



<h2 style="margin: 0;">Construction Agreement</h2> <p style="margin: 0;">Construction by Public Agency on State Highway Right of Way at Public Agency Expense</p>			<p><b>Public Agency</b></p> <p>Contact Name</p> <p>Title</p> <p>Address</p> <p>Phone</p> <p>Email</p>
Agreement Number			Project Title
State Route Number	Mile Post	Control Section	Description of Improvements
Exhibits Attached Exhibit A: Exhibit B: Exhibit C: Exhibit D: Exhibit E:			

This Agreement is between the Washington State Department of Transportation (WSDOT) and the above-named governmental entity (Agency), hereinafter referred to individually as the "Party" and collectively as the "Parties."

**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 referred to as "Improvements."
2. WSDOT is willing to authorize the Agency to construct the Improvements subject to the terms and conditions of 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.
4. WSDOT is prohibited from the costs of mitigating utilities without a real property right under chapter 47.44 RCW

Now therefore, pursuant to RCW 47.28.140 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. 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. While on WSDOT premises, the Agency, its agents, employees, or subcontractors shall comply with all WSDOT safety and security policies and regulations. Including requirements for the prevention of transmission of communicable diseases (such as Covid). Granting of such right of entry in no way relieves the Agency of its permitting obligations set forth in Section 3.7 herein.

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

### **2.3 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 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 WSDOT, the Agency, and the Agency's contractor (if applicable) shall be present. The Agency shall give a minimum of ten (10) 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 Agency shall construct the Improvements after review and prior written approval by WSDOT, in its sole discretion, and as shown on the attached Exhibits. All design and construction shall be at the Agency's sole cost and 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 Agency 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 (Standard Specifications), and shall be subject to WSDOT inspection. All terms and conditions of the Standard Specifications shall be satisfied in every respect by the Agency and its contractors, unless the prior written approval of WSDOT has been obtained authorizing such changes. 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 five (5) working days prior to implementation. Working days are defined in Section 3.2.

### **3.5 Public 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, in writing, 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 Agency, at its own expense, shall adequately supervise construction of the Improvements by itself, its contractor, subcontractor, 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 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 WSDOT'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 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 WSDOT'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 WSDOT's and/or the property owner'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.

Information on Survey Monuments can be found at WSDOT's Geographic Services Office Website: <https://www.wsdot.wa.gov/Monument/gis/index.html>.

### 3.10 Cultural Resources

If any archaeological or historical resources are revealed in the work vicinity, the Agency 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 Agency shall immediately remove all rubbish and debris and shall leave the state highway right of way neat and presentable to WSDOT's sole satisfaction. The Agency 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 facilities and right of way, WSDOT may perform, or contract to perform, the restoration work at the Agency's sole expense. The Agency agrees that all direct and related indirect costs associated with Agreement termination, including engineering, completing WSDOT facility and right of way restoration, and contractor claims will be the sole responsibility of the Agency.

This section shall survive Agreement termination.

## 4.0 Acceptance of Improvements

### 4.1 Final Inspection

The Agency shall notify WSDOT, in writing, of its completion of the Improvements within five (5) working days of such completion. The Agency 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 Agency construction work required under this Agreement has been completed.

### 4.2 WSDOT's Acceptance

4.2.1 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.

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.

- 4.2.2 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.
- 4.2.3 Upon resolution of the outstanding issues, WSDOT will deliver the Letter of Acceptance to the Agency.
- 4.2.4 The Agency shall continue to be responsible for all actual direct and related indirect costs to WSDOT, including inspection and monitoring, until the outstanding issue(s) has been resolved and a Letter of Acceptance has been issued.

