

CITY COUNCIL AGENDA
REGULAR MEETING

APR 27 2016

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. _____

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Keith Wagoner

FROM: Mark A. Freiberger, PE

RE: **LATE MATERIALS**

**Proposed Construction Agreement between the City of Sedro-Woolley
and the Washington State Department of Transportation Re Jameson Arterial
Extension to SR9 Project, City Project 2016-PW-02**

DATE: April 27, 2016 (for Council review April 27, 2016)

**CITY COUNCIL
LATE MATERIALS**

ISSUE

Should the city council authorize Public Works Director Mark A. Freiberger to execute the attached Construction Agreement GCB 2391 between the City of Sedro-Woolley and the Washington State Department of Transportation for purpose of constructing a portion of the Jameson Arterial Improvements Project on state right of way?

BACKGROUND/DISCUSSION

State Route 9 within the project limits is a limited access state route under the jurisdiction of WSDOT. The attached Construction Agreement grants permission to construct the project on the route.

FINANCE

The project Construction Management budget includes \$10,000 for WSDOT costs to provide construction oversight and inspection of work within the state Right of Way. These services will be billed through WSDOT's separate TA-5497.

MOTION

Authorize Public Works Director Mark A. Freiberger to execute the attached Construction Agreement GCB 2391 between the City of Sedro-Woolley and the Washington State Department of Transportation for purpose of constructing a portion of the Jameson Arterial Improvements Project on state right of way.



**Washington State
Department of Transportation**

Construction Agreement			Local Agency		
Construction by Local Agency on State Highway Right of Way at Local Agency Expense			Contact Name Mark Freiberger, PE Title Director of Public Works Address 325 Metcalf Street, Sedro-Woolley, WA 98284 Phone (See below) Email (See below)		
Local Agency City of Sedro-Woolley			Project Title Jameson Arterial Extension to SR 9 Project		
Agreement Number GCB 2391, (TA 5497)			Description of Improvements		
State Route Number 9	Mile Post 55.34 to 55.59	Control Section 293830/01	Construction of a roundabout at the Jameson Street/Sr 9 intersection. Work includes: Temporary erosion and sediment control; roadway excavation; grading; stormwater drainage; HMA paving; illumination; signing; cement concrete curb, gutter and sidewalks and other work in accordance with the Contract Plans, Contract Provisions, and the WSDOT Standard Specifications.		
Exhibits Attached Exhibit "A": Special Provisions Exhibit "B": Right-of-Way Plans Exhibit "C" Channelization Plan Exhibit "D" Contract Plans Exhibit "E" Contract Special Provisions					
STATE			LOCAL AGENCY		
State Construction Representative Mike Gallop			Local Agency Construction Representative Mark Freiberger, PE		
Title Local Agency Construction Compliance Engineer			Title Director of Public Works		
Address WSDOT, Mount Baker Area 1043 Goldenrod Road, Suite 101 Burlington, WA 98233-3415			Address City of Sedro-Woolley 325 Metcalf Street Sedro-Woolley, WA 98284		
Email Address gallopm@wsdot.wa.gov			Email Address mfreiberger@ci.sedro-woolley.wa.us		
Phone (206) 940-2736			Phone (360) 855-9933		

This Agreement is made and entered between the Washington State Department of Transportation (STATE) and the above named governmental entity hereinafter called the "AGENCY."

WHEREAS, 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"), and

WHEREAS, the STATE is willing to authorize the AGENCY to construct the Improvements subject to the terms and conditions identified in this Agreement, and

WHEREAS, 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 the STATE with its Plans and Specifications for the proposed Improvements, and the STATE 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.

2.1 RIGHT OF ENTRY

2.2 AGENCY

Subject to the terms of this Agreement, the STATE 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 STATE jurisdiction, onto which access is necessary to construct, operate and/or maintain the Improvements.

