



Department of Transportation

State of Wyoming



Matthew H. Mead
Governor

William T. Panos
Director

To whom it may concern:

Attached is a packet of information that pertains to any entity proposing to place a utility facility within the Wyoming Department of Transportation (WYDOT) right of way or on WYDOT land in District _____ in _____, Wyoming.

UAR State Map.pdf This is a state map of Wyoming divided into the 5 WYDOT districts. The city names where the district offices are located are enclosed in a box. Contact the District License Technician in the district where the work is taking place.

Form M-54: This is the application for a license to place a facility within WYDOT rights-of-way _____. It needs to be filled out in its entirety. The "Licensee" is the ultimate owner or entity who will take responsibility for the installation once construction is completed – not the contractor installing the facility. The M-54 must be **signed by an authorized representative of the Company**.

Form M-54A: District _____ Stipulations: This is a list of installation/construction criteria that will be required in Transportation District _____ in the State of Wyoming. Not all may apply to your application. It is a menu for us to pick from and we may add other stipulations for specific problems. When you receive this list attached to your approved license, it will be specific to your installation.

Form M-54B: This is a list of requirements specific to Fiber Optics Communications Facilities encroaching in WYDOT right of way.

Form M-54B-1: This is a list of requirements specific to Fiber Optics Communications Facilities encroaching in WYDOT Interstate right of way.

Form M-54C: This sheet gives the minimum requirements for Contractor Insurance

Examples: The following pages are **examples** of drawings that the Utility needs to submit along with the M-54. They identify the location of the installation in relation to various physical landmarks along the proposed route of installation - for instance, the distance off the right of way fence, or off the edge of the pavement.

A *WYDOT Utility License Packet* and the *WYDOT Utility Accommodation Regulations* manual may be found at:

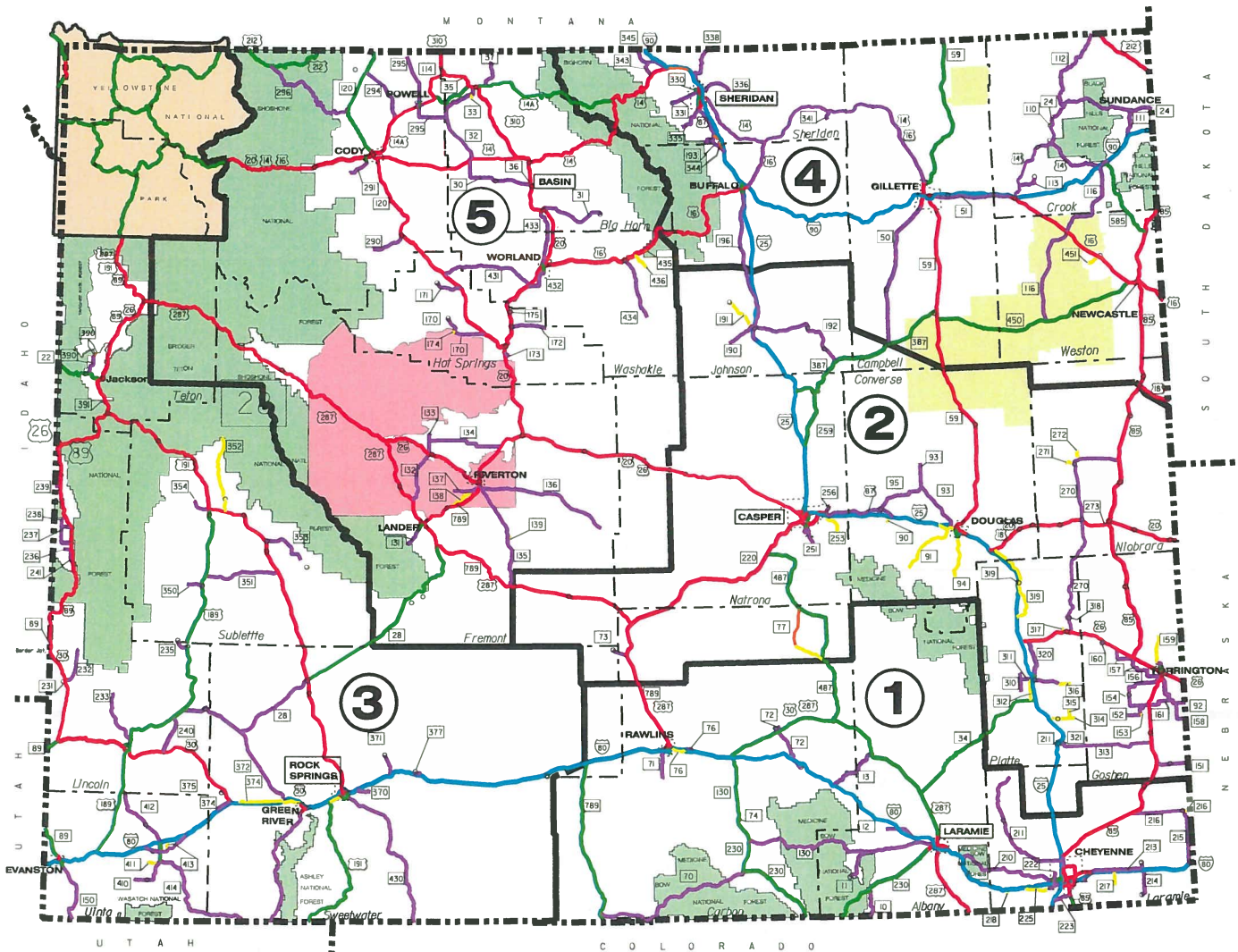
http://www.dot.state.wy.us/home/engineering_technical_programs/utilities_section.default.html

STATE OF WYOMING

PREPARED BY THE WYOMING DEPARTMENT OF TRANSPORTATION

CONTACT THE DISTRICT LICENSE TECHNICIAN
IN THE DISTRICT AREA WHERE THE WORK IS TAKING PLACE

DISTRICT NUMBER	PHYSICAL ADDRESS MAILING ADDRESS (IF DIFFERENT)	TELEPHONE NUMBER
1	3411 SOUTH 3RD STREET, LARAMIE, WY 82070	307 745-2123
2	900 BRYAN STOCK TRAIL, CASPER, WY 82601	307 473-3213
3	3200 ELK STREET, PO BOX 1260, ROCK SPRINGS, WY 82902-1260	307 352-3044
4	10 EAST BRUNDAGE LANE, SHERIDAN, WY 82801	307 674-2324
5	218 WEST C, PO BOX 461, BASIN, WY 82410	307 568-3446



**TRANSPORTATION COMMISSION OF WYOMING and its
WYOMING DEPARTMENT OF TRANSPORTATION**

LICENSE

1. **Parties.** The parties to this License are _____, hereinafter referred to as Licensee, whose physical address is _____ and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340, hereinafter referred to as Agency.

2. **Purpose of License.** The Licensee is planning the construction of a _____ hereinafter referred to as Facility, located in:

Section(s) _____ Township _____ Range _____ County (ies) _____

Route _____ Milepost (RM) _____ Company Tracking Number: _____

GPS Coordinates:
GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321).
For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the license packet.

Entering R/W: Latitude _____ Longitude _____

Exiting R/W: Latitude _____ Longitude _____

FOR DISTRICT USE ONLY				
ML:		Maint. Section:		Dist. Ref. Number:

FOR UTILITY SECTION USE ONLY				
Company Code:		Folder #:		Direction:
Offset:		Encroach Type:		Facility Type:

3. **Term of License and Required Approvals.** This License is effective when all parties have executed it and authority to proceed has been granted by the Agency.

4. **Responsibilities of Licensee.**

a. **Condition of Approval.** As a condition of approval for this license, the Licensee agrees to locate the Facility identified by this license at the Licensee’s expense, in accordance with Wyoming Statute § 37-12-301 *et. seq.* Wyoming Underground Facilities Notification Act, to include the nature, location and depth of the Facility. The location and depth will be described on an engineering drawing, using three dimensional planes and a datum reference determined by the Agency. If unanticipated or unusual circumstances are encountered during Facility construction which forces a deviation in excess of two feet from the approved horizontal alignment, the respective district maintenance engineer will be contacted prior to making the deviation, for approval of the deviation and an amended exhibit will be filed by the Licensee. See Plan/Staking Sheet.

b. **Plan/Staking Sheet.** The Licensee shall attach hereto a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency’s right-of-way. This plan sheet, shall be designated Exhibit “A” and made a part of this License. Upon completion of the proposed work, the Licensee shall submit to the Agency “As-Constructed” plans showing the actual location of the facilities within the Agency’s right-of-way. Exhibit “A” and the “As-Constructed” plans shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and the following requirements:

PLAN VIEW REQUIREMENTS

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed
- Existing major utility facilities.
- Proposed Facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed Facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, “As-Constructed”) the new Facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: “1231’ east of milepost 30.”
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the Facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.

