

ADDENDUM NO. 1 for
93rd NB Ramp Improvements
Issued May 24, 2019

The following shall modify the Contract Documents and the work shall be accomplished in accordance with such modifications. It is requested that this addendum be stapled to the Bid Documents.

IMPORTANT: THIS ADDENDUM SHOULD BE ACKNOWLEDGED IN YOUR BID FORMS WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

Contents: This Addendum No. 1 contains the Construction Agreement between WSDOT & The Chehalis Tribe. All bidding contractor's are hereby notified and agree to the requirements placed on the contractor through this Construction Agreement.

Distribution: This Addendum No. 1 is distributed to all prospective bidders via the Chehalis Tribe's project website.

Acknowledgement of Receipt of Addendum: All prospective bidders are instructed to incorporate this revision into their bids and to complete the acknowledgement of receipt of addenda in the Bid Proposal. Failure to do so may result in the Bid being rejected as not responsive.



<h2 style="text-align: center;">Construction Agreement</h2> <p style="text-align: center;">Construction by Local Agency on State Highway Right of Way at Local Agency Expense</p>			Local Agency Contact Name Bryan Sanders Title Transportation Manager Address 18020 Anderson Rd Oakville, WA 98568 Phone 360-709-1767 Email Bryan.Sanders@chehalistribe.com
			Agreement Number GCB 3149
State Route Number 121	Mile Post 7.66	Control Section 3408	Description of Improvements This project proposes to construct improvements to the NB on and off-ramps at 93rd avenue including installing a new signal and minor work on SR 121. Activities include roadway ex., grading, surfacing, paving, pavement markings, illumination, erosion control, permanent signing, and erosion control.
Exhibits Attached Exhibit "A": Special Provisions - 8 pages Exhibit "B": WSDOT Right-of-Way Plans - 1 sheet Exhibit "C" Contract Special Provisions - 45 pages Exhibit "D" Contract Plan Sheets - 26 sheets Exhibit "E" Soil Exploration Plan - 1 sheet			

This Agreement is entered into between the Washington State Department of Transportation (WSDOT) and the above named governmental entity hereinafter called the (Agency), hereinafter referred to individually as the "Party" and collectively as the "Parties" (i.e. the TRIBE or Tribe)

(Note: The WSDOT Construction Agreement (CA) is an agreement between WSDOT and the Agency (i.e. the TRIBE). While the WSDOT CA, including WSDOT's Special Provisions (Appendix A) references the TRIBE has responsibility for all matters, the Contractor will be mostly the responsible for many of the requirements identified under this CA, under the Contract between with the TRIBE. Following are clarifications for the purposes of identifying what entity will actually be the responsible party as part of the CA.

Recitals

1. The Agency wishes to construct certain improvements on state highway right of way located within (a) a county, (b) a state limited access facility inside city limits, or (c) on areas under state jurisdiction within city streets that form part of the state highway system, (hereinafter, "Improvements").
2. WSDOT is willing to authorize the Agency to construct the Improvements subject to the terms and conditions identified in this Agreement.
3. In addition to the provisions below, construction, maintenance, and/or operation of the Improvements are subject to the Special Provisions, attached as Exhibit A, which set forth Agency and Improvements requirements specific to the type of state highway facility on which the Improvements will be constructed.

Now, Therefore, pursuant to RCW 47.28.140, RCW 47.24.020, and/or chapter 39.34 RCW, the above recitals, which are incorporated herein as if set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and in the Exhibits attached hereto and hereby made a part of this Agreement,

It Is Mutually Agreed as Follows:

1.0 Purpose of Agreement

The Agency provided WSDOT with its Plans and Specifications for the proposed Improvements, and WSDOT has reviewed and agreed with the plans and specifications, unless otherwise modified pursuant to the terms of this Agreement. The Agency agrees to and shall construct, operate and/or maintain the Improvements in accordance with the terms of this Agreement.

2.0 Right of Entry

2.1 Agency

Subject to the terms of this Agreement, WSDOT hereby grants to the Agency, its authorized agents, contractors, subcontractors, and employees, a right of entry upon state-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 Improvements.

If WSDOT has approved any limited access breaks for the Improvements, the Agency shall comply with the terms and conditions of such approval.

2.2 WSDOT

The Agency hereby grants to WSDOT, its employees, authorized agents, contractors, and subcontractors, a right of entry upon all Agency-owned property necessary for WSDOT's design review, inspection, and, as applicable, maintenance and/or operation of the Improvements as provided in Section 6, below.

3.0 Construction

3.1 Documents on Site

Copies of this Agreement shall be kept at the **Contractor's** project office and by the Agency or its contractor at the construction site. The Agreement shall be shown, upon request, to any state representative or law enforcement officer.

3.2 Pre-Construction Conference

Prior to the beginning of construction, a preconstruction conference shall be held at which WSDOT, the Agency, and the Agency's contractor (if applicable) shall be present. The Agency shall give a minimum of five (5) working days notice to WSDOT's construction representative prior to holding the pre-construction conference. Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.

3.3 Construction of Improvements

3.3.1 The **Contractor** shall construct the Improvements as shown on the attached Exhibits at the Agency's expense; WSDOT shall not be required to contribute to the Improvements construction. Any proposed changes to the Improvements' plans or specifications previously approved by WSDOT require further WSDOT review and prior written approval before implementing the changes.

3.3.2 The **Contractor** agrees and shall construct the Improvements to the satisfaction of WSDOT. All material and workmanship shall conform to the Washington State Department of Transportation's Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and amendments thereto, and shall be subject to WSDOT inspection. The parties agree that WSDOT inspections and acceptances regarding the Improvements are solely for the benefit of WSDOT and not for the benefit of the Agency, the Agency's contractor (if any), or any third party.

3.3.3 No excavation shall be made or obstacle placed within the limits of the state-owned, or under state jurisdiction, highway right of way in such a manner as to interfere with the construction of, operation of, maintenance of and/or travel over the state highway, unless the Agency obtains WSDOT's prior written authorization.

3.4 Construction Schedule

In addition to the requirements in Section 3.2, WSDOT may, at any time, request a construction schedule or updates thereto from the Agency, showing critical dates and activities that will lead to the timely completion of the Improvements. The Agency shall notify WSDOT's construction representative of any changes to the construction schedule at least three (3) working days prior to implementation. Working days are defined in Section 3.2.

3.5 Local Agency Representative

Should the Agency choose to perform the work outlined herein with other than its own forces, an Agency representative shall be present on-site at all times during performance of the work, unless otherwise agreed to by WSDOT. Where the Agency chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. Should the Agency

fail to comply with this section, WSDOT, in its sole discretion, may restrict any further Agency work within state highway right of way until the requirements of this section are met. All contact between WSDOT and the Agency's contractor shall be through an authorized representative of the Agency.

