CITY COUNCIL
MEETING AGENDA

Online via Zoom and In Person at
Tumwater City Hall, Council Chambers,
555 Israel Rd. SW, Tumwater, WA 98501

Monday, August 01, 2022
7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Flag Salute**
4. **Special Items:**
   - a. Proclamation: Overdose Awareness Day; August 31 2022
5. **Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
6. **Consent Calendar:**
   - a. Approval of Minutes: City Council Worksession, June 14, 2022
   - b. Approval of Minutes: City Council Worksession, June 28, 2022
   - c. Approval of Minutes: Special Joint City Council with Squaxin Island Tribal Council, July 7, 2022
   - d. Approval of Minutes: City Council Worksession, July 12, 2022
   - e. Approval of Minutes: City Council Meeting, July 19, 2022
   - f. Payment of Vouchers (Shelly Carter)
   - g. Heritage Tree Nomination (Alyssa Jones Woods)
   - h. Barnes Lake Management District Steering Committee Reappointment of Gary Bodeutsch, Judith Loft, Kathy Peterson and Rusty Weaver (Hanna Miles)
   - i. 2022 Annual Striping Project, Award Contract (Mary Heather Ames)
   - j. Washington Opioid Distributor Settlement (Karen Kirkpatrick)
   - k. Interstate 5 / Trosper Road / Capitol Boulevard Reconfiguration – Building Demolition; Acceptance of Work (Bill Lindauer)
   - l. Interstate 5 / Trosper Road / Capitol Boulevard Reconfiguration; Washington State Department of Transportation (WSDOT) Construction Agreement (Bill Lindauer)
   - m. FEMA 4650-DR-WA Grant (Brian Hurley)
   - n. Darktrace Cyber Security Products and Services Contract (James Trujillo & Lance Inman)

7. **Council Considerations:**
   a. Ordinance No. O2022-006, Planned Unit Development (Brad Medrud)
   b. X Street Roundabout, Local Agency Agreement Supplement and Local Agency Federal Aid Prospectus (Brandon Hicks)
8. **Committee Reports**
   a. Public Health and Safety Committee (Leatta Dahlhoff)
   b. General Government Committee (Michael Althauser)
   c. Public Works Committee (Eileen Swarthout)
   d. Budget and Finance Committee (Debbie Sullivan)
9. **Mayor/City Administrator's Report**
10. **Councilmember Reports**
11. **Any Other Business**
12. **Adjourn**

Hybrid Meeting Information
The public are welcome to attend in person, by telephone or online via Zoom.

The City of Tumwater broadcasts and livestreams City Council meetings on cable television and the internet. Council meetings can be viewed on Comcast Channel 26 or on the TCMedia website.

Watch Online
https://tcmedia.org/stream.php, select "Watch, Streaming Now, Channel 26."
OR
Go to http://www.zoom.us/join and enter the Webinar ID 890 4514 9243 and Passcode 457116.

Listen by Telephone
Call (253) 215-8782, listen for the prompts and enter the Webinar ID 890 4514 9243 and Passcode 457116.

Public and Written Comment
Attend in person to give public comment or register by 6:45 p.m. the day of the meeting to provide public comment using the web-based meeting platform:
https://us02web.zoom.us/webinar/register/WN_ZMM-kzU2TSWsMXacSHgZTA

After registering, you will receive a confirmation email with a login to join the online meeting.

As an alternative, prior to the meeting, the public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. on the day of the meeting. Comments are submitted directly to the Mayor and City Councilmembers and will not be read individually into the record of the meeting.

Post Meeting
Video recording of this meeting will be available within 24 hours of the meeting.
https://tcmedia.org/channels.php

Accommodations
The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360)

252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us

Proclamation

WHEREAS, International Overdose Awareness Day shares the message that overdose deaths occur in all communities among people from every walk of life; and

WHEREAS, Tumwater stands beside those who have lost loved ones to an overdose and who have a substance use disorder and are diligently working toward recovery; and

WHEREAS, overdose deaths are preventable and can be caused by alcohol, over-the-counter medicine, stimulants and opioids; and

WHEREAS, like many places across Washington State, we need to continue to treat drug-related harm as a public health issue and invest in best practices that save lives and build communities; and

WHEREAS, anyone can visit the statewide resource www.stopoverdose.org and Recovery Help Line at 1-866-789-1511 for 24-hour information and help.