AERIAL HIGHWAY CROSS SECTION

- Low sag design clearance above the high point of the roadway.
- Existing or proposed under-built facilities, including those by others.
- Cross section view of the highway right-of-way indicating the location of poles or support structures relative to the roadway centerline or right-of-way lines.

BURIED HIGHWAY CROSS SECTION

- Cross section view of the highway right-of-way at the crossing, showing the depth of the Facility relative to natural ground, roadway drainage ditch, and the roadway template.
- If casing pipe or conduit is used, indicate by dimension where the casing will end.
- If heavy wall thickness pipe is used instead of casing pipe, show where the heavy wall thickness pipe transitions back to normal thickness pipe.

The maximum sheet size shall be 11” x 17”. Use of Agency supplied project plans and cross sections is recommended as most of the above requirements are met, saving time and expense to both parties. Contact the Agency for availability of paper plans and/or electronic design files.

- c. Facility Placement.** The Facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the exact location shown on the attached “Exhibit A”; and as directed by the Agency. Placing the Facility in a location other than originally approved without obtaining prior Agency approval by submitting a revised “Exhibit A”, will void the license.
- d. Changes.** Any future alterations, modifications, or removals of the Facility within the highway right-of-way, required and requested by the Agency, shall be completed without delay. Adjustments will be accomplished *at no expense to the Agency*, unless otherwise provided for by law. Any costs due to delays or lack of response to the Agency or an Agency contractor resulting from the failure of the Licensee to perform the required adjustments necessitated by a highway construction project or maintenance activities, will be borne by the Licensee.
- e. Limitations.** This license will not be modified, transferred, or assigned without the written consent of the Agency. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the Licensee.
- f. Cancellation/Nullification.** The Licensee is required to notify the Agency in writing to cancel and/or nullify any issued license if the described Facility is not constructed within the prescribed time limits, scheduled to be removed, or taken out of service. No Facility will be allowed to be abandoned in place. The Facility must be removed at the time of abandonment.

- g. Facility Access.** The maintenance, use, inspection, and access to the Facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the Facility from the traveled ways of an access controlled road is hereby expressly forbidden.
 - h. Traffic Control.** The Licensee agrees to the standards for traffic control as outlined in the Agency's *Traffic Control for Roadway Work Operations* manual. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the district traffic engineer. The Licensee must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Agency's engineer for approval prior to starting any work on highway right-of-way.
 - i. Contaminated Soil.** Any Licensee installing a new Facility or replacing/upgrading an existing Facility that encounters any type of contaminated soil, will at the Licensee's expense manage the contaminated soil in accordance with current DEQ regulations.
- 5. Responsibilities of Agency.** This license is issued pursuant to Wyoming Statute § 1-26-813, Right-of-Way Along Public Ways . . . , and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the Agency. This permission is limited by the type of controlling interest held by the Agency. Responsibility to satisfy any other fee (deeded) interest rests with the Licensee.
- 6. General Provisions.**
- a. Additional Stipulations.** Additional specific district stipulations may be attached to this form by the Agency as specified by the *Wyoming Department of Transportation Utility Accommodation Regulation*. The Licensee agrees to incorporate the applicable requirements into the design of the Facility and assures compliance with these requirements during the construction of the Facility. Non-compliance will void this permit.
 - b. Ambiguities.** The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
 - c. Amendments.** Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.
 - d. Applicable Law/Venue.** The construction, interpretation and enforcement of this License shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this License, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), Granting Immunity From Tort Liability, and all other state law.
 - e. Award of Related Licenses.** The Agency may undertake or award supplemental or successor Licenses for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.
 - f. Construction Methods.** The license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, and other non-conventional methods will require specific prior approval by the Agency's engineer.
 - g. Entirety of License.** This License, consisting of five (5) pages, and the attached Exhibits and Additional Stipulations consisting of the pages stamped thereon, represents the entire and integrated License between the parties and supersedes all prior negotiations, representations, and Licenses, whether written or oral.
 - h. Indemnification.** The Licensee agrees to forever indemnify the Agency and save it harmless from all liability for damages to property, or injury to or death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, maintenance, surveillance, repair, renewal, use, or removal of the facility by the Licensee or his agents, for those facilities located within the State or Federal highway system described or noted herein.

If the Licensee is a political subdivision of the State, the following provision applies in lieu of the above cited paragraph:

The Licensee hereby agrees to indemnify and hold harmless the Agency against all loss, liability, and damage that arises out of any activities of the Licensee, its agents, employees, and contractors in the performance of any construction, maintenance, repair, or other work on the Agency's property.

Allegations or proof of negligence or other legal fault on the part of the Agency will not defeat the Agency's rights under this provision or relieve the Licensee, its contractors, and agents of their duty to indemnify and hold harmless the Agency, but the Agency will be responsible for any percentage of fault that may be attributable to it pursuant to law, and the obligation of the Licensee, its contractors and agents to indemnify and hold harmless the Agency will be reduced by the percentage of fault attributable to the Agency.

- i. Inspectors.** Based upon the complexity, construction methods or other concerns, the Agency may assign part-time or full-time inspector(s) to the Licensee's project. The cost of such inspection will be at the sole expense of the Licensee, and the Agency's District Offices will initiate an *Authority for Rendering Special Services (ARS)*, as provided in *Operating Policy 24-3*, to cover such costs.
- j. Notices.** All notices arising out of, or from, the provisions of this License shall be in writing and given to the parties at the address provided under this License, either by regular mail, facsimile, or delivery in person.
- k. Proof of Insurance.** The Licensee shall not commence work on this License until the Licensee has obtained all insurance required, provided a copy of all policies to the Agency, and such insurance has been approved by the Agency. Approval of the insurance shall not relieve or decrease the liability of the Licensee. The Licensee's insurance certificates shall be furnished or countersigned by a resident agent authorized to do business in the State of Wyoming.
- l. Sovereign Immunity.**

For private (non governmental) entities (which include utility companies, railroads):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

For other governmental entities (municipality, county, board, commission, another state, water districts, sewer districts and other "instrumentalities" of local governments):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement and the Licensee does not waive governmental immunity, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

- m. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this License shall not be construed so as to create such status. The rights, duties and obligations contained in this License shall operate only between the parties to this License, and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License.
- n. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this License.
- o. Waiver.** The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach.

p. Work in Vicinity of Other Utilities. The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with Wyoming Statute § 37-3-301 *et seq.*, *Wyoming High Voltage Power Lines and Safety Restrictions Act*, and the Licensee is further advised to comply with the provisions of Wyoming Statute § 37-12-301 *et seq.*, *Damage to Underground Public Utilities Facilities*.

7. Signatures. In witness thereof, the parties to this License, either personally or through their duly authorized representatives, have executed this License on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this License.

The effective date of this License is the date of the signature last affixed to this page.

LICENSEE

Printed Name and Title

Signature

Date

(_____) _____ - _____ (_____) _____ - _____
Phone Number Fax Number E-mail

AGENCY

District Representative Printed Name and Title

Signature

Date

The following stipulations which have been checked are applicable to the attached license:

- The maintenance foreman at _____ shall be notified before any work is begun and after work is completed.
- Utility Company or their contractor personnel working within WYDOT rights-of-way must have a signed copy (paper or electronic) of the M-54 license permit, for the facility being installed, in their possession. This information must be furnished to any WYDOT personnel when requested. Failure to meet this requirement will result in work being stopped and personnel and equipment being removed from the right-of-way.
- GPS decimal/degree coordinates using the GPS Datum NAD/83 are required for all Form M-54 License applications. Handheld GPS accuracy will be accepted.
- All personnel working within state highway right-of-ways will wear high-visibility safety apparel meeting Performance Class 2 specifications of the current ANSI/ISEA 107 standard.
- All disturbed areas are to be returned to their original condition. All surface debris, boulders, etc., as a result of construction activity are to be removed from the right-of-way.
- Settlement of trenches, leakage of ditches, erosion of slopes or other problems which occur within the highway right-of-way, that are attributed to this utility installation, will be repaired by the licensee at no cost to the Wyoming Department of Transportation for a period to two years after the completion of the work. Added November 2013
- The minimum clearance for any conductor or cable within state and federal highway rights-of-way shall be 25'-6" computed at maximum conductor or cable sag.
- The minimum depth of placement is to be _____ inches below the bottom of ditch.
- All pedestals, vents, etc., are to be installed at the right-of-way line, or as agreed and/or approved.
- Subsequent leakage of any ditches breached by this installation which results in damage to the roadway and/or appurtenances or results in drainage problems on the right-of-way, are the responsibility of the licensee, and will be promptly repaired upon notification by WYDOT.
- Crossing of the roadway will be made by horizontal boring preferably from right-of-way to right-of-way but no less than _____ feet from the toe of slope to the fence side. Use of Bentonite as a lubricant and backfill material is acceptable.
- All jogs in the alignment, manholes, hand holes, pull boxes or any other access to the underground utility must be delineated with an appropriate marker in the proper color. The installation route must also be marked at each entry/exit point of WYDOT's right-of-way, at changes of direction within the right-of-way, at 1000' intervals, at points of curvature and points of tangent.
- All gas pipeline facilities within the highway right-of-way shall be designed for Class 3 locations per 49 CFR: TRANSPORTATION, Section 1.48 (b) Delegation to Federal Highway Administrator, Part 192, HAZARDOUS MATERIAL REGULATION BOARD, "Transportation of Natural and Other Gas by Pipeline; Minimum Safety Standards."
- Casing type and method of installation shall be reviewed by the D.M.E. in _____ prior to installation and shall be capable of withstanding the traffic and roadbed loads. The casing or conduit shall be installed in a manner to prevent the formation of a waterway under the highway, and if used, shall run right-of-way to right-of-way, or as determined by the WYDOT district office based on field conditions.
- Where casing ends are below ground they should be suitably installed to protect the entrance of foreign matter which would prevent removal of the carrier.
- An open trench method of installation is approved.
- The trench is to be backfilled and compacted daily, no open trenching is to be left overnight.