3.6 Supervision of Work

The **Contractor** at its own expense, shall adequately police and supervise construction of the Improvements by itself, its contractor, subcontractor, or agent, and others, so as not to endanger or injure any person or property. The **Contractor's** responsibility for the proper performance, safe conduct, and adequate policing and supervision of the work shall not be lessened or otherwise affected by WSDOT's review and concurrence with the Agency's plans, specifications, or work, or by WSDOT's construction representative's presence at the work site to assist in determining that the work and materials meet this Agreement's requirements.

3.7 Required Permits

The Agency shall obtain all necessary Federal, State, and Local Permits including, but not limited to, permits required by the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, U.S. Army Corps of Engineers, and the National Environmental Policy Act (NEPA) prior to beginning construction.

3.8 Compliance with Clear Zone Guidelines

The Agency hereby certifies that the Improvements described in this Agreement are in compliance with the State's Clear Zone Guidelines as specified within WSDOT's Utilities Manual (publication M 22-87.01). If applicable, for Improvements constructed within the Agency's city streets that form part of the state highway system, the Agency may apply its own clear zone guidelines in lieu of WSDOT's guidelines.

3.9 Protection of Property

Unless authorized by WSDOT or other affected property owner in writing, the **Contractor** shall assure that all public and private property, including but not limited to signal equipment, signs, guide markers, lane markers, and utilities, are not damaged, destroyed, or removed. If any such property is damaged, destroyed, or removed without prior written authorization, the **Contractor** shall notify WSDOT's construction representative within eight (8) hours of such damage, destruction or removal.

The **Contractor** shall replace, repair, or fully restore any private or public property that is damaged, destroyed, or removed to WSDOT's sole satisfaction.

The **Contractor** shall not disturb, remove, or destroy any existing Survey Monument before first obtaining a Washington State Department of Natural Resources (DNR) permit. The **Contractor** agrees that resetting Survey Monuments shall be done by or under the direct supervision of a Licensed Professional Land Surveyor.

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

3.10 Cultural Resources

If any archaeological or historical resources are revealed in the work vicinity, the **Contractor** shall immediately **stop** work, notify WSDOT's construction representative and retain a US Secretary of the Interior's qualified archaeologist. Said archaeologist shall evaluate the site and make recommendations to WSDOT regarding the continuance of the work.

3.11 Clean Up

Upon completion of the work, the **Contractor** shall immediately remove all rubbish and debris and shall leave the state highway right of way neat and presentable to WSDOT's sole satisfaction. **Contractor** agrees to take corrective action if directed by WSDOT.

3.12 Failure to Complete Project

Should for any reason, the Agency decide not to complete the Improvements in a timely manner after construction has begun, WSDOT shall determine what work must be completed to restore WSDOT facilities and right-of-way to a condition and configuration that is safe for public use. If the Agency or its contractor is not able to restore WSDOT facilities and right-of way, WSDOT may perform or contract to perform, the restoration work at the Agency's sole expense. The Contractor agrees that all costs associated with Agreement termination, completing WSDOT facility and right-of way restoration, will be the sole responsibility of the Contractor.

This section shall survive Agreement termination.

4.0 Acceptance of Improvements

4.1 Final Inspection

The Contractor shall notify WSDOT, in writing, of its completion of the Improvements within five (5) working days, as defined in section 3.2, of such completion. The Contractor shall include in the written notice a proposed date on which to meet with WSDOT for the purpose of conducting a final inspection of the Improvements.

WSDOT will not make its final inspection of the Improvements until all Contractor construction work required under this Agreement has been completed.

4.2 State's Acceptance

4.3.1 WSDOT will provide the Agency with a Letter of Acceptance for the Improvements after the following items have been completed:

- (a) Satisfactory completion of the Improvements and all Agency obligations hereunder;
- (b) Final inspection of the Improvements;
- (c) Submittal by the Agency to WSDOT of a complete set of as-built plans for the Improvements;
- (d) Receipt of material acceptance documentation by WSDOT (if required under the Special Provisions hereto); and
- (e) Final payment pursuant to Section 7.

(based on
Redlined Plans
provided by the
Contrator, showing
any changes to
Contract Drawings)

(Note: Payment applies to the Tribes JC account, and will paid for by the Tribe for inspection services (i.e same as was for design review)

The Letter of Acceptance shall not waive any potential claims against the Agency or its contractor for defective work or materials, nor bar WSDOT from requiring the Agency to remedy any and all work deficiencies not identified by WSDOT during its inspection.

4.3.2 WSDOT may withhold acceptance of the Improvements by submitting written notification, including the reason(s) for withholding acceptance, to the Agency, within thirty (30) calendar days following the final inspection. The parties shall work together in good faith to resolve the outstanding issues identified in WSDOT's written notification. If any issues cannot be resolved within forty five (45) calendar days after WSDOT's notification, the parties mutually agree to seek resolution of the issues through the process described in Section 8.7.

4.3.3 Upon resolution of the outstanding issues, WSDOT will deliver the Letter of Acceptance to the Agency.

4.3.4 The Agency shall continue to be responsible for all actual direct and related indirect costs to WSDOT, including inspection and monitoring, until the disputed issue(s) has been resolved and a Letter of Acceptance has been issued.

5.0 Insurance and Indemnification

5.1 Insurance

The Contractor must provide proof of the following insurance coverage prior to performing any work within state highway right of way:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability; this coverage may be any combination of primary, umbrella and/or excess coverage affording total liability limits of not less than \$3 million per occurrence/\$3 million general 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; this coverage may be any combination of primary, umbrella and/or excess coverage affording total liability limits of not less than \$1 million per accident;
- c) Employers Liability (Stop Gap) insurance covering the risks of Agency'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;

Such insurance policies or related certificates of insurance shall name the Washington State Department of Transportation (WSDOT) as an additional insured on all general liability, automobile liability, employers' liability, and excess policies, using form CG 2010 11 85 or similar endorsement approved in advance by WSDOT. The additional insured coverage afforded shall be "primary and non-contributory" with respect to any other coverage which may be available to WSDOT. All coverages afforded to WSDOT as an additional insured shall also contain a waiver of subrogation endorsement made in favor of WSDOT. The Agency may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. The Agency must provide WSDOT with adequate documentation of self insurance prior to performing any work within state highway right of way. Should the Agency no longer benefit from a program of self-insurance, the Agency agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

5.2 Indemnification and Contractor

The Agency, its successors and assigns, agree to indemnify, defend, and hold harmless the State of Washington and its officers and employees, from all claims, demands, damages (both to persons and/or property), expenses, regulatory fines, and/or suits that: (1) arise out of or are incident to any acts or omissions by the Agency, its agents, contractors, and/or employees, in the use of the state highway right of way as authorized by the terms of this Agreement, or (2) are caused by the breach of any of the conditions of this Agreement by the Agency, its contractors, agents, and/or employees. The Agency, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington and its officers and employees, 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 and employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and employees and (b) the Agency, its agents, contractors, and/or employees, 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 concurrent acts or omissions of the State of Washington, its officers and employees and the Agency, its agents, contractors, and/or employees.