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

2.3 STATE

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

3.1 CONSTRUCTION

3.2 DOCUMENTS ON SITE

Copies of this Agreement shall be kept at the AGENCY'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 the STATE, 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 the STATE's construction representative prior to holding the pre-construction conference. For the purpose of this section, "working days" are defined as Monday through Friday, excluding legal holidays.

3.3 CONSTRUCTION OF IMPROVEMENTS

3.3.1 The AGENCY shall construct the Improvements as shown on the attached Exhibits at the AGENCY's expense. Unless otherwise agreed to between the AGENCY and STATE through execution of a separate agreement, STATE shall not be required to contribute to the Improvements construction. Any proposed changes to the Improvements' plans or specifications previously approved by the STATE require further STATE review and prior written approval before implementing the changes.

3.3.2 The AGENCY agrees and shall construct the Improvements to the satisfaction of the STATE. 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 STATE inspection. The parties agree that the STATE inspections and acceptances regarding the Improvements are solely for the benefit of the STATE 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 the STATE's prior written authorization.

3.4 CONSTRUCTION SCHEDULE

In addition to the requirements in Section 3.2, the STATE 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 the STATE'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 the STATE. 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, the STATE, 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 the STATE and the AGENCY's contractor shall be through an authorized representative of the AGENCY.

3.6 SUPERVISION OF WORK

The AGENCY, 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 AGENCY's responsibility for the proper performance, safe conduct, and adequate policing and supervision of the work shall not be lessened or otherwise affected by the STATE's review and concurrence with the AGENCY's plans, specifications, or work, or by the STATE'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 the STATE'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 the STATE's guidelines.

3.9 PROTECTION OF PROPERTY

Unless authorized by the STATE or other affected property owner in writing, the AGENCY 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 AGENCY shall notify the STATE's construction representative within eight (8) hours of such damage, destruction or removal.

The AGENCY shall replace, repair, or fully restore any private or public property that is damaged, destroyed, or removed to the STATE's sole satisfaction.

The AGENCY shall not disturb, remove, or destroy any existing Survey Monument before first obtaining a Washington State Department of Natural Resources (DNR) permit. The AGENCY 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 the STATE'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 AGENCY shall immediately STOP work, notify the STATE's construction representative and retain a US Secretary of the Interior's qualified archaeologist. Said archaeologist shall evaluate the site and make recommendations to the STATE regarding the continuance of the work.

3.11 CLEAN UP

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

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, the STATE shall determine what work must be completed to restore STATE 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 the STATE facilities and right-of way, the STATE may perform or contract to perform, the restoration work at the AGENCY's sole expense. The Agency agrees that all costs associated with Agreement termination, including engineering, completing STATE facility and right-of way restoration, and contractor claims will be the sole responsibility of the AGENCY.

This section shall survive Agreement termination.

4.1 ACCEPTANCE OF IMPROVEMENTS

4.2 FINAL INSPECTION

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

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

4.3 STATE'S ACCEPTANCE

The STATE 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 the STATE of a complete set of as-built plans for the Improvements;
- (d) Receipt of material acceptance documentation by the STATE (if required under the Special Provisions hereto); and
- (e) Final payment pursuant to Section 7.

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

4.3.2 The STATE 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 the STATE's written notification. If any issues cannot be resolved within forty five (45) calendar days after the STATE'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, the STATE 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 the STATE, including inspection and monitoring, until the disputed issue(s) has been resolved and a Letter of Acceptance has been issued.

5.1 INSURANCE AND INDEMNIFICATION

5.2 INSURANCE

The AGENCY 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 the STATE 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.

5.3 INDEMNIFICATION

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 AGENCY 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 the STATE 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.

6.1 MAINTENANCE

6.2 GENERAL MAINTENANCE RESPONSIBILITIES

Unless otherwise agreed to pursuant to a separate written agreement between the STATE 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: the STATE 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 the STATE pursuant to chapter 47.24 RCW and the City Streets as Part of State Highways Guidelines developed between the Association of Washington Cities and the STATE, as may be revised from time to time.