- _____ The backfill is to be compacted to 95 percent density as shown on the enclosed diagram and resurfaced as indicated. Temporary surfacing may be installed as needed but must be brought up to standard upon completion of the work.
- _____ For 10" or less diameter pipe, the diameter of the bore shall not exceed 1.5 times the size of the finished pipe. For pipes larger than 10", the diameter of the bore shall not exceed the casing diameter by more than 5% unless required by equipment or product manufacturer specifications.
- _____ Gravel surfaces in paved travel lanes must be surfaced within three days.
- _____ All anchors and pole locations must be installed outside the highway right-of-way.
- _____ A letter specifying the name and location of an individual who will be representing the licensee on the job and is capable of instituting immediate changes in traffic control or work operation to bring them into compliance with the terms of the license.
- _____ No materials or equipment will be stockpiled or parked (within the R/W) (within 30' of the traveled way).
- _____ No work will be conducted from the roadway surface.
- _____ A preconstruction conference will be scheduled with _____ prior to commencing work.
- _____ The electrical lines must be marked as indicated on the attached sheet.
- _____ The company will enter into agreement with WYDOT and pay for inspection by WYDOT during construction.
- _____ The company will bore under all paved side roads and approaches affected by the work on WYDOT property.
- _____ All Contractors will have insurance in place as noted in attachment M-54C.
- _____ All cable installed on Interstate right-of-way will be installed within 5'-0" of the right-of-way fence. Any deviation from this requirement will be approved by WYDOT's inspector.
- _____ Installation will be limited to the cable and related facilities noted in the application. Installation of additional cable in the empty ducts being installed at this time will require notification to WYDOT and a separate permit describing the additional cable.
- _____ The Agency may request the Licensee to locate this facility for any reason. The details provided by the Licensee shall include the nature, location, and depth of the Facility. The Licensee agrees to locate the Facility at the Licensee's expense within five (5) business days unless required sooner by State or Federal law.

**ATTACHMENT TO LICENSE
FOR
FIBER OPTICS COMMUNICATIONS FACILITIES**

I. REQUIREMENTS FOR HIGHWAY CROSSINGS AND ENCROACHMENTS

A. Boring of Crossing

1. All crossings of highways, roads and paved approaches shall be bored or have a casing pushed under the roadway embankment (template).
2. The diameter of the bore shall not exceed the casing diameter by more than five percent (5%).
3. The face of the boring and/or receiving pit shall be located no closer than 15 feet to the constructed roadway embankment (template), and/or no closer than 30 feet to the edge of the traveled way. (See Detail Sheets)
4. Casing material shall be of a yield strength and wall thickness to withstand a combination of highway dead and live loading.
5. Abandoned or unusable bores shall be filled with a sand slurry or grout.
6. On divided highways no boring and/or receiving pit will be allowed in the median if the median strip is less than 120 feet wide, measured between the edge of the traveled ways of the inside lanes. (See Detail Sheets)

B. Depth of Facility, Trenching Details, Ducts

1. The facility shall be placed at a depth of not less than thirty-six inches (36") below existing ground or pavements, except for solid rock. (See Detail Sheet)
2. At crossings of drainage pipes, culverts, boxes, stock passes, irrigation pipes or siphons and related ditches, the facility shall be a minimum of forty-eight inches (48") below the pipe and/or ditch flow line.
3. The typical construction detailed drawings shall apply as follows:
 - a. Rural Areas (Detail A)
 - (1) For crossing of the right-of-way
The facility may be plowed to the location of the Bore/Receiving Pit
 - (2) Under the Roadway Embankment
A casing pipe, of a size to allow for future cables, shall be bored under the full width of the embankment.
 - (3) At Grade Separations
When crossing under a structure, the cross-road may be followed to the embankment. Then a casing pipe must be bored in a location outside of the area between rear faces of abutments to allow for future bridge and cross-road widening. (See Detail "C")
 - (4) Parallel encroachments within the right-of-way shall be confined to within 15 feet of the right-of-way line, unless otherwise approved. The facility may be plowed in at the specified depth. (See Detail Sheet)
 - (5) Parallel encroachments will not be allowed in slopes of 2:1 or steeper, areas of frequent slope maintenance activity or erosive soil.
 - (6) Parallel encroachments are not allowed within 40 feet of the edge of the traveled way to allow for a 30 foot safety zone, for ongoing maintenance and minor widening; and an additional 10 feet for placement of highway signs and guardrail.

(7) Buried facility construction in non-rippable rock shall be as per the detail sheet.

b. Urban Areas (Detail B)

(1) Parallel installations shall be as close to the right-of-way line as possible.

(2) Installations under the existing pavement or sidewalk shall be in existing ducts or newly installed ducts of sufficient size to accommodate future cable placement. Parallel installations will be in a duct of sufficient size to allow for future addition of cables and roadway widening.

(3) Parallel encroachments will not be allowed in slopes of 2:1 or steeper, areas of frequent slope maintenance or erosive soils.

(4) Parallel encroachments are not allowed within 10 feet from the back of sidewalk to allow for highway sign and guardrail placement.

4. The Licensee shall bury a marker tape and/or locate circuit between 18" and 24" below the top of ground or pavement (except for bored crossings) in order to assist in accurate locating and to provide warning to anyone digging. (See Detail Sheets)
5. Backfill of all trenches and/or boring pits within the highway right-of-way shall be placed in lifts and compacted to obtain a density no less than that of the adjacent undisturbed ground.
6. Pavement cuts, when approved by the District Engineer, shall be repaired to the Department's current standard.

C. Location of Facility within Highway Right-of-Way (Details "A" and "B")

1. Should any change in cable location occur during construction, in excess of two feet (2') from what is shown on the location plans submitted as Exhibit "A" with this license and/or agreement, prior written approval shall be obtained from the Department's Engineers, and the corrected location shall be noted on the "As Constructed Plans."
2. Manhole locations shall be shown on the Exhibit or as a detail sheet addendum to the Exhibit. Manhole tops shall be flush with the surrounding terrain. Casing vents, if used, shall be located at the right-of-way fence.
3. Amplifier sites and/or any facility requiring frequent or periodic access shall be located off the highway right-of-way. If a new approach is needed for access to such a site, application must be made to the Department's District Office by separate procedure.
4. The Licensee shall place cable marker posts at both sides of the highway right-of-way at crossings, as well as at 1,000 foot intervals or line of sight, whichever is shorter, for parallel encroachments.

D. Restoration of Highway Right-of-Way

1. The Licensee shall restore the highway right-of-way to its original condition upon completion of the initial construction, as well as any time thereafter when facility maintenance and/or repair has taken place and the ground has been disturbed, as directed by the Department's Engineer.
2. Drainage ditches disturbed by the cable placement shall be restored and the soil compacted to assure proper flow to prevent future erosion.
3. Should the Department's normal maintenance discover that erosion has taken place in the Licensee's previous work area or due to the Licensee's maintenance activities, the Department shall notify the Licensee of the problem and the Licensee shall take corrective action within thirty (30) days from the date of notification.

4. Fence cuts shall be repaired to Department Standards. Temporary fence may be required during construction, as directed by the District Maintenance Engineer.
5. Reseeding of disturbed ground shall be in accordance with the Department's specifications and as directed by the Department's Engineer.