The Contractor agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction, operation and/or maintenance of the Improvements under this Agreement. For this purpose, the Agency, by mutual negotiation, hereby waives with respect to WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

This indemnification and waiver shall survive the termination of this Agreement.

6.0 Maintenance

6.1 General Maintenance Responsibilities

Unless otherwise agreed to pursuant to a separate written agreement between WSDOT and Agency, upon completion of the Improvements authorized herein, all future operation and maintenance of the Improvements shall be in accordance with each party's ownership and/or jurisdictional responsibilities as follows:

- a) For Improvements on state-owned highway right of way located within unincorporated county limits and/or within any limited access highway rights of way: WSDOT has sole ownership, operation and maintenance responsibilities for the Improvements.

b) For Improvements located inside city limits within managed access highway rights of way: Ownership, operation and maintenance responsibilities shall be apportioned between the city and WSDOT pursuant to chapter 47.24 RCW and the City Streets as Part of State Highways Guidelines developed between the Association of Washington Cities and WSDOT, as may be revised from time to time.

6.2 Emergency Work by WSDOT

If WSDOT determines in good faith that emergency work to any Improvements to be maintained by the Agency, as provided in Section 6.1(b) hereunder, is immediately needed to protect (a) any aspect of the state highway, or (b) to secure the safety of the traveling public, as a result of a failure of the Agency's Improvements, such work may be performed by WSDOT without prior approval of the Agency, and the Agency agrees to pay WSDOT's reasonable cost and expense for performing the work. The Agency will be notified of the emergency work and the necessity for it at WSDOT's earliest opportunity. WSDOT shall provide to the Agency a detailed invoice for such emergency work, and the Agency agrees to make payment within thirty (30) calendar days of the date of the invoice.

The terms of this section shall survive the termination of this Agreement.

7.0 Payment

7.1 Reimbursable Costs

The Agency shall reimburse WSDOT for all actual direct and related indirect costs incurred by WSDOT under this Agreement. Such costs include, but are not limited to, agreement preparation, plan review, including review of proposed revisions to plans and specifications contained in the Exhibits, construction inspection, and administrative overhead.

7.2 Invoices

WSDOT shall provide detailed invoices to the Agency for WSDOT-performed work as required under this Agreement. The Agency agrees to make payment within thirty (30) calendar days from the date of a WSDOT invoice. The Agency agrees that if it does not make payment within thirty (30) calendar days after the date of a WSDOT invoice, the invoice amount shall bear interest at the rate of one percent per month or fraction thereof until paid.

8.0 Miscellaneous Terms

8.1 Failure to Comply with Terms and Conditions

Any breach of the terms and conditions of this Agreement, or failure on the part of the Agency to proceed with due diligence and in good faith in the construction and maintenance of the Improvements provided for herein, shall subject this Agreement to be terminated, and WSDOT, in its sole discretion, may require the Agency to remove all or part of the Improvements constructed hereunder at the Agency's sole expense. If the Agency fails to effect such removal of its Improvements, the removal may be performed by WSDOT without prior approval of the Agency, and the Agency agrees to pay WSDOT's reasonable cost and expense for performing the work. WSDOT shall provide to the Agency a detailed invoice for such removal work, and the Agency agrees to make payment within thirty (30) calendar days of the date of the invoice pursuant to Section 7. ~~The Contractor shall reimburse the Tribe any cost due to the contractor's due to any any breach on their part.~~

8.2 Term of Agreement

Should the Agency not begin ^{authorization to begin} construction within eighteen (18) months after the date of execution, the Agreement shall automatically terminate, unless WSDOT, in its sole discretion, grants a time extension. As part of any time extension granted by WSDOT, the Plans and Specifications attached hereto must be revised to meet WSDOT's most current design and construction standards. If this Agreement is terminated, the Agency may be required to repeat the entire application, review, and approval process in WSDOT's sole discretion.

Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed by the parties and shall continue until the Improvements are accepted by WSDOT pursuant to Section 3 or as otherwise provided herein.

8.3 Assignment of Agreement

No assignment or transfer of this Agreement 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 Agreement.

8.4 Non-Exclusivity

This Agreement 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 of like or other nature 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.

8.5 Audit Records

All Improvement records, including labor, material and equipment records in support of all WSDOT costs shall be maintained by WSDOT for a period of six (6) years from the date of termination of this Agreement. The Agency shall have full access to and right to examine said records during normal business hours and as often as it deems necessary, and should the Agency require copies of any records, it agrees to pay the costs thereof. The parties agree that WSDOT work performed herein is subject to audit by either or both parties and/or their designated representatives and/or state and federal government.

8.6 Modification

This Agreement may be amended or modified only by the mutual agreement of the parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the parties.

8.7 Disputes

In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the Agency shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The parties shall equally share in the cost of the third disputes board member; however, each party shall be responsible for its own costs and fees.

8.8 Venue and Attorneys Fees

In the event that either party to this Agreement deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington Superior Court. Further, the parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

8.9 Independent Contractor

The Agency shall be deemed an independent contractor for all purposes under this Agreement, and the employees of the Agency or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees or agents of WSDOT.

8.10 Termination of Agreement

Neither party may terminate this Agreement without the concurrence of the other party, except as otherwise provided under Section 8.2. Termination shall be in writing and signed by both parties. If this Agreement is terminated prior to the fulfillment of the terms stated herein, the Agency shall reimburse WSDOT for its actual direct and related indirect expenses and costs incurred up to the date of termination. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

In Witness Whereof, the parties hereto have executed this Agreement as of the party's date last signed below.

Requesting Entity	Washington State Department of Transportation
Signature: _____	Signature: _____
By: _____ Print Name	By: _____ Print Name
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT "A"

Special Provisions (8 pages)

WSDOT Special Provisions for Construction Agreement

Construction Agreement Number: GCB 3149

These Special Provisions, in no way relieve the responsibility of the AGENCY or their authorized agents, contractors, subcontractors, and employees (hereinafter called the AGENCY) to meet the requirements of the WSDOT Standard Specifications and Standard Plans, for the work proposed by this agreement (hereinafter called the "Improvements").

Applicable provisions are denoted by a checked box (☒)

☒ 1. **WSDOT REPRESENTATIVE / NOTICE TO PROCEED**

No Improvements provided for herein shall be performed until the AGENCY is authorized by the following WSDOT representative:

Mark Frye – Materials Engineer (Office: 360-357-2852)

Mark Stevens - Inspector (Cell: 253-221-3186)

Materials Office

5720 Capitol Blvd SE Bldg. 7

Tumwater, WA 98501-5201

☒ 2. **PLAN CHANGES**

• **AGENCY CHANGE ORDERS / ADDENDAS**

Changes to any previously approved plans affecting WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction must be reviewed and approved in writing by WSDOT prior to execution and implication.