## **5.0 Insurance and Indemnification**

### **5.1 Insurance**

In addition to any required workers compensation insurance, the Agency and its contractors 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;
- d) 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, and shall only be provided pursuant to form CG-20-10 (1985 edition) or a combination of the following: CG 2010 entitled "Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization" and CG 2037 entitled "Additional Insured - Owners, Lessees or Contractors - Completed Operations"; or CG 2033 entitled "Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You" and CG 2037 entitled "Additional Insured - Owners, Lessees or Contractors - Completed Operations". No form shall contain limitations or exclusions with respect to "products/completed operations" or ongoing operations coverage. No additional insured endorsement shall seek to limit coverage for the additional insureds for their own negligence with respect to liability arising out of Project operations and/or solely to vicarious liability arising out of the ongoing or completed operations of the named insured, its contractors, subcontractors of any tier, consultants, agents or employees. 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.
- e) In lieu of satisfying the insurance requirements of a. - d. above, 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.
- f) 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.

g) 5.2 Indemnification

To the extent permissible under law, the Agency, its successors and assigns, agree to indemnify, defend, and hold harmless WSDOT and 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 WSDOT or 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 WSDOT, its officers and employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) WSDOT, 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 WSDOT, 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 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 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 all of WSDOT's direct and related indirect costs 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.

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.

Costs incurred under this Agreement may be billed under the following account:

### 7.2 Invoices

The Agency agrees to reimburse WSDOT for the actual direct and related indirect costs, within thirty (30) calendar days from receipt of an invoice (the "Due Date"). In the event the Agency fails to make payment by the Due Date, the Agency will pay WSDOT interest on outstanding balances at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest shall be calculated from the Due Date to the date of payment.

## 8.0 Utility Mitigation

- 8.1 The Parties agree that utilities in conflict with the Project, shall be identified in a timely manner that does not delay the Project. The Parties agree to work together in good faith to identify all utilities in conflict with the Project. The Agency shall develop

a utility listing of all facilities in conflict with the project located in each jurisdiction and include the mode of occupation or accommodation for each utility, including but not limited to a franchise, permit, lease, easement, etc. The Parties agree to work together to conduct a thorough utility conflict analysis. The Agency further agrees that all utility conflicts within WSDOT right-of-way, shall be resolved according to WSDOT standards contained within the WSDOT Utility Accommodation Policy and in a manner as to not adversely affect the safety of the traveling motor public.

- 8.2 The PARTIES agree that WSDOT will require any utilities in conflict with the project which occupy the right-of-way under a WSDOT franchise to be responsible for the costs related to mitigation. The Agency agrees it shall reimburse WSDOT all direct and indirect costs incurred by WSDOT for any work related to mitigating utility conflicts located within WSDOT right-of-way.
- 8.3 The Parties agree that WSDOT will not be responsible for any cost related to utility mitigation for the Project. WSDOT, at its sole discretion, reserves the right to alter, de-scope or terminate any of the Project within the Agency's jurisdiction at any time if the terms of this section are not satisfied.

## **9.0 Miscellaneous Terms**

### **9.1 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. In case of termination 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 remove its Improvements, removal may be performed by WSDOT without prior approval of the Agency. The Agency agrees to pay WSDOT's direct and related indirect costs for performing the work. WSDOT shall provide to the Agency a detailed invoice for such removal work.

### **9.2 Term of Agreement**

Should the Agency not begin construction within eighteen (18) months after the date of execution, the Agreement shall automatically terminate, unless WSDOT, in its sole discretion, grants a prior, written 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 4 or as otherwise provided herein.

### **9.3 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 in advance and in writing, and the assignee accepts all terms of this Agreement.

### **9.4 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.

### **9.5 Records Retention and Audit**

All records related to this Agreement shall be held and kept available for inspection and audit for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as deemed necessary. In the event of litigation or claim arising from the performance of this Agreement, the Parties agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

### **9.6 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 agreed to in advance and in writing and signed by persons authorized to bind each of the Parties.

### **9.7 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 Dispute 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 Dispute Board member; however, each Party shall be responsible for its own costs and fees.

9.8 Venue and Attorney's 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 upon completion of the dispute resolution process set forth in Section 8.7 above, the Parties hereto agree that any such action or proceedings shall be brought in \_\_\_\_\_, 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.

9.9 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.

9.10 Termination of Agreement

WSDOT may terminate this agreement in whole or in part, without penalty or further liability in the event of the following:

- a) Termination for Default  
Upon prior written notice, WSDOT may terminate this Agreement for failure to perform or abide by any provision of this Agreement.
- b) Termination for Cause  
If for any cause either Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either Party violates any of these terms and conditions, the aggrieved Party will give the other Party written notice of such failure or violation. The responsible Party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.
- c) Termination for Withdrawal of Authority  
In the event that either Party's authority to perform any of its duties is withdrawn, reduced, or limited in any way, or if funding is withdrawn after the commencement of this Agreement, either Party may terminate this Agreement by seven (7) calendar days written notice. No penalty shall accrue to the terminating Party in the event this section shall be exercised.