E. As Constructed Plans

Upon completion of construction, the Licensee shall provide two (2) copies of "As Constructed Plans" to the District Maintenance Engineer. These plans shall reflect the actual location of the facilities installed relative to the roadway centerline, as well as updated details of any road crossings. (Also see Exhibit_____)

F. Exhibits

Exhibits showing the proposed alignment of the facility shall accompany all applications, whether for a crossing or for a parallel encroachment. The Exhibit shall consist of the following:

1. Plan view sheets showing the existing road and highway right-of-way line, with the location of the proposed facility plotted relative to and with dimensions to either the roadway centerline or right-of-way line.
2. Land Description (¼ Section, Section, Township, and Range) and an accurate distance tie to a highway station or a highway milepost.
3. Location of all appurtenances like manholes, pedestals, junction boxes, line markers, etc.
4. Depth of bury, location and length of casing on road bores, type and size of casing pipe, location of casing vents (if applicable).
5. Cross sectional view of roadway template at crossings, and the relative location of the proposed facility to the roadway template, ditch and right-of-way line.

II. EXCEPTIONS TO THIS POLICY

- A. The provisions of construction Detail Sheets shall not be deviated from without specific written approval of the Department's Staff.
- B. When extenuating circumstances exist (whether environmental, economical, engineering/design related, difficult terrain, or other situations) the Department's Engineer may vary from the requirements of construction Details "A", "B" and "C", on a case by case basis, and upon making a thorough review of the specific situation.
- C. The intent of this policy is to safeguard the facility, as well as not to unreasonably encumber the public right-of-way involved nor to unreasonably restrict the further use of the public right-of-way by the Department or other existing or future tenants.

III. URBAN AND RURAL AREAS DEFINED

A. Urban Area

As related to utility accommodation, the term Urban Area is any area where residences and/or businesses are clustered (not necessarily within the city limits), where frequent approaches, utility lines and drainage facilities are likely to be encountered, and where the potential exists for future widening of the road to a multi-lane facility.

B. Rural Area

Any other segment of the State highway system not falling within the 'Urban Area' description.

**ATTACHMENT TO LICENSE
FOR
FIBER OPTICS COMMUNICATIONS FACILITIES
LOCATED IN INTERSTATE RIGHT-OF-WAY**

I. REQUIREMENTS FOR INTERSTATE CROSSINGS AND ENCROACHMENTS

A. Boring

1. All crossings of highways, roads and paved approaches shall be bored or have a casing pushed under the roadway embankment (template).
2. The diameter of the bore shall be kept as close to the pipe diameter as possible.
3. Boring and/or receiving pits may be located inside the Interstate right-of-way for parallel boring locations on steep slopes as needed and if approved by the Department's Engineer. Bores shall follow the road grade to allow Maintenance crews to work on the slopes. (See Detail Sheets)
4. Casing material shall be of a yield strength and wall thickness to withstand a combination of highway dead and live loading.
5. Abandoned or unusable bores shall be filled with a sand slurry or grout as directed by the Department's Engineer.

B. Depth of Facility, Trenching Details, Ducts

1. The facility shall be placed at a depth of not less than thirty six inches (36") below existing ground or pavements. (See Detail Sheet)
2. At crossings of drainage pipes, culverts, boxes, stock passes, irrigation pipes or siphons and related ditches, the facility shall be a minimum of forty-eight inches (48") below the pipe and/or ditch flow line.
3. The typical construction detailed drawings shall apply as follows:

a. Rural Areas (Detail A)

- (1) For crossing of the right-of-way

The Bore/Receiving Pit must be located outside of the Interstate right-of-way.

- (2) Under the Roadway Embankment

A casing pipe, of a size to allow for future cables, shall be bored under the full width of the right-of-way.

(3) At Grade Separations

When crossing under a structure, the cross-road may be followed to the embankment. Then a casing pipe must be bored in a location outside of the area between rear faces of abutments to allow for future bridge and cross-road widening. (See Detail "C")

(4) Parallel encroachments within the right-of-way shall be confined to within 20 feet of the right-of-way line, unless otherwise approved. The facility may be plowed in at the specified depth. (See Detail Sheet)

(5) Parallel encroachments will not be allowed in slopes of 2:1 or steeper, areas of frequent slope maintenance activity or erosive soil.

(6) Parallel encroachments are not allowed within 50 feet of the edge of the traveled way to allow for a 35 foot safety zone, for ongoing maintenance and minor widening; and an additional 15 feet for placement of highway signs and guardrail.

(7) Buried facility construction in non-rippable rock shall be as per the detail sheet.

b. Urban Areas (Detail B)

(1) Parallel installations shall be as close to the right-of-way line as possible.

(2) Installations under the existing pavement or sidewalk shall be in existing ducts or newly installed ducts of sufficient size to accommodate future cable placement. Parallel installations will be in a duct of sufficient size to allow for future addition of cables and roadway widening.

(3) Parallel encroachments will not be allowed in slopes of 2:1 or steeper, areas of frequent slope maintenance or erosive soils.

(4) Parallel encroachments are not allowed within 10 feet from the back of sidewalk to allow for highway sign and guardrail placement.

4. The Licensee shall bury a marker tape and/or locate circuit between 18" and 24" below the top of ground or pavement (except for bored crossings) in order to assist in accurate locating and to provide a warning to anyone digging. (See Detail Sheets)
5. Backfill of all trenches within the Interstate right-of-way shall be placed in lifts and compacted to obtain a density no less than that of the adjacent undisturbed ground.
6. Pavement cuts, when approved by the District Engineer, shall be repaired to the Department's current standard.

C. Location of Facility within Interstate Right-of-Way (Details "A" and "B")

1. Facilities will be placed as close to the right-of-way as possible. No facility will be located more than 20 feet from the right-of-way. The company is responsible for determining the exact location of the right-of-way line.
2. Should any change in cable location occur during construction, in excess of two feet (2') from what is shown on the location plans submitted as Exhibit "A" with this license and/or agreement, prior written approval shall be obtained from the Department's Engineers, and the corrected location shall be noted on the "As Constructed Plans."
3. Manhole locations shall be shown on the Exhibit or as a detail sheet addendum to the Exhibit. Manhole tops shall be flush with the surrounding terrain. Casing vents, if used, shall be located at the right-of-way fence.
4. Amplifier sites and/or any facility requiring frequent or periodic access shall be located off the Interstate right-of-way. No access will be allowed to these sites from the Interstate right-of-way.
5. The Licensee shall place cable marker posts at both sides of the Interstate right-of-way at crossings, as well as at 1,000 foot intervals or line of sight, whichever is shorter, for parallel encroachments.

D. Restoration of Interstate Right-of-Way

1. The Licensee shall restore the interstate right-of-way to its original condition upon completion of the initial construction, as well as any time thereafter when facility maintenance and/or repair has taken place and the ground has been disturbed, as directed by the Department's Engineer.
2. Drainage ditches disturbed by the cable placement shall be restored and the soil compacted to assure proper flow to prevent future erosion.
3. Should the Department's normal maintenance discover that erosion has taken place in the Licensee's previous work area or due to the Licensee's maintenance activities, the Department shall notify the Licensee of the problem and the Licensee shall take corrective action within thirty (30) days from the date of notification.
4. Fence cuts shall be repaired to Department Standards. Temporary fence may be required during construction, as directed by the District Maintenance Engineer.
5. Reseeding of disturbed ground shall be in accordance with the Department's specifications and as directed by the Department's Engineer.

E. As Constructed Plans

Upon completion of construction, the Licensee shall provide two (2) copies of "As Constructed Plans" to the District Maintenance Engineer. These plans shall reflect the actual location of the facilities installed relative to the roadway centerline, as well as updated details of any road crossings. (Also see Exhibit____)

F. Exhibits

Exhibits showing the proposed alignment of the facility shall accompany all applications, whether for a crossing or for a parallel encroachment. The Exhibit shall consist of the following:

1. Plan view sheets showing the existing road and interstate right-of-way line, with the location of the proposed facility plotted relative to and with dimensions to both the roadway centerline and Interstate right-of-way line.
2. Land Description ($\frac{1}{4}$ $\frac{1}{4}$ Section, Section, Township, and Range) and an accurate distance tie to an Interstate station or an Interstate milepost.
3. Location of all appurtenances like manholes, pedestals, junction boxes, line markers, etc.
4. Depth of bury, location and length of casing on road bores, type and size of casing pipe, location of casing vents (if applicable).
5. Cross sectional view of roadway template at crossings, and the relative location of the proposed facility to the roadway template, ditch and right-of-way line.
6. Specific construction details showing how the company plans to avoid damaging all existing utilities.
7. GPS coordinates whenever your utility enters/exits the right-of-way, changes direction, or crosses a structure or road. GPS coordinates should not be more than $\frac{1}{2}$ mile apart.

G. Expenses

1. A full time Department inspector will be assigned to watch over this project at the company's expense. The inspector will be paid through an Authority to Render Service (ARS). No work will be allowed without the Department inspector being on site.
2. Any relocation required by the Department will be done by the company at their expense. Chapter XXVIII of WYDOT's Rules and Regulations, Utility Relocation Assistance, will not apply to this utility.