6.3 EMERGENCY WORK BY THE STATE

If the STATE 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 the STATE without prior approval of the AGENCY, and the AGENCY agrees to pay the STATE's reasonable cost and expense for performing the work. The AGENCY will be notified of the emergency work and the necessity for it at the STATE's earliest opportunity. The STATE 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.

7.1 PAYMENT

7.2 REIMBURSABLE COSTS

The AGENCY shall reimburse the STATE for all actual direct and related indirect costs incurred by the STATE 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.

7.3 INVOICES

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

8.1 MISCELLANEOUS TERMS

8.2 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 the STATE, 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 the STATE without prior approval of the AGENCY, and the AGENCY agrees to pay the STATE's reasonable cost and expense for performing the work. The STATE 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.

8.3 TERM OF AGREEMENT

Should the AGENCY not begin construction within eighteen (18) months after the date of execution, the Agreement shall automatically terminate, unless the STATE, in its sole discretion, grants a time extension. As part of any time extension granted by the STATE, the Plans and Specifications attached hereto must be revised to meet the STATE'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 the STATE'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 the STATE pursuant to Section 3 or as otherwise provided herein.

8.4 ASSIGNMENT OF AGREEMENT

No assignment or transfer of this Agreement in any manner whatsoever shall be valid, nor vest any rights hereby granted, until the STATE consents thereto and the assignee accepts all terms of this Agreement.

8.5 NON-EXCLUSIVITY

This Agreement shall not be deemed or held to be an exclusive one and shall not prohibit the STATE 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 the STATE 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.

8.6 AUDIT RECORDS

All Improvement records, including labor, material and equipment records in support of all STATE costs shall be maintained by the STATE 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 the STATE work performed herein is subject to audit by either or both parties and/or their designated representatives and/or state and federal government.

8.7 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.

8.8 DISPUTES

In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE 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.

8.9 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.

8.10 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 the STATE.

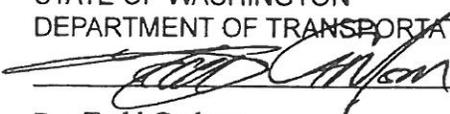
8.11 TERMINATION OF AGREEMENT

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 the STATE 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.

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

AGENCY



By: Todd Carlson

By: Mark Freiberger, PE

Title: Planning and Engineering Services Manager

Title: Director of Public Works

Date: 4/24/14

Date: _____

Approved as to Form by Assistant Attorney General 10/28/2015. Any changes to this form require AAG approval.

SPECIAL PROVISIONS

County Projects on State Highways or City Projects Within Limited Access Areas

Construction Agreement Number: GCB 2391

The State and Local Agency Agreement and these Special Provisions apply to all construction items within State jurisdiction and maintenance responsibility only.

Applicable provisions are denoted by ()

1. STATE REPRESENTATIVE

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

Mike R. Gallop
Washington State Department of Transportation
Mount Baker Area Development Services Office
1043 Goldenrod Road, Suite 101
Burlington, Washington 98233-3415
(206) 940-2736

2. PLAN CHANGES *(Applicable to ALL Projects)*

• AGENCY CHANGE ORDERS / ADDENDAS

Changes to any Approved Plan affecting STATE owned highway right-of-way or highway right-of-way under STATE jurisdiction must be reviewed and approved by the STATE prior to execution.

• STATE REQUIRED CHANGES OR CORRECTIONS

The STATE reserves the right to require changes or corrections due to plan omissions or details not in conformance with the STATE's Standard Specifications, Standard Plans, Design Manual-Design Standards and/or Project Special Provisions.

3. DELAY TO STATE CONTRACTS *(Applicable to ALL Projects)*

The AGENCY agrees to schedule and perform the work herein in such a manner as not to delay the STATE's contractor in the performance of any STATE contract in the area.

The STATE shall in no way be held liable for any damage to the AGENCY by reason of any such work by the STATE, its agents or representatives, or by the exercise of any rights by the STATE upon roads, streets, public places, or structures in question.

4. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS *(Applicable to ALL New Construction and Alteration Projects)*.

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 guidelines. 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 STATE's Construction Representative and the AGENCY's Representative shall consult with the STATE's 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 STATE's Construction Representative and the AGENCY's Representative shall consult with the STATE's Regional ADA Coordinator in order to develop a workable solution to meet the accessibility requirements to the maximum extent feasible (MEF).

5. **TRAFFIC CONTROL AND PUBLIC SAFETY** (Applicable to all City Projects within Limited Access Areas and/or City Projects within Managed Access Areas involving STATE maintained Traffic Signals, Freeway Ramps, or Ferry Traffic. Applicable to all other City Projects when STATE assistance is requested by the City. Applicable to all County Projects)

• **TRAFFIC CONTROL PLANS (TCP's)**

During the construction and/or maintenance of this facility, the AGENCY shall submit Traffic Control Plans to The STATE 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 one of the following:

a The Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways – Part 6; Chapter 6H (<http://mutcd.fhwa.dot.gov/HTM/2003r1/part6/part6h1.htm>) and Washington modifications thereto

b WSDOT Work Zone Traffic Control Guidelines - M54-44 – (<http://www.wsdot.wa.gov/publications/manuals/fulltext/M54-44/Workzone.pdf>)

c The WSDOT Standard Plans Manual – M21-01; Section K for Work Zone Traffic Control. (<http://www.wsdot.wa.gov/Design/Standards/Plans.htm#StandardPlans>)

d Project Specific Traffic Control Plans in accordance with WSDOT Work Zone Traffic Control Guidelines M54-44 - or the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways – Part 6; Chapter 6H and Washington modifications thereto

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

The STATE reserves the right to modify or revoke any Traffic Control Plan at any time due to safety and operational problems for the traveling public. All costs and time delays associated with modification or revocation shall be borne by the AGENCY or their contractor.

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

The working hours within STATE owned highway right-of-way or highway right-of-way under STATE 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 prior to construction. Weekend or Holiday (including Canadian Holidays-Skagit & Whatcom Counties) work is not permitted without written permission from the STATE. Five (5) working days notification shall be given to the STATE's Construction Representative prior to any lane closure.

• **SUSPENSION OF TRAFFIC CONTROL OPERATIONS**

The STATE 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 or their contractor.

• **HAZARD PROTECTION**

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

• **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 Contractor's operations and does not apply to pre-existing conditions or permanent work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other Contract or Permit requirements.

During nonworking hours, equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the STATE 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.

The Contractor's non-essential vehicles and employees private vehicles shall not be permitted 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 the STATE has provided written approval.

6. **TRAFFIC CONTROL SUPERVISOR** (Applicable to City Projects within Limited Access Areas; and/or City Projects within Managed Access Areas involving STATE maintained Traffic Signals, Freeway Ramps, or Ferry Traffic. Applicable to all County Projects).

The AGENCY or their Prime Contractor shall employ an individual or individuals to perform the duties of Full-Time Traffic Control Supervisor (TCS), certified by the STATE. 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 AGENCY or Prime Contractor shall maintain 24-hour telephone numbers at which the TCS can be contacted and be available upon request of the STATE Representative at other than specified working hours.