• **WSDOT REQUIRED CHANGES OR 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, and/or Project Special Provisions.

☒ 3. **EXPIRATION DATE**

Should construction not begin within Eighteen (18) months after the Date of Execution, the Agreement shall be canceled unless a time extension is granted. If this Agreement is canceled, it shall be necessary to repeat the entire application, review, and approval process.

☒ 4. **WORKING DAYS**

The project Improvements within the WSDOT owned highway right-of-way shall be physically completed within the below listed working days, unless additional working days are approved in writing by WSDOT:

65 working days from commencement of said Improvements.

Failure by the Contractor to complete the Improvements within the allotted working days, as determined solely by WSDOT, may result in WSDOT completing the Improvements at the expense of the Contractor. The Contractor agrees to reimburse WSDOT's actual direct and related indirect costs and expenses for WSDOT completing the Improvements or other actions deemed appropriate and reasonable by WSDOT.

☒ 5. **EMERGENCY REMEDIATIONS**

The Contractor agrees to immediately implement any emergency remediation(s) needed to restore WSDOT owned facilities and/or WSDOT owned highway right-of-way to a condition and configuration that is safe for public use. Any disruption to anything electrical, including but not limited to traffic signals, illumination, traffic detection systems (e.g. loops, radar, video), and Intelligent Transportation Systems requires immediate remediation.

WSDOT's Construction Representative, and/or Olympic Region Traffic Management Center (TMC) shall be notified immediately if any emergency remediation(s) are required. The Olympic Region TMC is a 24/7 operation that provides a centralized radio communications center for WSDOT and may be reached by phone at: 253-538-3300 and/or 800-260-4214.

If the Contractor is not able to immediately restore the WSDOT owned facilities and/or WSDOT owned highway right-of-way, WSDOT may perform or contract to perform, the restoration or emergency work at the Contractor's sole expense. The Contractor agrees that all costs associated with WSDOT's work, completing WSDOT owned facilities and WSDOT highway right-of-way restoration, will be the sole responsibility of the AGENCY. This section shall survive Agreement termination.

☒ 6. **PROTECTION OF PROPERTY**

The Contractor shall assure that all public and private property, including but not limited to, traffic control devices, survey monuments, utilities, stormwater facilities, fences, and mail boxes on or near the project are not damaged, destroyed, or removed. If any such property is disturbed, WSDOT's Construction Representative shall be notified within eight (8) hours. Any public or private property that is damaged, removed, relocated or rendered less functional shall be replaced, repaired, or fully restored to the satisfaction of WSDOT's Construction Representative.

☒ 7. **PROGRESS SCHEDULE**

A progress schedule per WSDOT Standard Specifications Section 1-08.3 shall be submitted prior to beginning the Improvements.

☒ 8. **DELAY TO WSDOT CONTRACTS**

The Contractor agrees to schedule and perform the Improvements herein in such a manner as not to delay WSDOT's contractor in the performance of any WSDOT contract in the area. WSDOT shall in no way be held liable for any damage to the AGENCY, by reason of any such work activities by WSDOT, its agents or representatives, or by the exercise of any rights by WSDOT upon any applicable roads, streets, public places, or structures.

☒ 9. **PERMITS FROM OTHER AGENCIES**

The AGENCY shall be responsible for obtaining any necessary Federal, State, and Local Permits including, but not limited to Washington State Department of Ecology, Washington State Department of Fish and Wildlife, U.S. Army Corps of Engineers, and the National Environmental Policy Act (NEPA) prior to the beginning of construction.

☒ 10. **DOCUMENTS ON SITE**

Copies of this Agreement, protected from the elements at all times during any construction authorized by said Agreement, shall be kept at the project construction site. The Agreement shall be shown upon request to any WSDOT Representative or Law Enforcement Officer. If the Agreement package is not kept and made available at the project construction site, WSDOT may suspend the Contractor's work activities.

☒ 11. **INSPECTION AND ACCEPTANCE**

All Improvements are subject to monitoring and inspection by WSDOT. Upon completion of the Improvements, the Contractor shall request a final inspection for acceptance and approval by WSDOT.

☒ 12. **AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS**

All public entities are required to follow the *Americans with Disabilities Act of 1990* (ADA), regardless of funding sources. Wherever pedestrian facilities are intended to be a part of the transportation facility, federal regulations require that those pedestrian facilities meet ADA standards. All new construction or alteration of existing transportation facilities must be designed and constructed to be accessible to and usable by persons with disabilities per Title II of the ADA (28 CFR Part 35.151) and Section 504 regulations (49 CFR Part 27.7(c)).

Neither cost nor schedule are factors in determining whether the ADA standards can be met, nor are they factors in determining the feasibility of complying with the standard. An alteration project must be planned, designed, and constructed so that the required accessibility improvements occur at the same time as the alteration. The following are not considered Alteration Projects: Spot Pavement Repair, Liquid-Asphalt Sealing, Chip Seal (BST), Crack Sealing, and Lane Restriping that does not alter the usability of the shoulder.

If there is uncertainty as to whether a project meets the definition of an alteration project, the WSDOT Construction Representative and the AGENCY's Representative shall consult with the WSDOT Regional ADA Coordinator. If a situation is encountered where it may not be possible to fully meet the applicable accessibility requirements during alterations of existing facilities, the WSDOT Construction Representative and the AGENCY shall consult with the WSDOT Regional ADA Coordinator in order to develop a workable solution to meet the accessibility requirements to the Maximum Extent Feasible (MEF).

☒ 13. **TRAFFIC CONTROL AND PUBLIC SAFETY**

• **TRAFFIC CONTROL PLANS (TCP's)**

Prior to construction and/or maintenance of this facility, the Contractor shall submit Traffic Control Plans to WSDOT for review and approval at least ten (10) days in advance of the time that signing and other traffic control devices will be required. These TCP's shall be in compliance with The Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways – Part 6 (Temporary Traffic Control) <https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part6.pdf> and Washington State modifications thereto. All TCP's shall be site specific, unless allowed otherwise by WSDOT.

Contractor shall write a letter to the Tribe accepting the Traffic Control Plans shown in the Contract Drawings. If the Contractor chooses to develop their own Traffic Control Plans, or alter the Plans they shall

• **MODIFICATION OR REVOCATION OF APPROVED TRAFFIC CONTROL PLANS**

WSDOT reserves the right to modify or revoke any Traffic Control Plan at any time due to unexpected emergencies, safety concerns, or other operational situations that may adversely impact the traveling public. All costs and time delays associated with modification or revocation shall be borne by the AGENCY. WSDOT shall in no way be held liable for any delays, costs, or other damages to the AGENCY by reason of any such WSDOT action.