3. The company will construct temporary exit and entrance ramps from the interstate if interchanges are not close enough to utilize during construction.
4. The company will designate a representative as a point of contact during construction. This representative must work for the company, be on site during all construction and maintenance of this utility, and have the authority to stop work upon the order of Department personnel.

II. EXCEPTIONS TO THIS POLICY

- A. The provisions of construction Detail Sheets shall not be deviated from without specific written approval of the Department's Utility Section.
- B. When extenuating circumstances exist (whether environmental, economical, engineering/design related, difficult terrain, or other situations) the Department's Engineer may vary from the requirements of construction Details "A", "B" and "C", on a case by case basis, and upon making a thorough review of the specific situation. Under no circumstances shall the utility be located more than 20 feet from the Interstate right-of-way line.
- C. The intent of this policy is to safeguard the facility, as well as not to unreasonably encumber the public right-of-way involved nor to unreasonably restrict the further use of the public right-of-way by the Department or other existing or future tenants.

III. URBAN AND RURAL AREAS DEFINED

A. Urban Area

As related to utility accommodation, the term Urban Area is any area where residences and/or businesses are clustered (not necessarily within the city limits), where frequent approaches, utility lines and drainage facilities are likely to be encountered, and where the potential exists for future widening of the road to a multi-lane facility.

B. Rural Area

Any other segment of the State highway system not falling within the 'Urban Area' description.

TO BE SUBMITTED BY LICENSEE OR IF WORK IS TO BE DONE BY CONTRACT**ATTACHMENT TO LICENSE
FOR
CONTRACTOR INSURANCE**

The Licensee agrees that the contract it awards for the construction of said Facility shall provide that:

- A. The contractor or Licensee shall indemnify and save harmless the Agency and the Licensee from all claims, suits, losses, damages or expenses, whatsoever, on account of injuries to or death of any and all persons whomsoever, including the Contractor, Subcontractors, employees of the Contractor, Subcontractor, Agency, and Licensee, and any and all damage to, loss, or destruction of property to whomsoever it belongs, including property owned by, rented to, or in the care, custody or control of the parties hereto, the Contractor, Subcontractors and their employees, arising or growing out of, or in any manner connected with work performed during construction of the Facility, or caused or occasioned in whole or in part by reason of, or arising during the presence of the person or of the property of the Contractor, Subcontractors, their employees or agents, upon or in the proximity of the property of the Agency or the Licensee. And the Contractor shall defend at its own expense, in the name and on behalf of the Agency and the Licensee, all claims or suits for injuries to or death of persons or damage to property arising or growing out of the work performed during construction of the Facility.
- B. The Licensee agrees to furnish to the Agency a certified copy of the Licensee's Contractors public liability and property damage liability insurance policy providing for a limit of not less than Five Hundred Thousand Dollars (**\$500,000**) for all damages arising out of the bodily injuries to or death of one person, and, subject to that limit for each person, a total of not less than One Million Dollars (**\$1,000,000**) for all damages to or destruction of property during the contract period.

Said certified copy of the policy shall be executed by a corporation qualified to write the same in the Agency of Wyoming, and said certificate of insurance shall be delivered to and approved by the Agency prior to entry upon and use of the Agency's highway right-of-way by the Licensee or the Licensee's contractor.

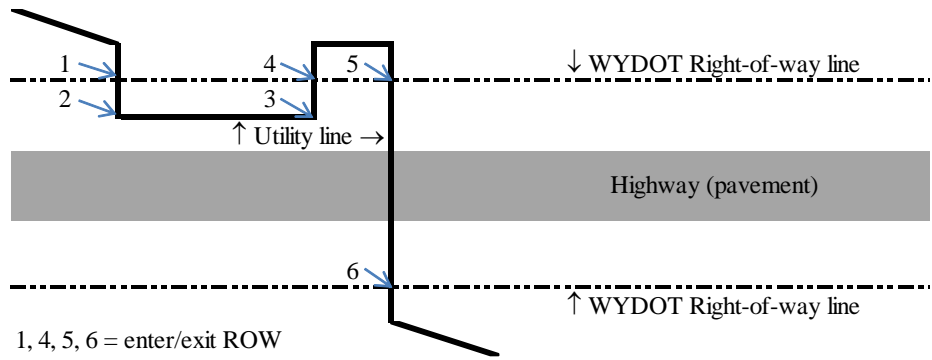
The insurance herein specified shall be carried until all work to be performed under the terms of the contract has been satisfactorily completed and accepted by the Licensee and the Agency.

If unusual circumstances or hazards are caused by the Licensee's work on the highway right-of-way, the Agency reserves the right to require insurance coverage in higher amounts, and/or write a special agreement for the conditions.

**TRANSPORTATION COMMISSION OF WYOMING and its
WYOMING DEPARTMENT OF TRANSPORTATION**

Additional GPS Coordinates

GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. *Latitude 44.12345, Longitude -106.54321*). Supply GPS coordinates for each encroachment into/out of WYDOT's right-of-way or for each change in direction within the right-of-way. **You may disregard this form if your license exhibit contains this information.**



- 1 41.291643° -105.560232° (Enter)
- 2 41.291574° -105.560232° (Change)
- 3 41.291560° -105.559108° (Change)
- 4 41.291635° -105.559104° (Exit)
- 5 41.291626° -105.558900° (Enter)
- 6 41.290781° -105.558885° (Exit)

1, 4, 5, 6 = enter/exit ROW
2 and 3 = change in direction within ROW

Use the diagram below to label your GPS locations per the above example.

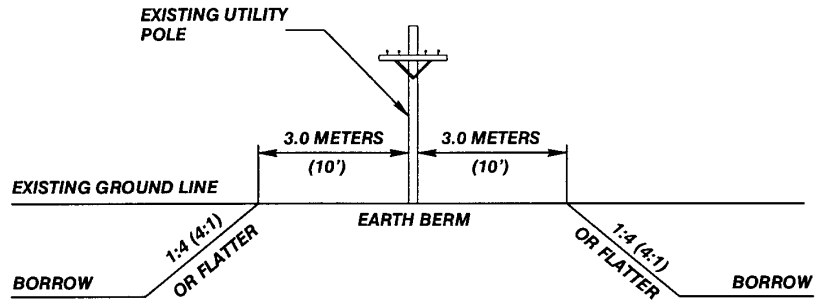
Location 1	Latitude _____	Longitude _____
Location 2	Latitude _____	Longitude _____
Location 3	Latitude _____	Longitude _____
Location 4	Latitude _____	Longitude _____
Location 5	Latitude _____	Longitude _____
Location 6	Latitude _____	Longitude _____
Location 7	Latitude _____	Longitude _____
Location 8	Latitude _____	Longitude _____
Location 9	Latitude _____	Longitude _____
Location 10	Latitude _____	Longitude _____
Location 11	Latitude _____	Longitude _____
Location 12	Latitude _____	Longitude _____

SUGGESTED METHODS OF PROTECTION FOR FACILITIES LOCATED IN BORROW AREAS/CONSTRUCTION PERMITS

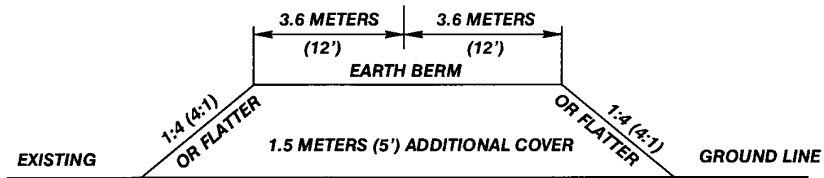
SEE SECTION 106.30 OF THIS REGULATION

NOTE: THE DIMENSIONS SHOWN ON THESE DRAWINGS MAY HAVE TO BE ADJUSTED TO FIT THE REQUIREMENTS OF THE OWNER OF THE FACILITY.