7. **WORKER VISIBILITY** (*Applicable to Counties and Limited Access in All Cities*)
- **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 107-2010 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 107-2010 Class 2 or 3 vest or jacket, high-visibility lower garment meeting ANSI/ISEA 107-2010 Class E, and hardhat meeting the high-visibility headwear requirements of WAC 296-155-305.
 - **APPAREL - OTHER CONTRACTOR PERSONNEL:**
The AGENCY and/or the Contractor shall require all other personnel in the STATE owned highway right-of-way or highway right-of-way under STATE jurisdiction under their control (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 107-2010 publication titled "American National Standard for High Visibility Safety Apparel and Headwear.
8. **MATERIALS AND QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)** (*Applicable to ALL Projects*)
- **MATERIALS AND WORKMANSHIP**
All materials and workmanship shall conform to the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, current edition, and amendments thereto, and shall be subject to inspection by the STATE.
 - **APPROVAL OF MATERIALS –**
REQUEST for APPROVAL of MATERIALS (RAM)
The RAM shall be prepared by the Contractor or Local Agency in accordance with the instructions on Form 350-071 and submitted to the STATE's Construction Representative for approval before the material is incorporated into the work. 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 Work. Additional acceptance actions as noted on the RAM need to be completed prior to the materials being incorporated into the Work. 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.
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 or Local Agency in accordance with the instructions in the QPL and submitted to the STATE's 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 Work. 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 can be accessed online at www.wsdot.wa.gov/biz/mats/qpl/qpl.cfm.
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 the STATE's ASA database which contains results of WSDOT preliminary testing of aggregate sources. The ASA database can be accessed online at the agency website at: <http://www.wsdot.wa.gov/biz/mats/ASA/ASASearch.cfm>. This database is used by the STATE to indicate the approval status of these aggregate sources for applications that require preliminary testing as defined in the Contract. The ASA 'Aggregate Source Approval 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 'Aggregate Source Approval Report' not conforming to the Specifications, not fulfilling the acceptance requirements, or improperly handled or installed, shall be replaced at the Contractor's or Local Agency's expense.
 - **MATERIALS TESTING/REPORTING OF RESULTS**
All materials 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 STATE's Construction Representative prior to beginning the next phase of construction. The STATE reserves the right to verify the test results or to perform the testing.
 - **HOT MIX ASPHALT (HMA) DESIGN**
Prior to Paving Operations, the AGENCY shall submit STATE approved HMA Mix Design(s) for use on this project.
 - **PAVING OPERATIONS**
NO PAVING OPERATIONS WILL BE PERMITTED WHEN IT IS RAINING or SNOWING. Written permission from the STATE's Construction Representative shall be required if paving operations begin before April 1st, or after October 1st. Surface temperature and other paving limitations as per the WSDOT Standard Specifications shall be enforced.

8. **MATERIALS AND QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)** *(Applicable to ALL Projects) (Continued).*
- **MATERIAL TRANSFERING DEVICE / VEHICLE**
Direct transfer of HMA from the hauling equipment to the paving machine will not be allowed in the top 0.30 feet of the pavement section of hot mix asphalt (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 STATE's 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 laydown 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 STATE's Construction Representative.
 - **ROLLERS**
The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, 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.
 - **JOINT SEALING**
All joints between existing and new pavement; or other cracks requiring repair shall be adequately cleaned and then sealed with PG 67-22 Liquid Asphalt in accordance with the manufacturer's recommendations. Filling shall be controlled to confine the material within the crack or joint. If, in the opinion of the STATE's Construction Representative, the Contractor's method of filling results in an excessive amount of sealant on the pavement surface, filling shall be stopped and the method changed. Any overflow shall be cleaned from the pavement surface.
 - **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 STATE's Construction Representative prior to placement of cement concrete.
 - **CONCRETE MIX DESIGN**
Prior to any placement of cement concrete, the AGENCY shall submit STATE approved Mix Design(s) for use on this Project to the STATE's Construction Representative.
 - **DRAINAGE STRUCTURES**
Only structures stamped APPROVED by the STATE's Fabrication Inspection Office shall be used on this project.
9. **UNSUITABLE MATERIALS** *(Applicable to ALL Projects)*
If determined necessary by the STATE, unsuitable material encountered during any excavation shall be removed and replaced to the satisfaction of the STATE at the AGENCY's expense. The replacement material shall be free-draining and granular, or other materials as determined by the STATE's Construction Representative in accordance with the Standard Specifications.
10. **EROSION CONTROL / DRAINAGE** *(Applicable to Counties and Limited Access in All Cities)*
- **BEST MANAGEMENT PRACTICES (BMP'S)**
During construction of this project, the AGENCY shall comply with the Washington State Department of Transportation Highway Runoff Manual and implement Best Management Practices (BMP's) as detailed in the manual to mitigate erosion and pollution.
 - **WATER DISCHARGES ON THE PROJECT**
All discharges to STATE owned highway right-of-way or highway right-of-way under STATE jurisdiction on this project shall conform to STATE and Local water quality regulations and shall meet WAC 173-201A.
11. **INTERFERENCE TO STATE HIGHWAY DRAINAGE** *(Applicable to Counties and Limited Access in All Cities)*
If the work done under this STATE and LOCAL AGENCY 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 the STATE may direct, to deal with said drainage.
12. **LANDSCAPING ON STATE RIGHT-OF-WAY** *(Applicable to Counties and Limited Access in All Cities)*
- **PLANTINGS.**
If the AGENCY desires to plant and/or cultivate any shrubs, trees, hedges, or other domestic or native ornamental growth on the STATE owned highway right-of-way that is more extensive than regular STATE vegetation, the AGENCY shall obtain a Roadside Vegetation Permit (DOT Form 220-018) from the STATE for the maintenance of the plantings.
 - **IRRIGATION SYSTEMS.**
If the AGENCY obtains a Roadside Vegetation Permit for Plantings, The AGENCY may be required to obtain additional approval for permanent irrigation systems. The AGENCY shall be responsible for water and electrical costs.