• **PERMITTED HOURS FOR LANE CLOSURES / WSDOT NOTIFICATION**

The working hours within WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction for this project are restricted per the Approved Traffic Control Plan(s). Any extension of these hours must be requested in writing and approved by WSDOT in writing prior to implementation. Weekend or Holiday work is not permitted without prior written permission from the WSDOT. Five (5) working days written notification shall be given to the WSDOT Representative prior to any lane closure.

• **LIQUIDATED DAMAGES**

The Contractor agrees to pay the following liquidated damages from the reimbursable account established for this Agreement for failure to open the traveled way as specified:

\$500 liquidated damages per 15 minutes for each 15-minute period (prorated to the nearest 5 minutes) when a lane remains closed beyond the scheduled opening time. The liquidated damages is per each lane that is closed.

• **SUSPENSION OF TRAFFIC CONTROL OPERATIONS**

WSDOT reserves the right to suspend all lane and shoulder closure operations due to unexpected emergencies or impediments to the flow of traffic. All costs associated with this suspension shall be borne by the AGENCY.

• **HAZARD PROTECTION**

All hazards to vehicular, pedestrian, and bicycle traffic shall be marked by warning signing, barricades, and lights.

☒ 13. TRAFFIC CONTROL AND PUBLIC SAFETY (continued)

• **STORAGE OF EQUIPMENT AND MATERIALS**

All lanes shall be open and the shoulders shall be clear of construction equipment and materials during non-working hours. The Work Zone Clear Zone (WZCZ) applies during working and non-working hours. The WZCZ applies only to temporary roadside objects introduced by the AGENCY's work operations and does not apply to pre-existing conditions. Those work operations that are actively in progress shall be in accordance with the adopted and approved Traffic Control Plan(s) and other contract or construction agreement requirements.

During nonworking hours, equipment or materials shall not be within the WZCZ unless they are protected by guardrail or barrier. The use of temporary concrete barrier shall be permitted only if WSDOT approves the installation and location. During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

• **NON-ESSENTIAL VEHICLES**

Non-essential vehicles and employees private vehicles shall not be allowed to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing, and WSDOT has provided written approval.

☒ 14. TRAFFIC CONTROL SUPERVISOR

The Contractor shall employ an individual or individuals to perform the duties of Full-Time Traffic Control Supervisor (TCS), certified by WSDOT. The TCS shall be responsible for safe implementation of Approved Traffic Control Plans. The TCS shall be present on the project whenever flagging, spotting, or other traffic control is being utilized. The TCS shall be responsible for having a current set of approved Traffic Control Plans, inspecting traffic control devices and nighttime lighting for proper location, installation, message, cleanliness, and effect on the traveling public. Traffic control devices shall be inspected at least once per hour during working hours. The TCS shall correct, or arrange to have corrected, any deficiencies noted during these inspections. The Contractor shall maintain 24-hour telephone numbers at which the TCS can be contacted and be available on the job site within one (1) hour of notification from the WSDOT Construction Representative if outside of the specified working hours.

☒ 15. WORKER VISIBILITY

• **FLAGGER APPAREL**

Traffic Control Supervisors, Flaggers, Spotters, and others performing Traffic Control Labor of any kind shall comply with the following: (1). During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ISEA 107-2015 Class 2 or 3 vest or jacket, and hardhat meeting the high-visibility headwear requirements of WAC 296-155-305; and (2). During hours of darkness (½ hour before sunset to ½ hour after sunrise) or other low visibility conditions (snow, rain, fog, etc.), workers shall wear a high-visibility ANSI/ISEA 107-2015 Class 2 or 3 vest or jacket, high-visibility lower garment meeting ANSI/ISEA 107-2015 Class E, and headwear meeting the high-visibility headwear requirements of WAC 296-155-305.

• **APPAREL - OTHER CONTRACTOR PERSONNEL:**

The Contractor shall require all other personnel in WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction (including Service Providers, Subcontractors, and lower tier Subcontractors) that are on foot in the work zone and are exposed to vehicle traffic or construction equipment to wear the high-visibility apparel meeting Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2015 publication titled "American National Standard for High Visibility Safety Apparel and Headwear".

☒ 16. MATERIALS AND QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

• **MATERIALS AND WORKMANSHIP**

All materials and workmanship shall conform to the WSDOT Standard Specifications for Road, Bridge and Municipal Construction, current edition, and amendments thereto, and shall be subject to inspection by WSDOT.

• **REQUEST FOR APPROVAL OF MATERIALS (RAM)**

The RAM shall be prepared by the AGENCY in accordance with the instructions on Form 350-071 and submitted to the WSDOT Construction Representative for approval before the material is incorporated into the Improvements. All material, including proposed Aggregate Sources, shall be listed on the RAM Form. Approval of the material does not constitute acceptance of the material for incorporation into the Improvements. Additional acceptance actions as noted on the RAM need to be completed prior to the materials being incorporated into the Improvements. When requesting approval of an item that requires fabrication, both the fabricator and the manufacturer of the base material shall be identified on the RAM. The current form 350-071 may be accessed online at: www.wsdot.wa.gov/Business/MaterialsLab/RAM.htm.

• **QUALIFIED PRODUCTS LIST (QPL)**

The most current QPL list available at the time the product is proposed for use shall be used. The QPL submittal shall be prepared by the Contractor in accordance with the instructions in the QPL and submitted to the WSDOT Construction Representative prior to use. The QPL identifies the approved products, the applicable specification section, and the basis for acceptance at the project level. The acceptance and use of these products is based upon additional job sampling and/or documentation. All additional acceptance actions need to be completed prior to the material being incorporated into the Improvements. Qualified products not conforming to the specifications, not fulfilling the acceptance requirements, or improperly handled or installed, shall be replaced at the Contractor's expense. If there is a conflict between the QPL and the contract, the provisions of the contract shall take precedence over the QPL. The current QPL may be accessed online at www.wsdot.wa.gov/biz/mats/qpl/qpl.cfm.

☒ 16. MATERIALS AND QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) (continued)

• **AGGREGATE SOURCE APPROVAL (ASA)**

All aggregates proposed for use on the project shall be from pre-approved WSDOT sources. Pre-approved sources can be found on WSDOT's ASA database which contains results of WSDOT preliminary testing of aggregate sources. The ASA database may be accessed online at: www.wsdot.wa.gov/biz/mats/ASA/ASASearch.cfm. This database is used by WSDOT to indicate the approval status of these aggregate sources for applications that require preliminary testing as defined in the contract. The ASA report identifies the currently approved applications for each aggregate source listed. The acceptance and use of these aggregates is contingent upon additional job sampling and/or documentation. Aggregates approved for applications on the ASA report not conforming to the specifications, not fulfilling the acceptance requirements, or improperly handled or installed, shall be replaced at the AGENCY's expense.

• **MATERIAL TESTING / REPORTING OF RESULTS**

All material testing is to be performed by the AGENCY or an Independent Certified Testing Laboratory of their choice. Copies of all test results shall be submitted to the WSDOT Construction Representative prior to beginning the next phase of construction. WSDOT reserves the right to verify the test results or to perform the testing.