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.

9.11 Counterpart and Electronic Signature

This Agreement may be signed in multiple counterparts, each of which constitutes an original and all of which taken together constitute one and same agreement. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. The Parties intend to be bound by its electronic or "PDF" signature on this Agreement, are aware that the other Parties are relying on its electronic or "PDF" signature and waives any defenses to the enforcement of this Agreement based upon the form of signature.

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

<b>Public Agency</b>	<b>Washington State Department of Transportation</b>
Signature: _____	Signature: _____
By: _____ Print Name	By: _____ Print Name
Title: _____	Title: _____
Date: _____	Date: _____



## **Exhibit Instructions**

The following three exhibits are being made available to be used as Exhibit A. It is up to the at the Agreement writer if they so choose to use one of these as an Exhibit A and to determine which version is appropriate for their situation.



# SPECIAL PROVISIONS for Construction Agreement

City Projects within Managed Access Areas

(Cities OVER 27,500 Population)

## Construction Agreement Number:

**WSDOT and Public Agency Agreement and these Special Provisions apply to all construction items within WSDOT jurisdiction and maintenance responsibility only.**

Applicable provisions are denoted by ( )

1. **WSDOT REPRESENTATIVE.** No work provided for herein shall be performed until the AGENCY is authorized by the following WSDOT representative:
  
2. **PLAN CHANGES** (*Applicable to ALL Projects*)
  - **AGENCY CHANGE ORDERS / ADDENDAS.** Changes to any Approved Plan affecting WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction must be reviewed and approved by WSDOT prior to execution.
  - **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 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 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 by WSDOT, its agents or representatives, or by the exercise of any rights by WSDOT 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, WSDOT's Construction Representative and the Agency's Representative shall consult with WSDOT'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, WSDOT's Construction Representative and the Agency's Representative shall consult with WSDOT'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.

- **TRAFFIC CONTROL PLANS (TCP's).** During the construction and/or maintenance of this facility, the Agency 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 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.** WSDOT 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 WSDOT 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 WSDOT. Five (5) working days notification shall be given to WSDOT's Construction Representative prior to any lane closure.
- **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 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 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.

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 WSDOT has provided written approval.

6. **TRAFFIC CONTROL SUPERVISOR.** 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 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 Agency or Prime Contractor shall maintain 24-hour telephone numbers at which the TCS can be contacted and be available upon request of WSDOT 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 WSDOT owned highway right-of-way or highway right-of-way under WSDOT 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 WSDOT.

- **APPROVAL OF MATERIALS –**

**REQUEST for APPROVAL of MATERIALS (RAM).** The RAM shall be prepared by the Contractor or Public Agency in accordance with the instructions on Form 350-071 and submitted to WSDOT'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 Public Agency in accordance with the instructions in the QPL and submitted to WSDOT'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](http://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 WSDOT'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: [wsdot.wa.gov/biz/mats/ASA/ASASearch.cfm](http://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 '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 Public 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 WSDOT's Construction Representative prior to beginning the next phase of construction. WSDOT 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 WSDOT 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 WSDOT'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.
- **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, WSDOT'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 WSDOT'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 WSDOT'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 WSDOT's Construction Representative prior to placement of cement concrete.
  - **CONCRETE MIX DESIGN.** Prior to any placement of cement concrete, the Agency shall submit WSDOT approved Mix Design(s) for use on this Project to WSDOT's Construction Representative.
  - **DRAINAGE STRUCTURES.** Only structures stamped APPROVED by WSDOT's Fabrication Inspection Office shall be used on this project.
9. **UNSUITABLE MATERIALS.** *(Applicable to ALL Projects)* If determined necessary by WSDOT, unsuitable 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 freedrainage and granular, or other materials as determined by WSDOT'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 WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction on this project shall conform to WSDOT 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 WSDOT and Agency Agreement interferes in any way with the drainage of WSDOT highway, the Agency shall wholly and at its own expense make such provision - as WSDOT 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 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 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 WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction, except by written permission from WSDOT. All restoration shall be done to the satisfaction of WSDOT 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 WSDOT owned highway right-of-way or highway right-of-way under WSDOT 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 WSDOT and 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 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.