NOW THEREFORE, I, Debbie Sullivan, Mayor of the City of Tumwater, do hereby proclaim

August 31, 2022
Overdose Awareness Day

and I call upon the people of the City of Tumwater to join with me in raising awareness around drug overdose by reducing stigma through initiatives related to education, prevention, treatment and recovery support for substance use disorder.

Signed in the City of Tumwater, Washington, this 1st day of August in the year, two thousand twenty-two.

Debbie Sullivan
Mayor

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
June 14, 2022 Page 1

CONVENE: 5:30 p.m.

PRESENT: Mayor Pro Tem Michael Althauser and Councilmembers Peter Agabi, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Excused: Mayor Debbie Sullivan.

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Parks and Recreation Director Chuck Denney, and Planning Manager Brad Medrud.

THURSTON COUNTY HEALTHY YOUTH SURVEY DATA PRESENTATION:

Janine Koffel, Tumwater HOPES Coalition Coordinator, reported Tumwater HOPES (Tumwater Healthy Opportunities for Prevention, Empowerment, and Success) is a three-year community coalition promoting the health and well-being of children, youth, and families in Tumwater to prevent or reduce the risk of teen substance use and suicide. She acknowledged the support and the participation of Councilmembers Schneider and Swarthout over the last year.

Tumwater HOPES has achieved some success because of its resiliency to pivot and demonstrate flexibility and ingenuity necessary for a community coalition to sustain and survive unexpected events, such as a pandemic. She acknowledged and thanked Tumwater Middle School teacher Renee Cruickshank for advocating and facilitating the coalition's inclusion in the health education program at Tumwater Middle School and Bush Middle School to provide an intervention sport for students. The coalition also developed a youth coalition in partnership with Big Brothers Big Sisters of Southwest Washington.

Keitha Bryson, a retired teacher from Highline School District and member of Tumwater HOPES, shared information about the Youth Coalition, THEE (Tumwater HOPES Everywhere for Everyone).

Shelly Willis, Tumwater HOPES and Executive Director of Family Support and Education Service, described desired future efforts with the City Council on collaboration, engagement with youth, prevention efforts, and development of policies in support of prevention with Tumwater HOPES.

Councilmember Cathey asked whether the coalition is advocating for establishing a youth coalition in Tumwater. Ms. Koffel explained that the information shared about Lacey's Youth Council is only one example of how to engage youth. A youth council is a potential possibility the

Council might want to consider as a means of engaging youth. The THEE Youth Coalition could function as a sounding board for the Council to receive feedback from local youths or building on voter engagement by youth. Ms. Bryson added that two of the youth coalition members have applied to serve on the Youth Advisory Committee at the state level.

Councilmember Cathey acknowledged that the Council has collaborated with the Tumwater School District on ways to promote diversity and inclusion within the community. Establishment of a youth council might be a way to implement some of the Council's commitments.

Councilmember Jefferson inquired about the status of working with local high schools. Ms. Koffel said during her first year with the coalition, the engagement with high schools was limited due in part to COVID, as well as because of data associated with Bush Middle School. The Healthy Youth Survey data focused on grades 6, 8, 10, and 12. The most recent survey relied on 2018 data to apply for funding. At that time, the need was the greatest at the middle school level.

Councilmember Jefferson stressed the importance of working with high schools because of the number of bullying incidents resulting in some students relocating to other schools. Ms. Koffel shared that youth collation members include both middle and high school students. Next year, Tumwater HOPES is planning to serve high schools because the youth coalition will be much larger and is ready to move forward after working through its formative stages.