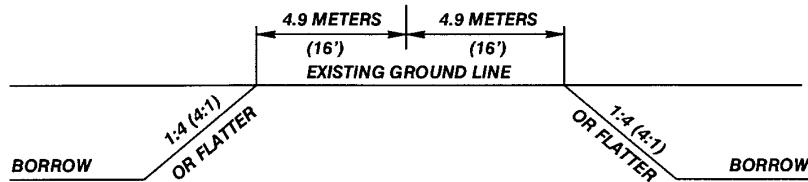
(NO SCALE)



PROTECTION DETAIL FOR UTILITY POLES LOCATED IN BORROW AREAS



PROTECTION DETAIL FOR PIPELINE HAUL ROAD CROSSING

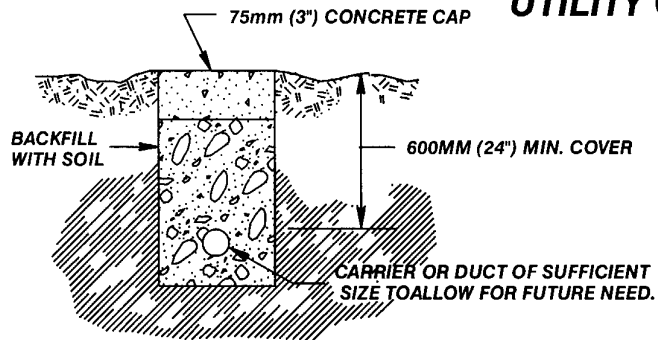


PROTECTION DETAIL FOR BURIED UTILITIES LOCATED IN BORROW AREAS

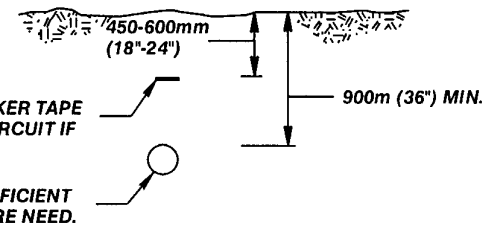
**WYOMING DEPARTMENT OF TRANSPORTATION
GENERAL
UTILITY CONSTRUCTION DETAILS
DETAIL "A"**

(NO SCALE)

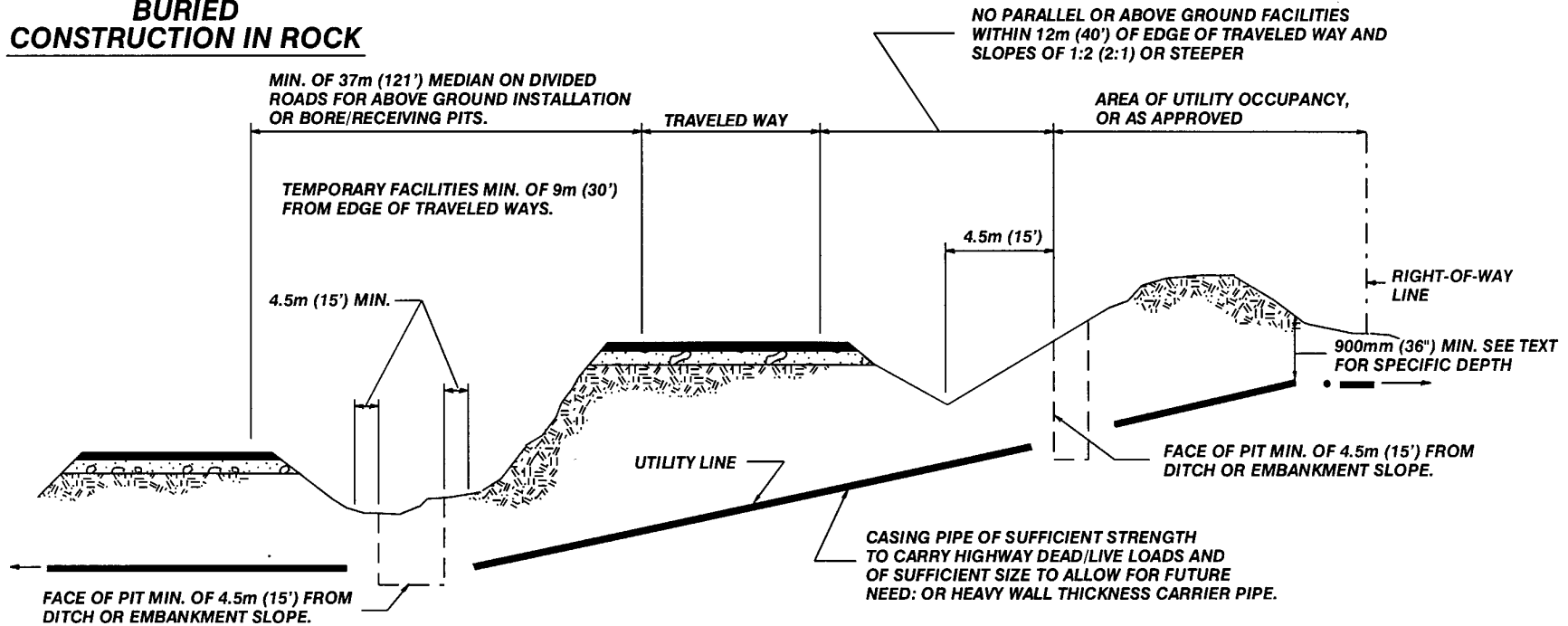
NATURAL GROUND RESTORATION
AS PER DEPARTMENT STANDARDS.



**BURIED
CONSTRUCTION IN ROCK**



**DIRECT BURIED
CONSTRUCTION IN SOIL**



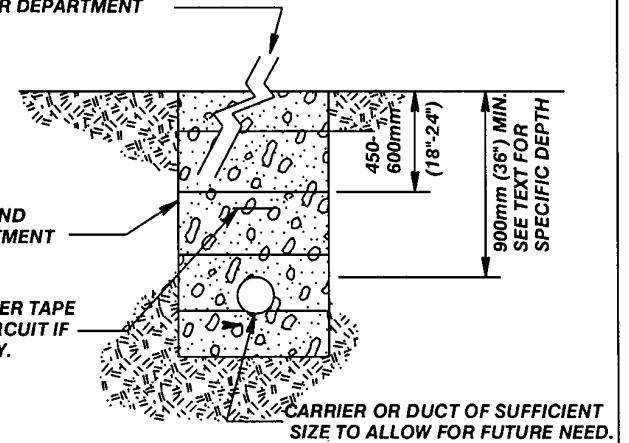
**WYOMING DEPARTMENT OF TRANSPORTATION
GENERAL
UTILITY CONSTRUCTION DETAILS
DETAIL "B"**

(NO SCALE)

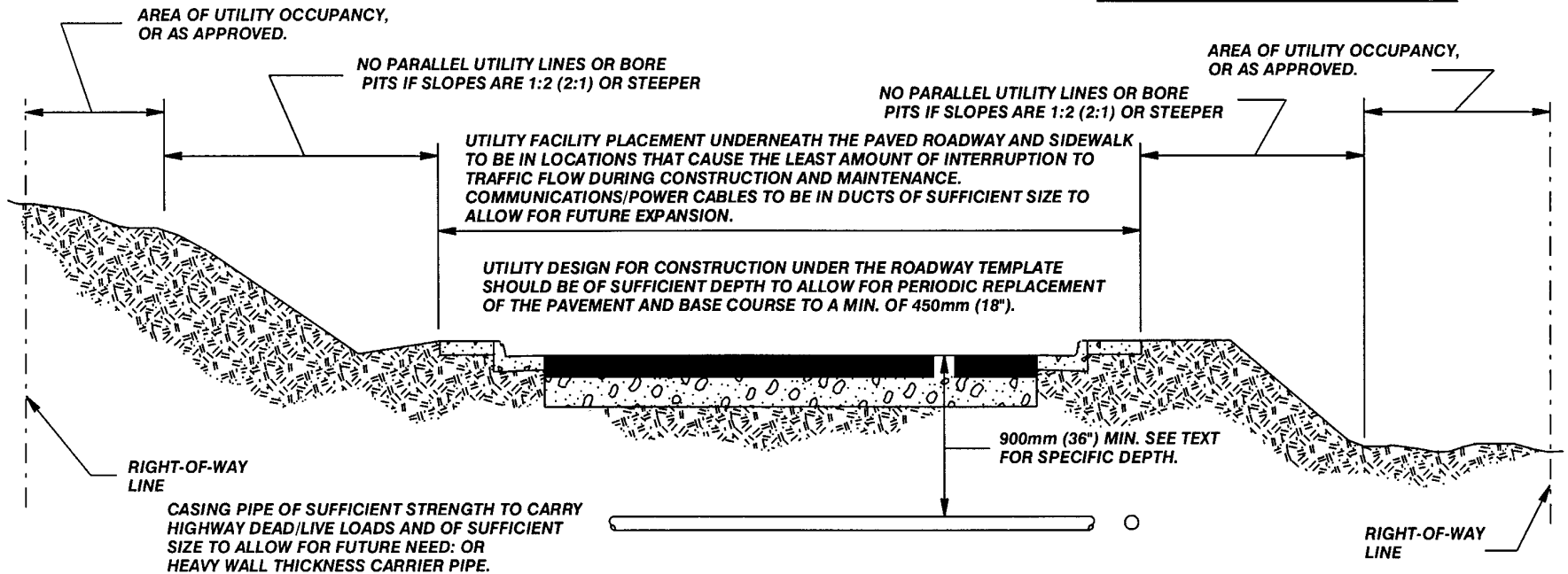
NATURAL GROUND OR PAVEMENT
RESTORATION AS PER DEPARTMENT
STANDARDS.

TRENCH BACKFILL IN LIFTS AND
COMPACTED AS PER DEPARTMENT
STANDARDS.