18. **TRAFFIC SIGNAL CONSTRUCTION / INSPECTION** *(Applicable to City Projects within Limited Access Areas, Projects within Cities < 27,500 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 WSDOT 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, pre-approved plans, or special design plans. If the proposed signal standards are not on WSDOT'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 WSDOT'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 WSDOT'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 WSDOT's Construction Representative.

If WSDOT'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, WSDOT'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 WSDOT'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 WSDOT'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 WSDOT's Construction Representative prior to installation.

- **TRAFFIC SIGNAL HEADS.** Unless ordered by WSDOT'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.
- **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: WSDOT’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 WSDOT’s Construction Representative. The Traffic Signal Turnon Checklist form will be furnished to the Agency/Contractor by WSDOT’s Construction Representative.

Unless approved by WSDOT’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 WSDOT’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 WSDOT’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 WSDOT’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 WSDOT’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 an existing signal are made. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by WSDOT’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 WSDOT’s Construction Representative.

19. **INTELLIGENT TRANSPORTATION SYSTEM CONSTRUCTION/INSPECTION** (*Applicable to City Projects within Limited Access Areas, Projects within Cities < 27,500 Population, and all County Projects*). The Agency shall assure that the construction of Intelligent Transportation Systems owned by WSDOT meets all requirements of WSDOT.
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 WSDOT’s Construction Representative. The DEPARTMENT shall own and maintain these signs- unless the Agency signs a Contract or Maintenance Agreement with WSDOT 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 WSDOT’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 WSDOT’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 WSDOT'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 < 27,500 Population, and all County Projects*). Two applications of paint shall be required for all paint stripe markings as per the Contract Plans or WSDOT Standard Specifications. Plastic Pavement Markings shall be applied per the Contract Plans or WSDOT 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 WSDOT work, as provided herein, within ninety (90) calendar days after receipt of a WSDOT invoice, WSDOT 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.



# SPECIAL PROVISIONS for Construction Agreement

City Projects within Managed Access Areas

(Cities UNDER 27,500 Population)

## Construction Agreement Number:

**WSDOT and Public 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 WSDOT representative:
  
2. **PLAN CHANGES** (*Applicable to ALL Projects*)
  - **AGENCY CHANGE ORDERS / ADDENDAS.** Changes to any Approved Plan affecting WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction must be reviewed and approved by WSDOT prior to execution.
  - **STATE 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 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 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 by WSDOT, its agents or representatives, or by the exercise of any rights by WSDOT 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, WSDOT's Construction Representative and the Agency's Representative shall consult with WSDOT'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, WSDOT's Construction Representative and the Agency's Representative shall consult with WSDOT'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 WSDOT maintained Traffic Signals, Freeway Ramps, or Ferry Traffic. Applicable to all other City Projects when WSDOT 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 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 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.** WSDOT 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 WSDOT 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 WSDOT. Five (5) working days notification shall be given to WSDOT's Construction Representative prior to any lane closure.
- **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 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 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.

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 WSDOT 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 WSDOT 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 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 Agency or Prime Contractor shall maintain 24-hour telephone numbers at which the TCS can be contacted and be available upon request of the WSDOT 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 WSDOT owned highway right-of-way or highway right-of-way under WSDOT 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 WSDOT.