13. **DISTURBANCE OF EXISTING VEGETATION** (Applicable to Counties and Limited Access in All Cities)
This Construction Agreement does not give the AGENCY or any agent or contractor, of the AGENCY any rights to cut, spray, retard, remove, destroy, damage, disfigure, or in any way modify the physical condition of any vegetative material located on STATE owned highway right-of-way or highway right-of-way under STATE jurisdiction, except by written permission from the STATE. All restoration shall be done to the satisfaction of the STATE at the sole expense of the AGENCY.
14. **RIGHT-OF-WAY RESTORATION** (Applicable to Counties and Limited Access in All Cities)
Upon completion of work, the AGENCY shall remove and dispose of all scraps, brush, timber, materials, etc. off of the STATE owned highway right-of-way or highway right-of-way under STATE jurisdiction. The aesthetics of the highway shall be as it was before work started - or better.
15. **SEVERANCE AND SALE OF TIMBER AND OTHER PERSONALTY — REMOVAL OF NON-MARKETABLE MATERIALS** (Applicable to Counties and Limited Access in All Cities)
This STATE and LOCAL AGENCY Agreement is subject RCW 47.12.140, and amendments thereto.
16. **MAINTENANCE OF LANDSCAPING** (Applicable to Cities ONLY)
The AGENCY is responsible for the maintenance of all landscaping beyond the face of the curbs or edge of pavement, and in the median of divided highways.
17. **ILLUMINATION CONSTRUCTION / INSPECTION** (Applicable to Counties and Limited Access in All Cities)
- **CONSTRUCTION**
The AGENCY shall assure that the construction of all illumination installed within the STATE owned highway right-of-way or highway right-of-way under STATE jurisdiction meets all requirements of the STATE.
 - **ILLUMINATION DURING CONSTRUCTION**
Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.
18. **TRAFFIC SIGNAL CONSTRUCTION / INSPECTION** (Applicable to City Projects within Limited Access Areas, Projects within Cities < 25,000 Population, and all County Projects).
- **DESIGN/CONSTRUCTION/INSPECTION.**
The AGENCY shall assure that the design and construction of Traffic Signals and illumination on signal poles installed within the STATE Highway right-of-way meets all requirements of the STATE.
 - **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, pre-approved plans, or special design plans. If the proposed signal standards are not on the STATE's PRE-APPROVED LIST (<http://www.wsdot.wa.gov/eesc/bridge/lightsignalstandards/index.cfm>), Signal Pole Shop Drawings (Electronically, or Seven (7) sets of copies) shall be submitted to the STATE's Construction Representative for transmittal to HQ for approval.
 - **ILLUMINATION DURING CONSTRUCTION.**
Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.
 - **TEMPORARY VIDEO DETECTION SYSTEM.**
If any induction 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 Area Traffic Engineer through the STATE's Construction Representative a minimum of five working days in advance of pavement removal 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 by the STATE's Construction Representative.

