboveground facilities covered by this Franchise in Scenic Classes "A," "AX," "B," and/or "BX," as defined on the attached Exhibit(s), to a location acceptable to WSDOT either at the time of reconstruction, for the portion of line to be reconstructed, or prior to the expiration of this Franchise. The existing aboveground facility may remain or be relocated as aboveground in Scenic Classes "AX" or "BX," if acceptable to WSDOT.
	MAINTENANCE
31.	No routine maintenance of the facility authorized by this Permit or Franchise will be allowed within the limited access area.
32.	Maintenance access of this facility will not be permitted from the shoulders, thru-traffic lanes, and/or ramps of, and all service to this facility will be accessed from
33.	The Utility will notify WSDOT representative(s), listed in Special Provision 1, () working days (Monday through Friday excluding any holidays) prior to any scheduled maintenance work to be performed in the state-owned highway right of way.



Special Provisions for Permits and Franchises

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□ 35. The Utility shall notify the WSDOT representative(s), listed in Exhibit 'F', twenty (20) working days (Monday through Friday excluding any holidays) prior to any scheduled maintenance work to be performed in the state-owned highway right of way.

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Utility Facility Description

All Gr	eyed Out A	eas are For Department	Use Only	Accommoda	tion Nu	mber:	UF-NW-2021-009AM01	
State Route Number:	90		SnagMP (Link)	Access Contro	l: LF	Scenic Class:	Α	
Begin Mile Post:	5.84	End Mile Post:	5.84	T, R, Sec:	T24N-R	4E-S02		

Facility Description - Provide a summary of the proposed work: (press ALT+Enter to insert line break)

Upgrade the City's Supervisory Control and Data Acquisition/Telemetry ("SCADA") system at PS #4. Work involves attaching a small wireless antenna, used for the sole purpose to communicate between the pump station/control building (located under the westbound lanes of I-90) and the SCADA system at the Public Works Operations Building (9601 SE 36th Street). Additionally, a plastic, polycase enclosure to house a modem will need to be installed inside the control building.

Additional Notes:

			Offset	t Distances	(feet)	Facility Description	Right	of Way	Aerial,	Ø	o	Remarks and Installation Comments
Begin Mile Post	End Mile Post	Left, Right or Xing	From Center Line	From Edge of Traveled Way (Fogline)	Depth or Height	Facility to be Installed/ Deactivated/ Upgraded (indicate size and/or diameter, and material)	Left	Right	Buried, Bridge or Surface	ed, General Segment of the segment o	Access	1) Indicate where item enters/leaves R/W. 2) Include pertinent topography info (turnouts, Rd. approaches, intersections, culvert, guardrail, xing method, split grade/under/overpass, etc.)
5.84	5.84	Left	175	75	12-15	Install a wireless Coach II antenna	195'		Aerial	Α	LF	Inside WSDOT LA ROW.
	ĺ	1						ĺ				