Mary Ann O'Garro, Senior Epidemiologist, Thurston County Public Health & Social Services, reviewed needs and gaps identified in the Thurston County survey results. She noted that some of the results are concerning while some of the results are positive. Thurston County was ranked eighth healthiest in 2022 out of 39 counties in the state. Recent data reflects Thurston County is losing some ground with last year's results dipping to sixth. Tumwater HOPES was able to obtain quantitative information by surveying Tumwater youths about positive things they would like to see in Tumwater. The results indicate a desire for an increase in youth involvement in equity work, prevention of bullying and "albelism" in schools, acceptance and safety of LGBTQ+ youths, system changes, prevention of gossiping and dis-inclusion, prevention of "R" slurs and other slurs, and acknowledgement of the importance of education. Data reflects that many children are bullied based on beliefs, perceived disability, and perceived gender identity. The community has a disparity and equity gap in how long students live based on race and ethnicity. Vaping and alcohol use has increased by youths in Tumwater

while marijuana use is comparable with Thurston County survey results. The Tumwater community has the same number of retail licenses for tobacco, vaping, alcohol, and marijuana establishments as Thurston County. The survey data is based on tenth graders. The focus on Tumwater is based on negative data results in the community. Suicide by youths in Tumwater is higher when compared to Thurston County youth. Youths experiencing bullying, slurs, and exclusion continue to experience higher suicide rates, which speaks to the importance and the need of positive work to influence outcomes.

Mayor Pro Tem Althauser asked about the possibility of taking advantage of youth participation through the Tumwater Youth Program (TYP) to serve as a forum for City initiatives. Director Denney affirmed the existence of a youth council that works closely with the department on the TYP. Members meet with recreation staff and provide feedback on TYP programs and events, as well as sharing information on their respective experiences at school, their lives, and how they can be supported through TYP programming. Staff is also represented on Tumwater HOPES. Department staff members plan to continue working with the coalition to move initiatives forward.

In response to questions from the Council, Ms. Koffel verified that the results of the healthy youth survey have been shared with Tumwater School District officials. Next month, a data work team will review the data in much greater detail. A City representative could join the team and share outcomes from the City's survey. Although the coalition's focus is on youth health and well-being, youth do not live in a vacuum and family, school, and community systems are also important.

Councilmember Cathey remarked that the Council has discovered the incredible passion, intelligence, and great speaking and advocacy skills of high school students when speaking about the protection of the environment. The work of the coalition is important to youths who want to participate to make a difference.

Councilmember Schneider acknowledged the role Tumwater HOPES plays in the community to address youth substance abuse, vaping, alcoholism, and suicide. He conveyed appreciation to the entire coalition team for making a difference in the community and in the schools.

Councilmember Dahlhoff noted that as a former student of Tumwater High School many decades ago, she experienced many of the same issues and similar messages of support from the community. She urged action and follow-through rather than another decade passing and another

generation experiencing the same issues, feedback, and concerns from the community without any kind of resolution.

Councilmember Jefferson questioned how the Council could improve its partnership with the schools. She asked about the status of the diversity position at the school district and whether the school district considers the issues seriously. City Administrator Doan responded that in many circumstances, young people are learning inappropriate, harmful, and dangerous behaviors at home and it is difficult for the community and the school district to correct those behaviors. He encouraged ongoing partnerships directly and indirectly, such as Tumwater HOPES and other organizations as the City lacks access to young people except through recreational programs. It will entail working with partners who have access to the school system that understand some of the issues young people are experiencing while developing programs supporting youths and families. He shared a graphic of the boundaries of local school districts. The boundaries of Tumwater School District extend well beyond the City limits of Tumwater. The City of Tumwater's boundary encompasses approximately 18 square miles while the Tumwater School District boundary encompasses 117 square miles. Although the population concentration is within the core of Tumwater, the school district boundary extends well beyond the City of Tumwater, which speaks to the characteristics of the school district as a separate governmental entity that does not align with the City's boundaries that can often create challenges.