• **FABRICATION INSPECTION**

The Contractor shall be responsible for scheduling inspection of fabricated items such as signal & illumination poles, anchor bolts, concrete j-boxes, ITS vaults, catch basins, manholes and risers, permanent signing etc. Once an item has been inspected and approved by WSDOT, the WSDOT Fabrication Inspector will stamp it "WSDOT Approved for Shipment", as this stamp becomes part of the permanent documentation record.

More information about which items require inspection and approval may be obtained at the State Materials Laboratory Homepage, which may be accessed online at: www.wsdot.wa.gov/Business/MaterialsLab/default.htm.

• **HOT MIX ASPHALT (HMA) DESIGN**

Prior to any paving operation, the Contractor shall submit WSDOT approved HMA Mix Design(s) from WSDOT's Qualified Products List (QPL) for use on this project.

• **PAVING OPERATIONS**

No paving operations will be allowed when it is raining or snowing. Written permission from the WSDOT Construction Representative shall be required if paving operations begin between October 1st of any year through March 31st of the following year. Surface temperature and other paving limitations as per WSDOT Standard Specifications shall be enforced.

• **PAVEMENT OPEN CUTS**

Open cuts for utility crossings will generally not be allowed. If an open cut is requested by the Contractor and approved by the WSDOT, the Contractor shall repair the open cut per WSDOT's pavement restoration detail requirements.

• **MATERIAL TRANSFERING DEVICE / VEHICLE**

Direct transfer of Hot Mix Asphalt (HMA) from the hauling equipment to the paving machine will not be allowed in the top 0.30 feet of the pavement section of HMA used in traffic lanes with a depth of 0.08 feet or greater. A Material Transfer Device or Vehicle (MTD/V) shall be used to deliver the HMA from the hauling equipment to the paving machine. HMA for pre-leveling, pavement repair, or HMA placed in irregularly shaped and minor areas such as road approaches, tapers, and turn lanes are excluded from this requirement. At the Contractor's request, the WSDOT Construction Representative may approve paving without an MTD/V. The MTD/V shall mix the HMA after delivery by the hauling equipment and prior to lay down by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the WSDOT Construction Representative.

• **ROLLERS**

The type of rollers to be used and their relative position in the compaction sequence shall generally be at the AGENCY's discretion, provided the specified densities are attained. An exception shall be that pneumatic tired rollers shall be used for compaction of the wearing course beginning October 1st of any year through March 31st of the following year. Coverage with a steel wheel roller may precede pneumatic tired rolling. Operation of the roller shall be in accordance with the manufacturer's recommendations. The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, or displacement of the mixture, or other undesirable results shall not be used.

• **QUALIFICATION of CONCRETE SUPPLIERS**

Concrete Batch Plant Prequalification requires a certification by the National Ready Mix Concrete Association (NRMCA). A copy of that Certificate shall be submitted to the WSDOT Construction Representative prior to placement of any cement concrete.

• **CONCRETE MIX DESIGN**

Prior to placement of any cement concrete, the Contractor shall submit WSDOT approved mix design(s) for use on this project to the WSDOT Construction Representative.

• **DRAINAGE STRUCTURES**

Only structures stamped "Approved" by the State's Materials and Fabrication Inspection Office shall be used on this project.

☒ 17. UNSUITABLE OR HAZARDOUS MATERIALS

If determined necessary by WSDOT, unsuitable or hazardous material encountered during any excavation shall be removed and replaced to the satisfaction of WSDOT at the AGENCY's expense. The replacement material shall be free-draining and granular, or other materials as determined by WSDOT's Construction Representative in accordance with the WSDOT Standard Specifications.

☒ 18. EROSION CONTROL / DRAINAGE

- **BEST MANAGEMENT PRACTICES (BMP'S)**

During construction of this project, the **Contractor** shall comply with all provisions of the WSDOT Highway Runoff Manual (HRM) or equivalent WSDOT approved plan and implement BMP's as detailed in the HRM to mitigate erosion.

- **WATER DISCHARGES ON THE PROJECT**

All discharges to WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction, if allowed on this project, 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).

☒ 19. INTERFERENCE TO STATE HIGHWAY DRAINAGE

If the Improvements done under this Agreement interferes in any way with the drainage of the state highway, the AGENCY shall wholly and at its own expense make such provision as WSDOT may direct to address said drainage.

☒ 20. DRAINAGE AND STRUCTURES

- **PIPE END TREATMENT**

All culvert pipes shall have beveled end sections and quarry spalls shall be placed around end of pipes in the bottom of the ditch, and on the side of the slopes.

- **UTILITY COVER ELEVATION**

All manholes, valve covers, and like appurtenances shall be constructed at such an elevation to conform to the shoulder slope from the edge of pavement or as directed by the WSDOT Construction Representative.

- **DRAINAGE STRUCTURES**

Only structures stamped "Approved" by WSDOT's Fabrication Inspection Office shall be used on this project.

☒ 21. UTILITIES AND SIMILAR FACILITIES

The AGENCY shall be responsible to obtain all necessary Utility Permits, Utility Franchises, and modifications thereto. WSDOT's approval and execution of this Agreement is separate from any other WSDOT and/or Local Agency approval(s) for utility work within WSDOT owned highway right-of-way, including new installations, removals, and relocations.

☒ 22. UTILITY LOCATES

The **Contractor** shall call the One-Number Locator Service for field location of Utilities prior to performing any Improvements that may damage Utilities and similar facilities. If no locator service is available for the area, notice shall be provided individually to those owners of utilities known to, or suspected of, having underground facilities within the area of the proposed Improvements.

☒ 23. LANDSCAPING ON WSDOT RIGHT-OF-WAY

- **PLANTINGS**

If the AGENCY desires to plant and/or cultivate any shrubs, trees, hedges, or other domestic or native ornamental growth on WSDOT owned highway right-of-way that is more extensive than regular WSDOT vegetation, the AGENCY shall obtain a Roadside Vegetation Permit (DOT Form 220-018) from WSDOT for the maintenance of the plantings.

- **IRRIGATION SYSTEMS**

If the AGENCY desires to install an irrigation system, the AGENCY may be required to obtain additional approval. The AGENCY shall be responsible for water and electrical costs.

☒ 24. DISTURBANCE OF EXISTING RIGHT-OF-WAY VEGETATION

Unless otherwise authorized by the WSDOT Construction Representative in writing prior to the start of any Improvements, this Agreement does not authorize the AGENCY, 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 WSDOT owned highway right-of-way under WSDOT jurisdiction. Should the **Contractor** anticipate that its Improvements will alter the appearance of WSDOT owned highway right-of-way vegetation or landscaping, the **Contractor** shall notify the WSDOT Construction Representative to obtain WSDOT's prior written approval of the AGENCY's proposed Improvements.