Exhibit 'B'
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Utility Facility Description (UFD)
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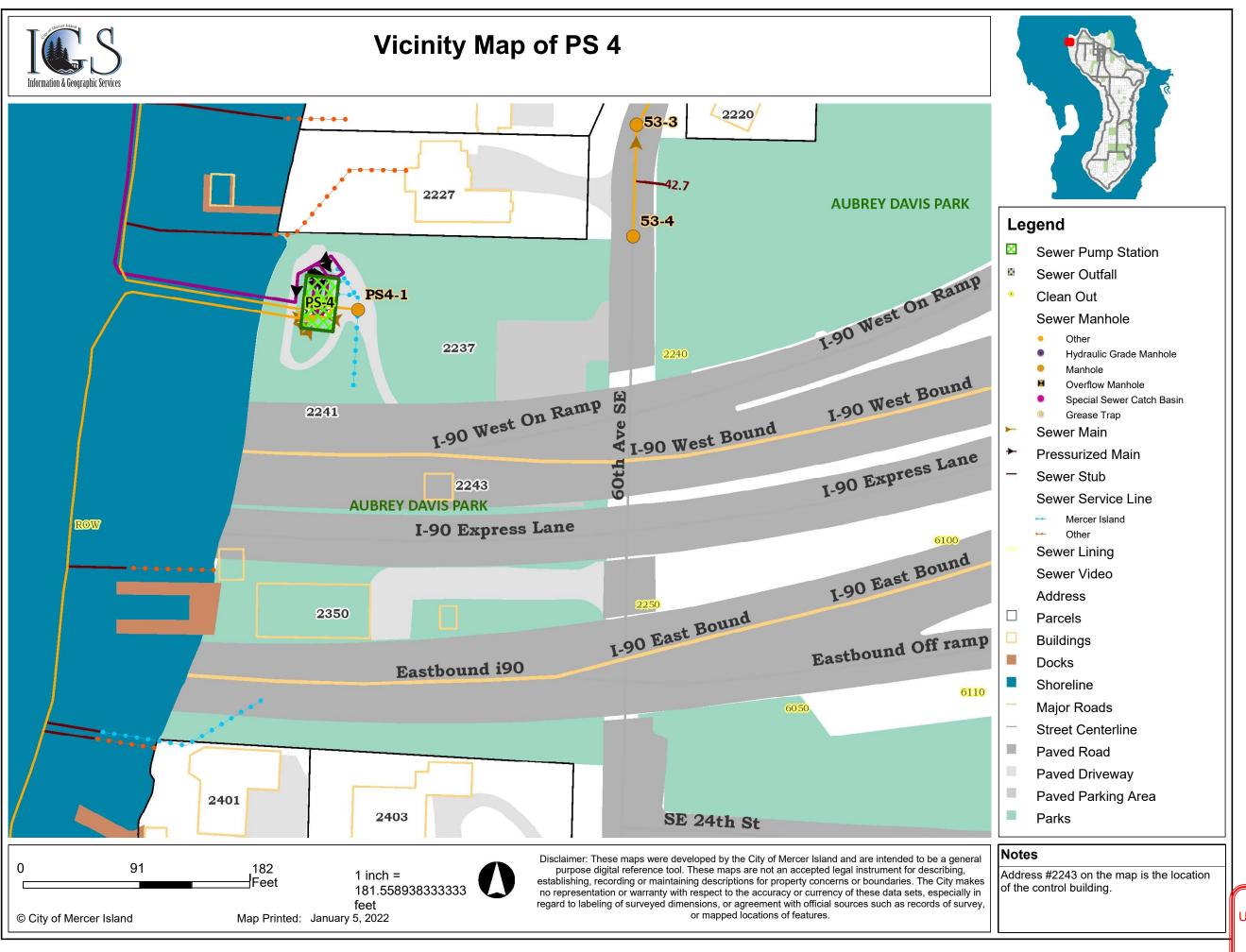
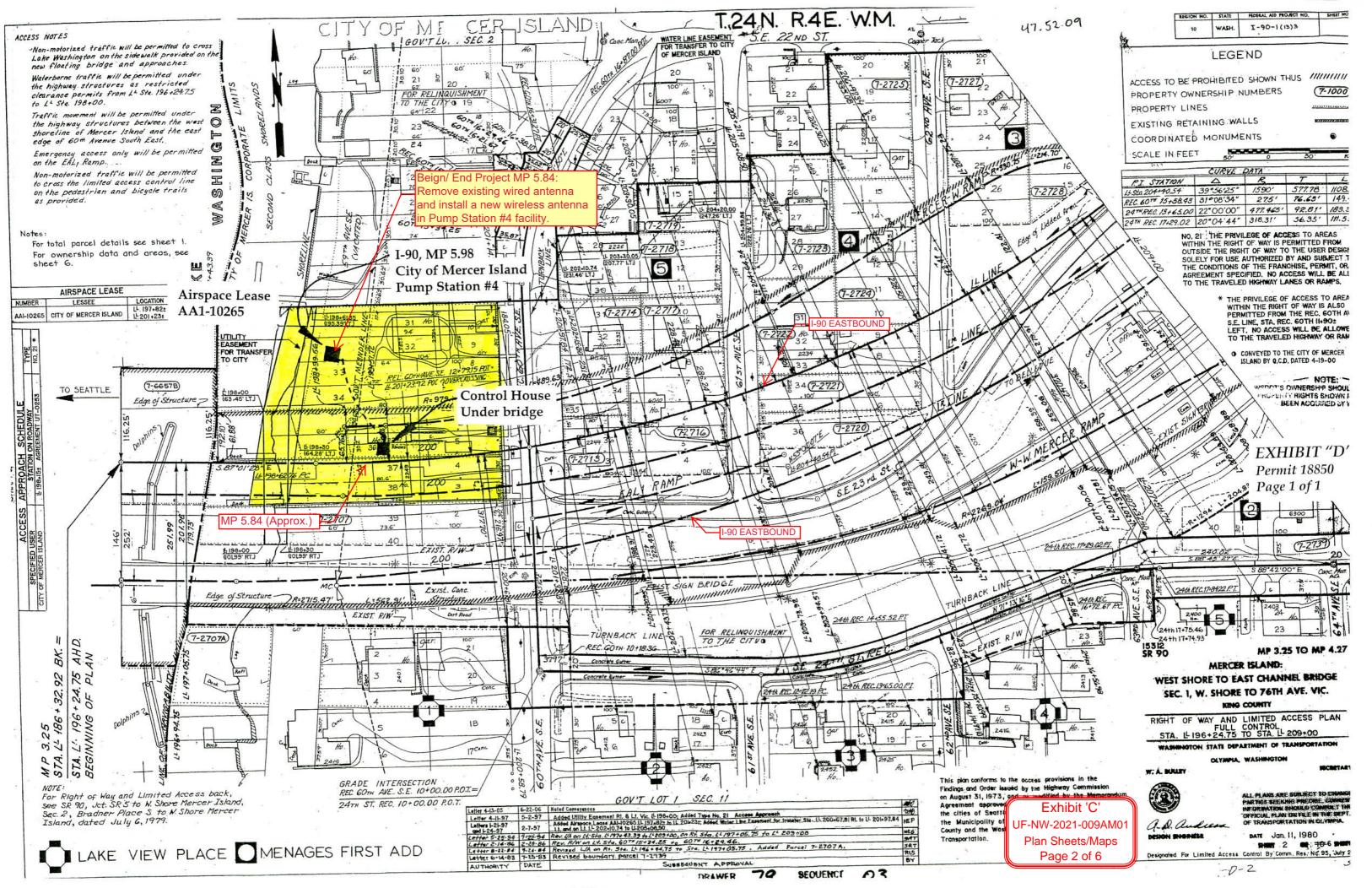
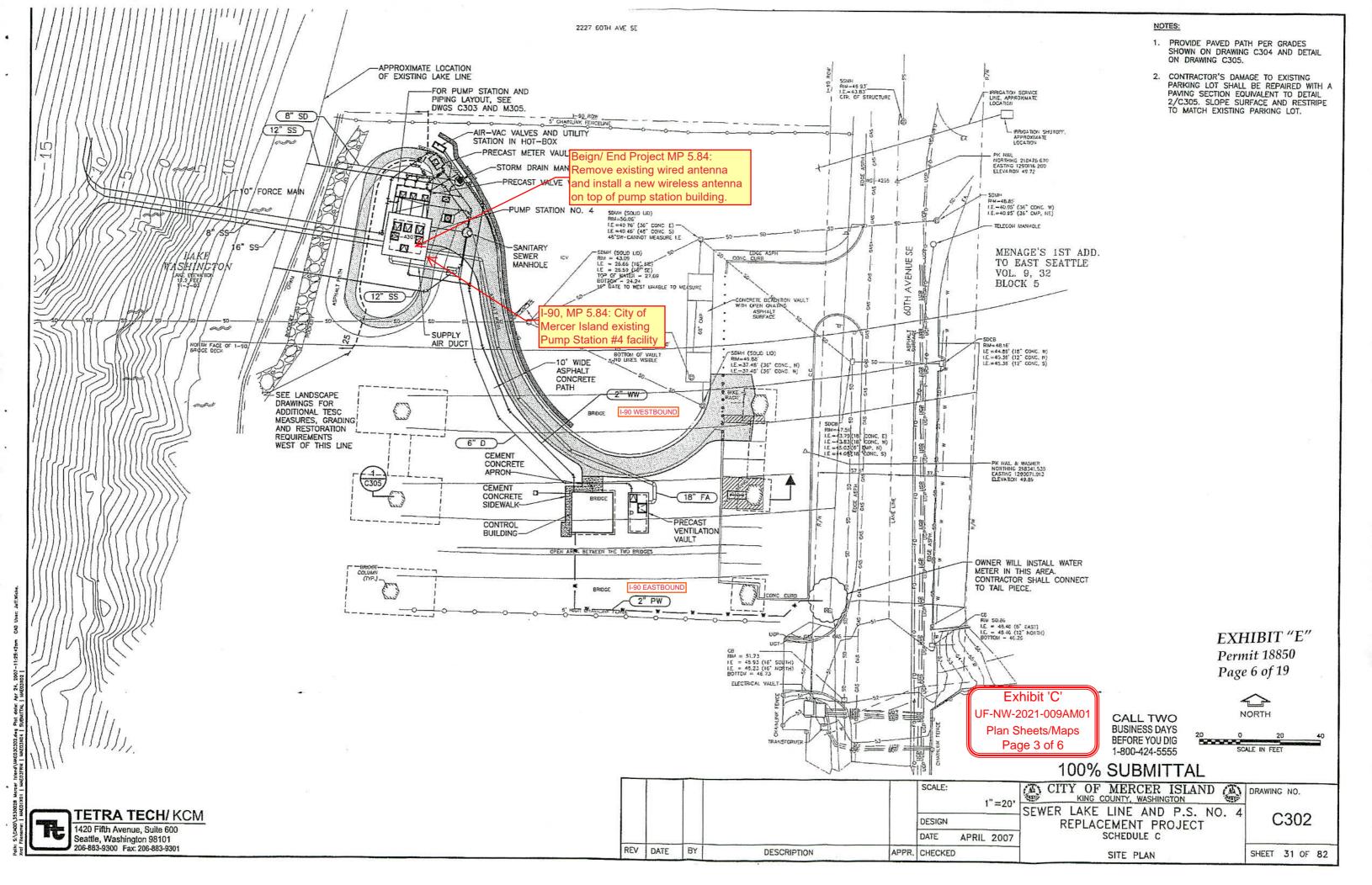