- **APPROVAL OF MATERIALS –**

**REQUEST for APPROVAL of MATERIALS (RAM).** The RAM shall be prepared by the Contractor or Public Agency in accordance with the instructions on Form 350-071 and submitted to WSDOT'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 Public Agency in accordance with the instructions in the QPL and submitted to WSDOT'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](http://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 WSDOT'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: [wsdot.wa.gov/biz/mats/ASA/ASASearch.cfm](http://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 '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 Public 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 WSDOT's Construction Representative prior to beginning the next phase of construction. WSDOT 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 WSDOT 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 WSDOT'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.
- **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, WSDOT'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 WSDOT'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 WSDOT'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 WSDOT's Construction Representative prior to placement of cement concrete.
  - **CONCRETE MIX DESIGN.** Prior to any placement of cement concrete, the Agency shall submit WSDOT approved Mix Design(s) for use on this Project to WSDOT's Construction Representative.
  - **DRAINAGE STRUCTURES.** Only structures stamped APPROVED by WSDOT's Fabrication Inspection Office shall be used on this project.
9. **UNSUITABLE MATERIALS.** *(Applicable to ALL Projects)* If determined necessary by WSDOT, unsuitable 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 freedrainage and granular, or other materials as determined by WSDOT'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 WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction on this project shall conform to WSDOT 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 WSDOT and Agency Agreement interferes in any way with the drainage of WSDOT highway, the Agency shall wholly and at its own expense make such provision - as WSDOT 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 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 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 WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction, except by written permission from WSDOT. All restoration shall be done to the satisfaction of WSDOT 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 WSDOT owned highway right-of-way or highway right-of-way under WSDOT 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 WSDOT and 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 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.
- 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 WSDOT 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, pre-approved plans, or special design plans. If the proposed signal standards are not on WSDOT’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 WSDOT’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 WSDOT’s Construction Representative a minimum of five (5) 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 WSDOT’s Construction Representative.

If WSDOT’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, WSDOT’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 WSDOT’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 WSDOT’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 WSDOT’s Construction Representative prior to installation.

- **TRAFFIC SIGNAL HEADS.** Unless ordered by WSDOT’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.
- **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: WSDOT’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 WSDOT’s Construction Representative. The Traffic Signal Turnon Checklist form will be furnished to the Agency/Contractor by WSDOT’s Construction Representative.

Unless approved by WSDOT’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 WSDOT’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 WSDOT’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 WSDOT’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 WSDOT’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 an existing signal are made. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by WSDOT’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 WSDOT’s Construction Representative.

19. **INTELLIGENT TRANSPORTATION SYSTEM CONSTRUCTION/INSPECTION** (*Applicable to City Projects within Limited Access Areas, Projects within Cities < 27,500 Population, and all County Projects*). The Agency shall assure that the construction of Intelligent Transportation Systems owned by WSDOT meets all requirements of WSDOT.
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 WSDOT’s Construction Representative. The DEPARTMENT shall own and maintain these signs- unless the Agency signs a Contract or Maintenance Agreement with WSDOT 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 WSDOT’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 WSDOT’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 WSDOT'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 < 27,500 Population, and all County Projects*). Two applications of paint shall be required for all paint stripe markings as per the Contract Plans or WSDOT Standard Specifications. Plastic Pavement Markings shall be applied per the Contract Plans or WSDOT 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 WSDOT work, as provided herein, within ninety (90) calendar days after receipt of a WSDOT invoice, WSDOT 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.



# SPECIAL PROVISIONS for Construction Agreement

## County Projects on State Highways or City Projects within Limited Access Areas

### Construction Agreement Number:

**WSDOT and Public Agency Agreement and these Special Provisions apply to all construction items within WSDOT jurisdiction and maintenance responsibility only.**

Applicable provisions are denoted by ( )

- 1. WSDOT REPRESENTATIVE.** No work provided for herein shall be performed until the Agency is authorized by the following WSDOT representative:
  
- 2. PLAN CHANGES** (*Applicable to ALL Projects*)
  - **AGENCY CHANGE ORDERS / ADDENDAS.** Changes to any Approved Plan affecting WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction must be reviewed and approved by WSDOT prior to execution.
  - **STATE 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 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 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 by WSDOT, its agents or representatives, or by the exercise of any rights by WSDOT 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, WSDOT's Construction Representative and the Agency's Representative shall consult with WSDOT'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, WSDOT's Construction Representative and the Agency's Representative shall consult with WSDOT'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 WSDOT maintained Traffic Signals, Freeway Ramps, or Ferry Traffic. Applicable to all other City Projects when WSDOT 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 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 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.** WSDOT 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 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 prior to construction. Weekend or Holiday (including Canadian Holidays-Skagit & Whatcom Counties) work is not permitted without written permission from WSDOT. Five (5) working days notification shall be given to WSDOT's Construction Representative prior to any lane closure.
- **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 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 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.