LOCATION OF MARKER TAPE
AND/OR LOCATE CIRCUIT IF
USED BY THE UTILITY.

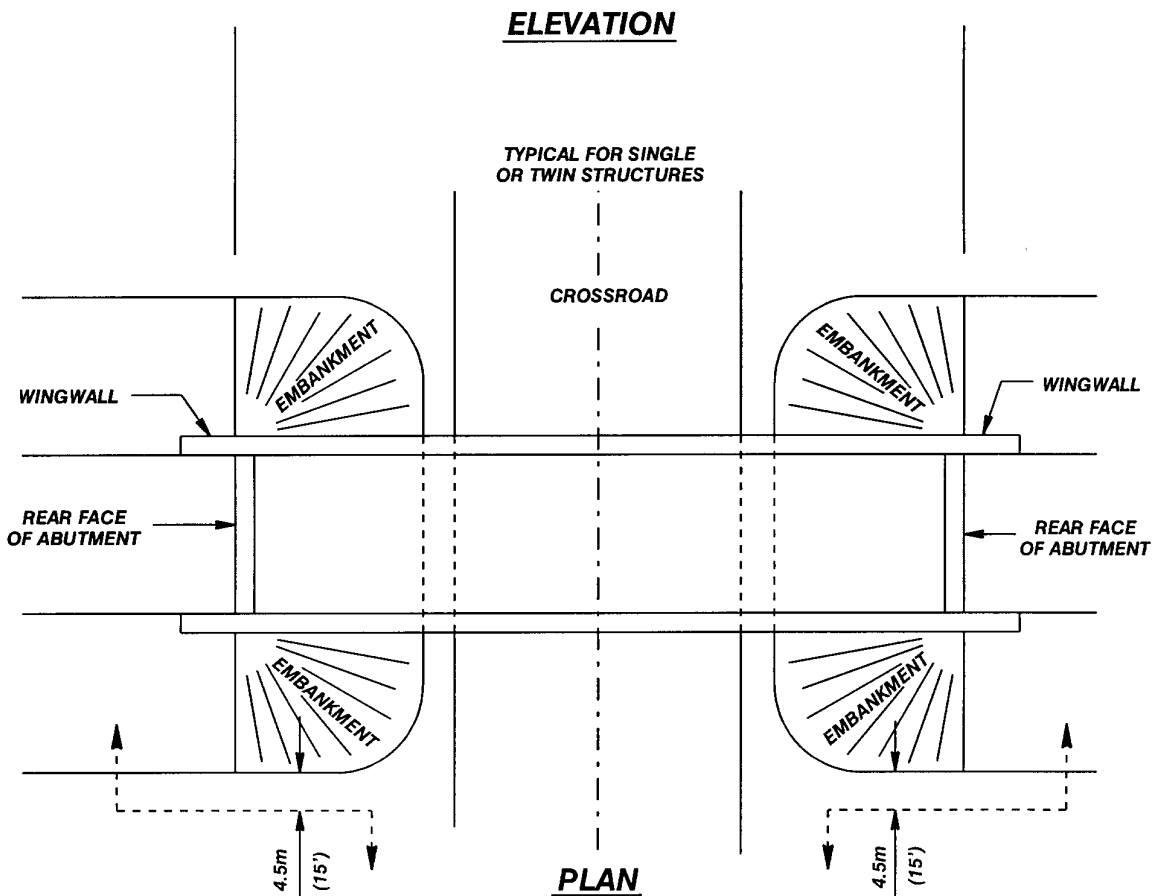
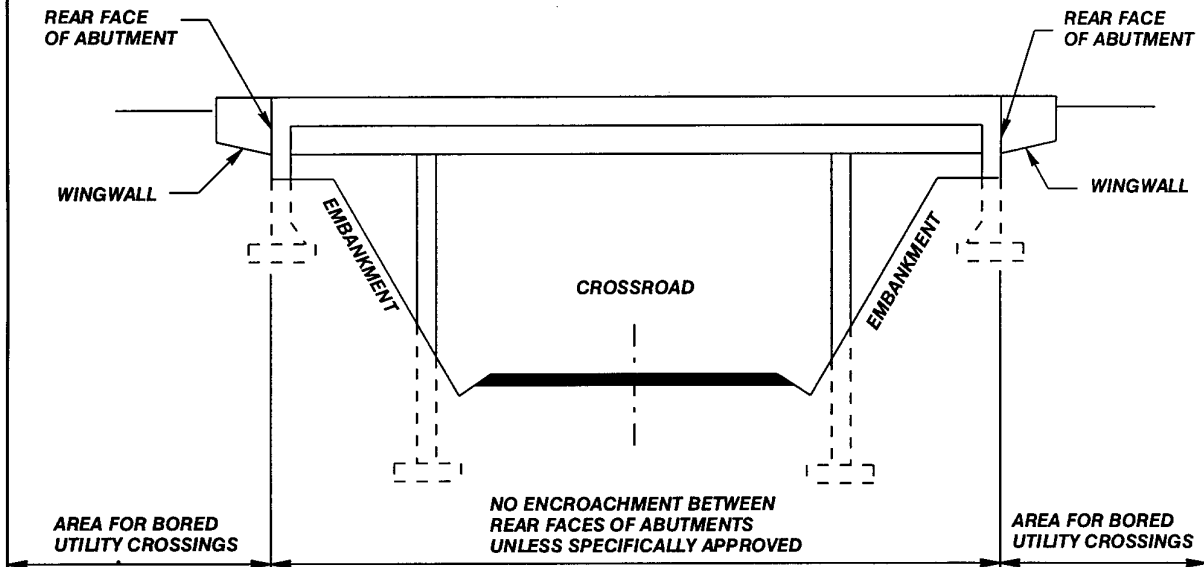


TRENCH CONSTRUCTION



**WYOMING DEPARTMENT OF TRANSPORTATION
UTILITY ENCROACHMENT
AT
GRADE SEPARATION
DETAIL "C"**

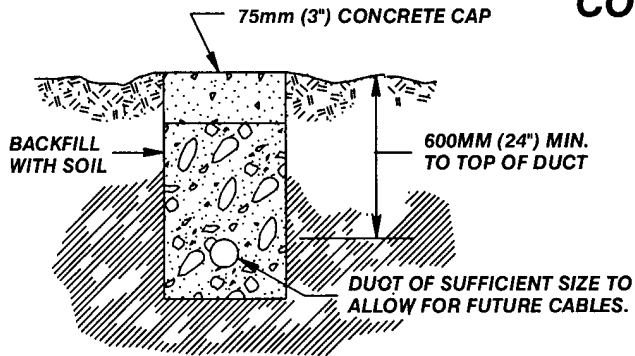
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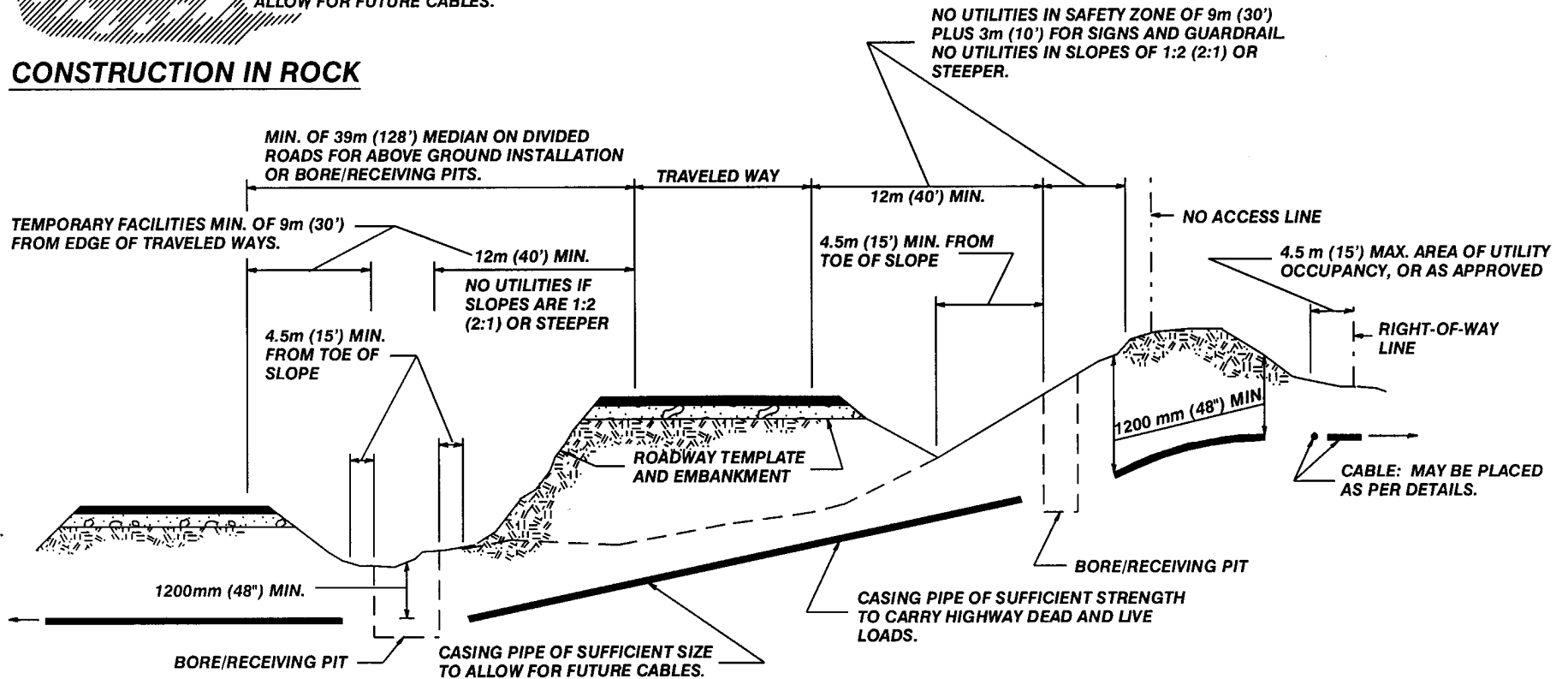
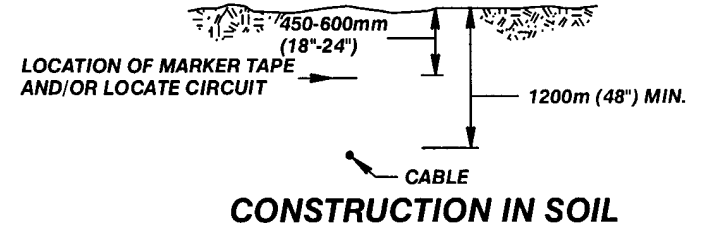
**WYOMING DEPARTMENT OF TRANSPORTATION
FIBER OPTICS
CONSTRUCTION DETAILS
FOR
RURAL AREAS
DETAIL "A"**

