Washington State Department of Transportation

Accommodation Application for United States Government Agencies (Permit or Franchise)

Utility Contact Information

Utility Company	Utility Contact Name
Email	Phone (Office/Cell/Voicemail)

Location (Locate Mileposts)

State Route	Milepost Begin	Milepost End	County

Describe Installation Type (Briefly explain)

Anticipated Construction Start Date:	Project Duration:

Utility Authorized Signatory

Signature	Printed Name & Title Owner	Date

The Authorized Signature indicates the General Provisions, as provided, have been read and are agreed to by the United States Government Agency(ies). The United States Government Agency(ies) understands, based on the proposed installation, applicable special provisions will be provided at issuance of your Permit or Franchise.

Supplemental Contact Information of Authorized Agent if NOT the Utility

Company Name	Contact Name
Email	Phone (Office/Cell/Voicemail)

General Provisions Applicable to United States Government Agencies

1. This permit/franchise is subject to the applicable provision of WAC 468-34 and amendment there to, except that any provision in this permit/franchise not consistent with Chapter 468-34 WAC shall be controlling.
2. 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 WSDOT.
3. If the work done under this permit/franchise interferes in any way with the drainage of the state highway, the Utility shall wholly and at its own expense, make such provision as WSDOT may direct to take care of said drainage.
4. 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 WSDOT.
5. All of the work herein contemplated shall be done to the satisfaction of WSDOT.
6. WSDOT hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this permit/franchise at any time, said change or removal to be made at the sole expense of the Utility or their successors and assigns. Any 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 WSDOT upon roads, streets, public places or structures.
7. This document shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting rights of like or other nature or other public or private utilities, nor shall it prevent WSDOT 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.
8. WSDOT may for violation for any of the terms revoke, amend or cancel this permit or any of the provisions hereof after 60 days written notice to the Utility. The Utility shall then remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after cancellation of this permit shall be removed by WSDOT at the expense of the Utility.
9. The Utility shall maintain at its sole expense the structure or object for which this permit/franchise is granted in a condition satisfactory to WSDOT.
10. The Utility shall be responsible for any loss or damage to property or injury to persons resulting from any acts or omissions in accordance with the provisions of the Federal Tort Claims Act 62 Stat. 982, as amended.
11. All installations placed upon the right of way by the Utility shall be and remain the property of the Utility and may be removed any time by the Utility upon prior notification to WSDOT.
12. Whenever it is deemed necessary for the benefit and safety of the traveling public, WSDOT 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. WSDOT 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 WSDOT and the Utility of this document. It is not to be construed that WSDOT is to share in the normal cost of installation, operation, or maintenance of any of the facilities installed under this document.
13. All expenditures to be made by the Utility under the provisions of this permit/franchise shall be subject to appropriations being available for the purpose.
14. On or before the termination of this permit/franchise, the Utility will remove all installations and appurtenances from the premises of WSDOT and restore said premises to the conditions existing at the time of entering upon the same under this permit/franchise, reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Utility has no control excepted.
15. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this permit/franchise or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
16. No assignment or transfer of this franchise in any manner whatsoever shall be valid nor vest any rights hereby granted until WSDOT consents thereto and the assignee accepts all terms of this franchise. Attempting to assign this franchise without WSDOT's consent shall be cause for cancellation as herein provided.
17. 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.