Exhibit 'C'
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Plan Sheets/Maps
Page 1 of 6







DATASHEET COMBINATION ANTENNA

Coach™ II Permanent Mount

Combination Antenna - Cellular, WiFi, GNSS

GL9X1AX-SF, GL7X1AX-SF, GL4X4-SF-PLK, GL6X1AX-SF



Description

Dual carrier GNSS multiband antennas with 600 MHz to 6 GHz frequencies, 5G and 4G LTE with 802.11ax and 802.11ac MIMO connectivity.

Meets EN 50155:2007 requirements for rail and transit installations.

Technologies

- Dual LTE
- WiFi
- GNSS
- 5G
- MIMO

Features

- Compatible with the world's leading multi-carrier cellular routers
- · Superior out-of-band rejection
- · Easy installation and/or replacement
- Withstands severe environmental conditions
- EN 50155:2007; AAR compliant

Exhibit 'C'
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Plan Sheets/Maps
Page 5 of 6





Coach™ II Permanent Mount

Combination Antenna - Cellular, WiFi, GNSS

The Coach™ II dual-carrier antenna platform supports the high speed requirements of complex RF communication systems used for Intelligent Transportation Systems (ITS) and Industrial IoT applications. These low-profile, high endurance antennas feature four 5G elements compatible with the world's leading multi-carrier cellular routers that support 600 MHz to 6 GHz frequencies. The platform also incorporates 802.11ax WiFi MIMO connectivity, with four dual band 2.4/5 GHz WiFi elements supporting DSRC 5.99 GHz applications, In addition, PCTEL's proprietary high-rejection multi-GNSS technology is included for high precision tracking and asset management. The platform meets EN 50155:2007 and AAR requirements for ITS rail and roadway applications.

Features

- Wideband coverage 4G LTE, 5G and dual-band 802.11ac WiFi coverage in a single, low-profile housing
- Superior out-of-band rejection Proprietary filtering design allows wideband coverage for all GNSS frequencies
- Easy installation and/or replacement Metal stud mount with slotted jam nut provides single cable exit
- Withstands severe environmental conditions IP67 compliant design with overmolded gasket protects against water or dust ingress (when installed on sealed surface)
- Meets EN 50155:2007 and AAR certification requirements for rail applications

Certifications



Exhibit 'C' UF-NW-2021-009AM01 Plan Sheets/Maps Page 6 of 6

Pre-Construction Notification

In accordance with Washington State Department of Transportation (WSDOT) Special Provisions for Permits and Franchises, provide requested information to below-designated WSDOT construction contacts prior to the beginning of construction. Use Alternate Contact or surface mail if phone or e-mail are no longer in effect. This form is NOT for maintenance work.

No work shall take place until the Utility has participated in the Pre-Construction conference.