If WSDOT allows the AGENCY 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 appearance or functionality will not be altered or damaged. Should the **Contractor** damage or alter the appearance of WSDOT owned highway right-of-way vegetation or landscaping without WSDOT's prior written approval, the **Contractor** is subject to penalties provided for in RCW's 47.40.070, 47.40.080, and 4.24.630, as applicable.

☒ 25. RIGHT-OF-WAY RESTORATION

Upon completion of all Improvements, the AGENCY shall immediately remove all rubbish and debris from WSDOT owned highway right-of-way, leaving it in a neat, presentable, and safe condition to WSDOT's sole satisfaction. All drainage systems must be restored, cleared of obstructions, and fully operational before the Improvements will be accepted by WSDOT.

☒ 26. SURVEY MONUMENTS

The Contractor shall not disturb, remove, or destroy any existing survey monument before obtaining a permit from the Washington State Department of Natural Resources (DNR). Resetting survey monuments shall be done by or under the direct supervision of a registered Professional Engineer or Land Surveyor, in accordance with Chapter 332-120 WAC. A listing of Survey Monuments can be found at WSDOT's Geographic Services Office Website, which may be accessed online at: <http://www.wsdot.wa.gov/monument/searchBroad.aspx>.

☒ 27. ARCHAEOLOGICAL / HISTORICAL FINDINGS

If any archaeological or historical resources are revealed by or in the vicinity of the Improvements, the Contractor shall immediately stop work on the Improvements, notify the WSDOT Construction Representative, retain a qualified Archaeologist who shall evaluate the site, and make recommendations to the WSDOT Construction Representative regarding the continuance of the Improvements.

☒ 28. SEVERANCE AND SALE OF TIMBER AND OTHER PERSONALTY — REMOVAL OF NON-MARKETABLE MATERIALS

This Agreement is subject to RCW 47.12.140, and amendments thereto. This Agreement does not authorize the Contractor any right to cut or remove any trees or timber located on WSDOT right-of-way or upon WSDOT owned highway right-of-way under WSDOT jurisdiction without prior written approval from WSDOT.

☒ 29. ILLUMINATION CONSTRUCTION / MODIFICATION

• CONSTRUCTION

The Contractor shall assure that the construction and/or modification of all illumination installed within WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction meets all requirements of WSDOT.

• ILLUMINATION DURING CONSTRUCTION

Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.

• ILLUMINATION INSPECTION

The Contractor shall contact the WSDOT Construction Representative at least three (3) working days in advance of any inspection.

• SERVICE AGREEMENTS AND BILLING

WSDOT shall inspect and approve all new or modified service installations. Any new service shall be installed and made functional at the AGENCY's expense, including paying the monthly billing for these services. Any modifications made to an existing service shall be at the AGENCY's expense, including paying the monthly billing for these services during the time the modifications are being made. After completion of the Improvements by the AGENCY, and after acceptance and approval of the Improvements by WSDOT, the AGENCY shall then contact the applicable utility provider to begin the process of transferring the monthly billings for the service to WSDOT.

☒ 30. TRAFFIC SIGNAL CONSTRUCTION / MODIFICATION

• CONSTRUCTION / MODIFICATION

The Contractor shall assure that the construction and/or modification of traffic signals and illumination on signal poles installed within WSDOT owned highway right-of-way meets all requirements of WSDOT.

• TRAFFIC SIGNAL STANDARDS – APPROVAL

Traffic signal standards shall be furnished and installed in accordance with the methods and materials noted in the applicable Standard Plans and/or approved contract plans. If the proposed signal standards are not on WSDOT's pre-approved list, which may be accessed online at: www.wsdot.wa.gov/bridge/structures/light-signal-standards, Signal pole shop drawings (electronically, or three (3) sets of copies) shall be submitted to the WSDOT Construction Representative.

• TRAFFIC SIGNAL ILLUMINATION DURING CONSTRUCTION

Pre-existing traffic signal illumination shall be maintained and functional at all times during construction until the new traffic signal illumination is operational.

• TEMPORARY VIDEO DETECTION SYSTEM

If any traffic detection loop is scheduled to be disabled, a temporary video detection system shall be completely installed and made operational prior to any associated induction loop being disabled.

• TRAFFIC DETECTION LOOPS

The Contractor shall notify the WSDOT Construction Representative a minimum of five (5) working days in advance of any pavement removal, saw cutting, and/or grinding in areas with existing loops. All new traffic detection loops shall be installed after grinding or prior to paving the final lift of asphalt unless otherwise approved in writing by WSDOT's Construction Representative.

If the WSDOT Construction Representative suspects that damage to any traffic detection loop, not identified in the Plans as being replaced, may have resulted from Contractor operations or is not operating adequately, the WSDOT Construction Representative may order the AGENCY to perform the field tests specified in WSDOT Standard Specifications 8-20.3(14)D "Test for Induction Loops and Lead-In Cable". The test results shall be recorded and submitted to the WSDOT Construction Representative. Loops that fail any of these tests shall be replaced.

Traffic detection loops that fail the tests, as described above, and are replaced shall be installed in accordance with current WSDOT design standards and Standard Plans, as determined by the WSDOT Construction Representative. If traffic detection loops that fail the tests, as described above, are not replaced and operational within forty eight (48) hours, the Contractor shall install and maintain interim video detection until the replacement loops are operational. The type of interim video detection furnished shall be approved by the WSDOT Construction Representative prior to installation.

☒ 30. TRAFFIC SIGNAL CONSTRUCTION / MODIFICATION (continued)

• **TRAFFIC SIGNAL HEADS**

Unless approved in writing by the WSDOT Construction Representative, signal heads shall not be installed at any intersection until all other signal equipment is installed and the controller is in place, inspected, and ready for operation at that intersection, except that the signal heads may be mounted if the faces are covered with Signal Head Covering Material.

• **SIGNAL HEAD COVERING**

The signal head covering material shall be manufactured from a durable fabric material, black in color with a mesh front, and designed to fit the signal head configuration properly. The covers shall have an attachment method that will hold the cover securely to the signal in heavy wind. The covers shall be provided with a drain to expel any accumulated water.

• **TRAFFIC SIGNAL PRE-TURN-ON COORDINATION MEETING AND TESTING**

Prior to a traffic signal turn-on event, the Contractor shall conduct a pre turn-on coordination meeting with the following WSDOT personnel as applicable: the WSDOT Construction Representative, Electrical Inspector, Signal Operations Engineer, and Signal Maintenance Superintendent. The Contractor shall provide a minimum of five (5) days written notice of the proposed pre turn-on coordination meeting date and time. Unless approved otherwise by the WSDOT Construction Representative, the permitted hours for pre-turn-on coordination and testing shall be per the approved traffic control plan(s) for the specific operation.