If the STATE's Construction Representative suspects that damage to any loop, not identified in the Plans as being replaced, may have resulted from Contractor's operations or is not operating adequately, the STATE's Construction Representative may order the Contractor to perform the field tests specified in Section 8 20.3(14)D. The test results shall be recorded and submitted to the STATE's Construction Representative. Loops that fail any of these tests shall be replaced.

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 STATE's Construction Representative.

If traffic signal loops that fail the tests, as described above, are not replaced and operational within 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 STATE's Construction Representative prior to installation.
 - **TRAFFIC SIGNAL HEADS**
Unless ordered by the STATE's 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.

18. **TRAFFIC SIGNAL CONSTRUCTION / INSPECTION** (Applicable to City Projects within Limited Access Areas, Projects within Cities < 25,000 Population, and all County Projects) (Continued).

• **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 AGENCY/Contractor shall conduct a Pre Turn-on coordination meeting with the following Contracting Agency personnel included as invited attendees: STATE's Construction Representative, Electrical Inspector, Signal Operations Engineer, and Signal Maintenance Technician. The AGENCY/Contractor shall provide the Engineer a minimum of 5 days written notice of the proposed Pre Turn-on coordination meeting date and time. Prior to the Pre Turn-on coordination meeting, the AGENCY/Contractor shall complete the items of work detailed in the Traffic Signal Turn-on Checklist and submit the completed checklist to the STATE's Construction Representative. The Traffic Signal Turn-on Checklist form will be furnished to the AGENCY/Contractor by the STATE's Construction Representative.

Unless approved by the STATE's 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 AGENCY shall contact the STATE's Construction Representative at least five (5) working days prior to scheduling a signal turn-on in order to assure that all appropriate items on the STATE's "Traffic Signal Turn-On Checklist" are satisfactorily addressed. The Signal Turn-On or Switchover shall not occur until all applicable Checklist items are installed and/or connected. This Checklist can be located on the STATE's web site at: <http://www.wsdot.wa.gov/Northwest/DevelopmentServices/LocalAgency.htm> (Go to: "What is needed to turn on a traffic signal?").

Prior to scheduling a turn-on date, the AGENCY/Contractor shall provide verification to the State 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 State's Construction Representative.

If the Contractor is directed to turn off the traffic signal, the Contractor shall schedule a new turn-on date with the Engineer in accordance with the previously mentioned procedures.

• **PERMITTED HOURS FOR SIGNAL TURN-ON AND/OR SWITCH-OVER OPERATIONS.**

Unless approved by the STATE's Construction Representative, the permitted hours for Traffic Signal Turn-on or Switch-Over 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 installed or when modifications to and existing signal are made. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by the STATE's 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 12" by 12" Fluorescent Orange flags or Flag Signs mounted on both sides and on top of the sign. The flags signs shall be made of aluminum. Flags shall be made of durable cloth or plastic. The signs and flags shall stay erect for six to eight weeks or as directed by the STATE's Construction Representative.

19. **INTELLIGENT TRANSPORTATION SYSTEM CONSTRUCTION/INSPECTION** (Applicable to City Projects within Limited Access Areas, Projects within Cities < 25,000 Population, and all County Projects)

The AGENCY shall assure that the construction of Intelligent Transportation Systems owned by the STATE meets all requirements of the STATE.