Accommodation No.: UF-NW-2021-009AM01 State Route No: I-90 Expiration Date: 6/25/2046 From Mile Post: 5.84 WO/Charge Code: N/A / JZ1374 GRP#02 To Mile Post: 5.84

WSDOT Construction Contacts

WSDOT Inspector (notify at least five (5) days prior to starting work)

NW Local Agency & Development Services Office NAME: Rick Johnson

15700 Dayton Ave. N.
PO BOX 330310, MS 82-240

TITLE: WSDOT Inspector

Seattle, WA 98133-9710 PHONE: 206-440-4717/206-200-8350

E-MAIL: JohnsoR@wsdot.wa.gov

WSDOT Traffic Control (notify at least five (5) days prior to starting work)

Construction Traffic Coordination Office NAME: 0

15700 Dayton Ave. N. TITLE: WSDOT NWR CTCO Engineer

P.O. BOX 330310, NB82-125 Seattle, WA 98133-9710

Construction Contacts and Schedule

E-MAIL: #N/A

Anticipated Start Date:	Estimated Duration:	
Permit/Franchise Holder		
City of Mercer Island	NAME:	
COMPANY		
	TITLE:	
STREET ADDRESS		
	PHONE:	
CITY, STATE ZIP		
	E-MAIL:	
OFFICE PHONE		
Contractor		
	NAME:	
COMPANY		
	TITLE:	
STREET ADDRESS		
	PHONE:	
CITY, STATE ZIP		
	E-MAIL:	
OFFICE PHONE		

THE PERMIT/FRANCHISE HOLDER OR THEIR REPRESENTATIVE SHALL NOTIFY NORTHWEST REGION UTILITIES IMMEDIATELY IF THEY ARE UNABLE TO START CONSTRUCTION ON THE DATE INDICATED ABOVE. FAILURE TO PROVIDE NOTIFICATION MAY RESULT IN INSPECTION CHARGES BEING INCURRED.

Exhibit 'E'
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Pre-Construction Notification
Page 1 of 1

Maintenance Notification

Update and re-use this form as needed for in-kind repair or replacement of EXISTING primary and secondary facilities associated with the referenced utility permit or franchise number ONLY. Maintenance activities are subject to the general and special provisions of the referenced utility permit or franchise, a WSDOT-approved, site-specific Traffic Control Plan, and submittal of this Notification Form.

This form does NOT apply if there will be an upgrade, change in capacity, location/route, appurtenances, or subcontracted/ outsourced work. Please call the NW Region Utilities Office if you have questions.

No work shall take place until the Utility has received written or verbal authorization from WSDOT to proceed.

Accommodation No. UF-NW-2021-009AM01 State Route No: I-90 Expiration Date: 6/25/2046 From Mile Post: 5.84 Charge Code: To Mile Post: 5.84

In accordance with Washington State Department of Transportation (WSDOT) Special Provisions for Permits and Franchises, provide the project information below to the following WSDOT representative twenty (20) working days prior to the beginning of construction. **Use Alternate Contact or surface mail if phone or e-mail are no longer in**

WSDOT NW REGION UTILITIES Contact: Khoi Pham 15700 DAYTON AVE. N., NB82-113 Phone: 206-440-4130

Cc: PHAMK@wsdot.wa.gov

Alt. Contact: NWR Utilities Office Alt. Phone: 206.440.4120

Provide Description of Work Activity

SEATTLE, WA 98133-9710

TITLE

Anticipated Start Date: Estimated Duration:

Provide Utility Contacts Permit/Franchise Holder City of Mercer Island COMPANY STREET ADDRESS PHONE: CITY, STATE ZIP OFFICE PHONE Contractor CONTACT NAME: COMPANY TITLE: STREET ADDRESS PHONE: CITY, STATE ZIP E-MAIL: OFFICE PHONE **WSDOT Authorization** SIGNATURE: NWR UTILITIES OFFICE DATE:

THE PERMIT/FRANCHISE HOLDER OR THEIR REPRESENTATIVE SHALL NOTIFY NORTHWEST REGION UTILITIES IMMEDIATELY IF THEY ARE UNABLE TO START WORK ON THE DATE INDICATED ABOVE.

FAILURE TO PROVIDE NOTIFICATION MAY RESULT IN INSPECTION CHARGES BEING INCURRED.

Exhibit 'F'
UF-NW-2021-009AM01
Maintenance Notification
Page 1 of 1