(NO SCALE)

NATURAL GROUND RESTORATION
AS PER DEPARTMENT STANDARDS.



CONSTRUCTION IN ROCK



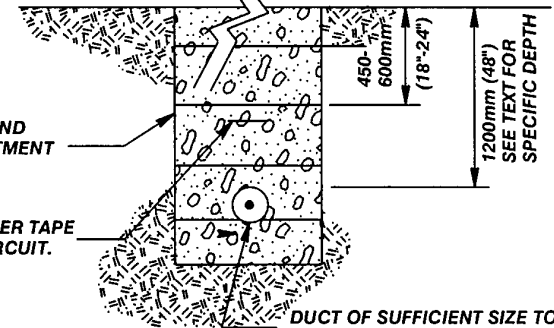
**WYOMING DEPARTMENT OF TRANSPORTATION
FIBER OPTICS
CONSTRUCTION DETAILS
FOR
URBAN AREAS
DETAIL "B"**

(NO SCALE)

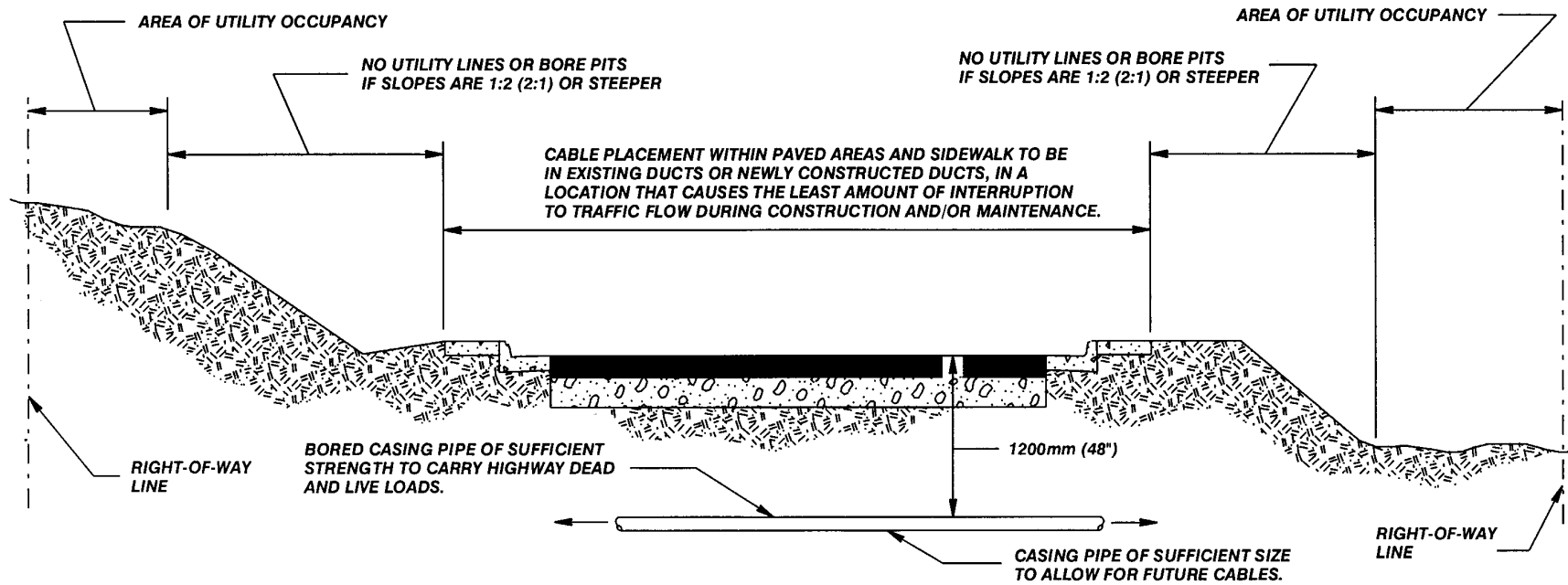
NATURAL GROUND AND/OR PAVEMENT
RESTORATION AS PER DEPARTMENT
STANDARDS.

TRENCH BACKFILL IN LIFTS AND
COMPACTED AS PER DEPARTMENT
STANDARDS.

LOCATION OF MARKER TAPE
AND/OR LOCATE CIRCUIT.

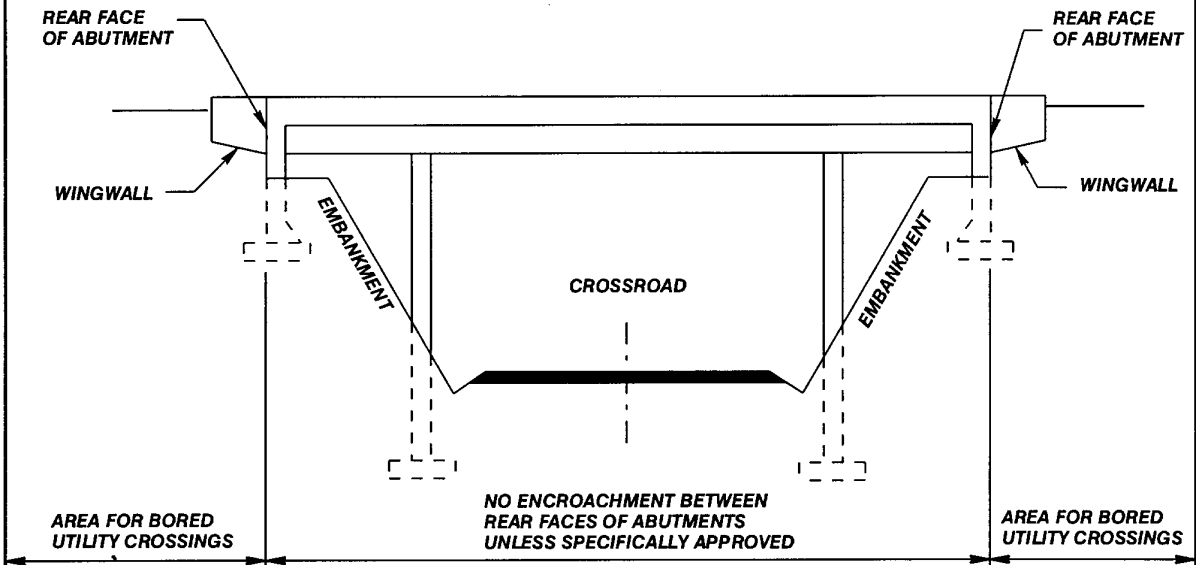


DUCT OF SUFFICIENT SIZE TO
ACCOMMODATE FUTURE CABLES.



**WYOMING DEPARTMENT OF TRANSPORTATION
FIBER OPTICS ENCROACHMENT
AT
GRADE SEPARATION
DETAIL "C"**

(NO SCALE)



ELEVATION

TYPICAL FOR SINGLE OR TWIN STRUCTURES