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 WSDOT 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 WSDOT 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 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 Agency or Prime Contractor shall maintain 24-hour telephone numbers at which the TCS can be contacted and be available upon request of WSDOT 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 WSDOT owned highway right-of-way or highway right-of-way under WSDOT 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 WSDOT.

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**REQUEST for APPROVAL of MATERIALS (RAM).** The RAM shall be prepared by the Contractor or Public Agency in accordance with the instructions on Form 350-071 and submitted to WSDOT'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 Public Agency in accordance with the instructions in the QPL and submitted to WSDOT'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](http://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 WSDOT'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: [wsdot.wa.gov/biz/mats/ASA/ASASearch.cfm](http://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 '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 Public 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 WSDOT's Construction Representative prior to beginning the next phase of construction. WSDOT 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 WSDOT 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 WSDOT'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.
- **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, WSDOT'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 WSDOT'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 WSDOT'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 WSDOT's Construction Representative prior to placement of cement concrete.
  - **CONCRETE MIX DESIGN.** Prior to any placement of cement concrete, the Agency shall submit WSDOT approved Mix Design(s) for use on this Project to WSDOT's Construction Representative.
  - **DRAINAGE STRUCTURES.** Only structures stamped APPROVED by WSDOT's Fabrication Inspection Office shall be used on this project.
9. **UNSUITABLE MATERIALS.** *(Applicable to ALL Projects)* If determined necessary by WSDOT, unsuitable 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 freedrainage and granular, or other materials as determined by WSDOT'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 WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction on this project shall conform to WSDOT 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 WSDOT and Agency Agreement interferes in any way with the drainage of WSDOT highway, the Agency shall wholly and at its own expense make such provision - as WSDOT 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 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 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 WSDOT owned highway right-of-way or highway right-of-way under WSDOT jurisdiction, except by written permission from WSDOT. All restoration shall be done to the satisfaction of WSDOT 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 WSDOT owned highway right-of-way or highway right-of-way under WSDOT 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 WSDOT and 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 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.
18. **TRAFFIC SIGNAL CONSTRUCTION / INSPECTION** (*Applicable to City Projects within Limited Access Areas, Projects within Cities < 27,500 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 WSDOT 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, pre-approved plans, or special design plans. If the proposed signal standards are not on WSDOT’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 WSDOT’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 WSDOT’s Construction Representative a minimum of five (5) 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 WSDOT’s Construction Representative.

If WSDOT’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, WSDOT’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 WSDOT’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 WSDOT’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 WSDOT’s Construction Representative prior to installation.

- **TRAFFIC SIGNAL HEADS.** Unless ordered by WSDOT’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.
- **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: WSDOT’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 WSDOT’s Construction Representative. The Traffic Signal Turnon Checklist form will be furnished to the Agency/Contractor by WSDOT’s Construction Representative.

Unless approved by WSDOT’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 WSDOT’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 WSDOT’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 WSDOT’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 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 WSDOT’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 WSDOT’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 an existing signal are made. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by WSDOT’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 WSDOT’s Construction Representative.

19. **INTELLIGENT TRANSPORTATION SYSTEM CONSTRUCTION/INSPECTION** (*Applicable to City Projects within Limited Access Areas, Projects within Cities < 27,500 Population, and all County Projects*). The Agency shall assure that the construction of Intelligent Transportation Systems owned by WSDOT meets all requirements of WSDOT.
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 WSDOT’s Construction Representative. The DEPARTMENT shall own and maintain these signs- unless the Agency signs a Contract or Maintenance Agreement with WSDOT 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 WSDOT’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 WSDOT’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 WSDOT'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 < 27,500 Population, and all County Projects)*. Two applications of paint shall be required for all paint stripe markings as per the Contract Plans or WSDOT Standard Specifications. Plastic Pavement Markings shall be applied per the Contract Plans or WSDOT 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 WSDOT work, as provided herein, within ninety (90) calendar days after receipt of a WSDOT invoice, WSDOT 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.