• **TRAFFIC SIGNAL TURN-ON AND/OR SWITCHOVER OPERATIONS**

The Contractor shall contact the WSDOT Construction Representative at least five (5) working days prior to scheduling a signal turn-on. Prior to scheduling a turn-on date, the Contractor shall provide verification to the WSDOT Construction Representative that all required testing has been satisfactorily completed. The traffic signal turn-on procedure shall not begin until all required channelization, pavement markings, illumination, signs, and sign lights are substantially complete and operational unless otherwise allowed by the WSDOT Construction Representative. If the Contractor is directed to turn off the traffic signal, the Contractor shall schedule a new turn-on date with the WSDOT Construction Representative.

• **UNIFORMED POLICE OFFICER (UPO)**

A UPO shall be present during the entire traffic signal turn-on operation. The Contractor agrees to pay all UPO related costs.

• **PERMITTED HOURS FOR SIGNAL TURN-ON AND/OR SWITCHOVER OPERATIONS**

Unless approved by the WSDOT Construction Representative, the permitted hours for traffic signal turn-on or switchover shall be per the approved traffic control plan(s) for the specific operation. Signal switchover and turn-on operations are permitted only on Tuesday, Wednesday, or Thursday – except in the case of an emergency. No switchover or turn-on operations will be permitted on Monday, Friday, weekends, holidays, or the day preceding a holiday.

• **NEW SIGNAL AHEAD / SIGNAL REVISION WARNING SIGNING**

"NEW SIGNAL AHEAD" (W20-902) or "SIGNAL REVISION AHEAD" (W20-903) signs shall be installed in advance of all affected directions of travel on the project when a new traffic signal system is turned-on and made operational or when modifications to an existing signal are complete and operational. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by the WSDOT Construction Representative. These signs are 48" X 48" black letters on orange background, and shall be post mounted. The bottom of the sign shall be mounted seven (7) feet above the pavement elevation. Each sign shall have three (3) 12" by 12" fluorescent orange flags or flag signs mounted on both sides and on top of the sign. The flag signs shall be made of aluminum, durable cloth, or plastic. The signs and flags shall be mounted by the AGENCY and stay erect for six (6) to eight (8) weeks or as directed by the WSDOT Construction Representative.

• **SERVICE AGREEMENTS AND BILLING**

WSDOT shall inspect and approve all new or modified service installations. Any new service shall be installed and made functional at the AGENCY's expense, including paying the monthly billing for these services. Any modifications made to an existing service shall be at the AGENCY's expense, including paying the monthly billing for these services during the time the modifications are being made. After completion of the Improvements by the Contractor, and after acceptance and approval of the Improvements by WSDOT, the Contractor shall then contact the applicable utility provider to begin the process of transferring the monthly billings for the service to WSDOT. The Contractor shall contact the WSDOT Construction Representative at least three (3) working days in advance of any inspection.

☒ 31. INTELLIGENT TRANSPORTATION SYSTEMS (ITS) (not applicable)

The AGENCY shall install all ITS per the Contract Plans, WSDOT Standard Plans, MUTCD, or as directed by the WSDOT Construction Representative.

☒ 32. SIGN INSTALLATION

The Contractor shall install all Regulatory, Warning, Guide, and Informational Signs per the Contract Plans, WSDOT Standard Plans, MUTCD, or as directed by the WSDOT Construction Representative.

☒ 33. GENERAL OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

Unless agreed to otherwise, WSDOT shall have ownership and maintenance responsibilities for the Improvements installed within WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction. For Improvements installed on a state highway within an incorporated city or town, ownership and maintenance responsibility shall be per the City Streets as State Highways Maintenance Guidelines, which may be accessed online at:

www.wsdot.wa.gov/NR/rdonlyres/655B7CF4-4F80-489D-B77E-7E0030D69C6A/0/2013AmendmentCityStreetsGuideline.pdf
and the City Streets as Part of State Highways Guidelines which may be accessed online at:
www.wsdot.wa.gov/NR/rdonlyres/56224677-B5BE-41F4-96C1-01BC88B052C8/0/CityStreets.pdf.

☒ 34. **TRAFFIC REVISION WARNING SIGNING**

When the permanent channelization of the highway is changed, "TRAFFIC REVISION AHEAD" (W20-901) warning signs shall be installed in advance of all affected directions of travel of the Project. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by the WSDOT Construction Representative. These signs are 48" X 48" black letters on orange background, and shall be post mounted. The bottom of the sign shall be mounted seven (7) feet above the pavement elevation.

☒ 35. **REMOVAL OF PAVEMENT MARKINGS**

Pavement markings to be removed shall be obliterated until blemishes caused by the pavement marking removal conform to the coloration of the adjacent pavement. Grinding to remove painted markings is only allowed prior to application of a Bituminous Surface Treatment (BST). Grinding to remove pavement markings from hot mix asphalt and cement concrete pavements is allowed to a depth just above the pavement surface, then water blasting shall be required to remove the remaining markings. If in the opinion of the WSDOT Construction Representative the pavement is materially damaged by pavement marking removal, such damage shall be repaired by the Contractor in accordance with Section 1-07.13(1). Sand or other material deposited on the pavement as a result of removing lines and markings shall be removed as improvements progress to avoid hazardous conditions. Accumulation of sand or other material which might interfere with drainage will not be permitted.

☒ 36. **APPLICATION OF CHANNELIZATION PAVEMENT MARKINGS**

Two applications of paint shall be required for all paint stripe markings as per the WSDOT Standard Specifications. Pavement markings shall also be applied per the WSDOT Standard Specifications.

☒ 37. **NON PAYMENT OF REIMBURSABLE ACCOUNT**

The AGENCY agrees to make payment for the Improvements to be done by WSDOT within thirty (30) days from receipt of billing from WSDOT. Payment not made within thirty (30) days after receipt of billings shall bear interest at the rate of one (1) percent per month or fraction thereof until paid pursuant to RCW 43.17.240.

☒ 38. **ADVERTISING SIGNS**

Advertising signs are prohibited on WSDOT state highway right-of-way. Any advertising adjacent to WSDOT state highway right-of-way must be in compliance with the Scenic Vistas Act of 1971, Chapter 47.42 RCW and Chapter 468-66 WAC. Failure to abide by the Scenic Vistas Act of 1971 may be cause for WSDOT to suspend the AGENCY's work activities.

☒ 39. **SOIL EXPLORATION FOR CAVFS**

The Tribe shall be responsible to identify and confirm infiltration rates used for the design of the Compost-Amended Vegetative Filter Strip (CAVFS) shown on the Plans. As a first order of work prior to construction, the Tribe is responsible to direct the Contractor to perform the work required in "Exhibit E - Soil Exploration Plan", which is attached as part of this agreement. In the event infiltration rates and/or depth to groundwater are not within established thresholds, the Tribe will be responsible to direct the Engineer of Record to amend the Hydraulic Report and revise the hydraulic design as necessary to satisfy WSDOT requirements, as determined by the Olympic Region Environmental & Hydraulics Manager.