20. **SIGN INSTALLATION AND MAINTENANCE** (Applicable to ALL Projects)

All Directional, Regulatory, and Stop Signs as well as Route Markers shall be installed as per the Approved Plans, the WSDOT Standard Plans, or as directed by the STATE's Construction Representative. The DEPARTMENT shall own and maintain these signs- unless the AGENCY signs a Contract or Maintenance Agreement with the STATE to perform sign maintenance.

21. **TRAFFIC REVISION WARNING SIGNING** (Applicable to ALL Projects)

When the permanent channelization of the highway is changed, "TRAFFIC REVISION AHEAD" (W20-901) 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 STATE's 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 flags signs shall be made of aluminum. Flags shall be made of durable cloth or plastic. The signs and flags shall stay erect for six to eight weeks or as directed by the STATE's Construction Representative.

- 22. REMOVAL OF PAVEMENT MARKINGS** *(Applicable to ALL Projects)*
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 or shot blasting shall be required to remove the remaining markings. If in the opinion of the STATE's 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 the Work progresses to avoid hazardous conditions. Accumulation of sand or other material which might interfere with drainage will not be permitted.
- 23. APPLICATION OF CHANNELIZATION PAVEMENT MARKINGS** *(Applicable to City Projects within Limited Access Areas, Projects within Cities < 25,000 Population, and all County Projects)*
Two applications of paint shall be required for all paint stripe markings as per the Contract Plans or the STATE Standard Specifications. Plastic Pavement Markings shall be applied per the Contract Plans or the STATE Standard Specifications.
- 24. NON PAYMENT OF REIMBURSABLE ACCOUNT** *(Applicable to ALL City Projects)*
The AGENCY agrees that if it does not make payment for any STATE work, as provided herein, within ninety (90) calendar days after receipt of a STATE invoice, the STATE may deduct and expend any monies to which the AGENCY is entitled to receive from the Motor Vehicle Fund as provided by RCW 47.24.050.

April 27, 2016

Dear Mayor and City Council,

We, the undersigned Sedro-Woolley Library Board do not accept the terms of the Mayor's proposal to give the city library's collection and equipment as currently presented.

We would suggest, instead, that the Central Skagit Library District consider contracting with the Sedro-Woolley City Library, for an appropriate amount of money to be decided, to provide immediate library services to the residents of Central Skagit Library District.

Signed,

Darcy Kesito

Robert H. Abrams

Marjean Burke

Beverly Bingham

Daegri Cole

April 27, 2016

I'd like the City Council to consider these alternatives to the Mayor's Library Proposal:

If the Mayor and those of you who support his proposal are in agreement with funding the City Library up to the District Library's millage rate, then the amount of \$372, 385, as calculated by the latest County Auditor's numbers, is approximately \$74,000 above the present amount for Real and Personal Property Taxes budgeted for the City Library. This additional money, if given to the library, can provide for some of the necessary improvements that have been on hold for years.

Or the City Council can approve a councilmatic bond that could be scaled down to a quarter of the Mayor's proposal to \$750,000 (\$50,000 a year repayment for 20 years) for the purpose of remodeling and expanding the existing City Library by 5000 square feet without changing any personnel, arguing over Board representation, transferring the collection, or constructing a building that would be given away. This would be a bigger better library and retain all our staff without any tax increases, as the Mayor repeatedly likes to say.

The Mayor's proposal is the least attractive of the options because: 1. it offers the most risk to the City due to the high bond amount coupled with the continuing possibility of the dissolution of the Library District; 2. it offers the least value since we are transferring millions of dollars in City assets to the County while retaining no ownership which is a very poor return on investment. And with minimal or no representation on the District Library Board, the costs to the City far outweigh the benefits. There are many more alternatives to the Mayor's proposal but my choice would be to expand the existing City Library.

I highly recommend the city council members attend the CSL Board meetings since the minutes to their meetings have gotten less detailed especially in the past few meetings. However, they have been far more transparent than the City to this point. This issue may turn into one of the most costly for the City so obtaining the most unfiltered information possible would be critical to making any decision.

Neal Ishihara, DDS