Ms. Willis reported the coalition leadership has discussed ways to collaborate with the Council and other key leaders to provide resources, funding, and development in the community. The coalition desires a partnership with the Council to consider federal and other funding sources that would support the community.

Councilmember Agabi observed that the issues are essentially a global problem as he has also witnessed bullying incidents. As a City with a future new community center, it might be possible to offer programming for after school activities that could reduce incidents of bullying. Often, bringing youths together can reduce bullying incidents and other negative behaviors that often occur because of the lack of interaction between youths of different backgrounds, race, or ethnicity.

City Administrator Doan noted that the design of the community center includes a room to create capacity in the community that currently does not exist.

Ms. Willis advocated for offering a youth summit to give youth a voice.

Some training has been provided to youths on bullying and suicide prevention; however, more efforts are needed. She recommended collaborating with the Council to sponsor a youth summit.

Mayor Pro Tem Althauser thanked the speakers for sharing the informative presentation while acknowledging that much work would be necessary.

TUMWATER CRAFT INITIATIVE:

City Administrator Doan introduced Austin Ramirez as the City's Economic Development Manager. He introduced Aslan Meade with the Thurston Economic Development Council (EDC) and John Peters with Craft District, LLC.

City Administrator Doan provided an update on the status of the Tumwater Craft Initiative and identified partners for their efforts to promote the initiative. Tumwater Craft has its origins in bringing brewing back to the City. The old brick brewtower represents the early days of brewing beer in the City. The Schmidt House was home to the original brewery owner.

In recent years, redevelopment of the brewery property has been stymied by the current property owners and the lack of their willingness or ability to move forward to improve the property. Prior interests in the property included a potential water bottling plant followed by bank ownership of the property. To spark action and to look beyond the City's frustration because of the lack of redevelopment, the City considered ways of utilizing and leveraging the City's brewing history equity. During early efforts, the City learned that equity in the brewery existed around the concept of Olympia Beer and its popularity across the country. Initial efforts in 2011 by the City with the assistance of federal funding and in conjunction with Thurston Regional Planning Council (TRPC) led to the completion of a brewery visioning process and action plan that considered alternative futures for redevelopment of the brewery property. In 2014, the City pursued zoning changes within the Brewery District, as well as considering some transportation infrastructure needs resulting in completion of a market study to explore demand for different types of uses on the north side of Custer Way. The City completed a study of the old brewery tower, which led to the donation of the old brewhouse to the City of Tumwater along with some trail easements surrounding the building. Another study completed in 2015 funded in part by the Community Economic Revitalization Board (CERB), the City, Port of Olympia, and South Puget Sound Community College (SPSCC), documented demand in the country for brewing and distilling education, as well as cider making education and production. In 2016, the City

completed a Planned Action EIS (Environmental Impact Statement) funded partially by the Department of Ecology that considered all environmental and infrastructure requirements for development of the historic brewery property north of Custer Way. Unfortunately, the owners of the main brewery property were not willing to participate in the EIS. The Planned Action EIS documented some high to low moderate development scenarios. The main issues of the site are access and parking. One development scenario included a large parking garage located behind the historic brewhouse with access from the upper level of the garage. The Planned Action EIS was never used by the developer.

The City subsequently invested in the E Street Extension project, in part because of the Planned Action EIS and a prior neighborhood study pointing to the need to extend E Street to help facilitate redevelopment of the brewery and increase transportation capacity on Custer Way. Today, transportation capacity has been exceeded on Custer Way despite the lack of any new development of the brewery property. Because of the lack of capacity to accommodate additional traffic, the long-range plan directed the creation of a new east-west connection enabling 60% to 70% of the traffic on Custer Way (generated from Lacey, East Olympia, and Yelm) to use an alternate route and freeing capacity on Custer Way to accommodate any new development. The project is extremely expensive at approximately $60 million. The City has completed a project concept and has solicited funding support from the state and the federal government.

The City also joined with others to form an Innovation Partnership Zone (IPZ) for craft brewing, distilling, and cider-making. The IPZ serves to create the framework for future efforts and investments. With support from a CERB grant, the City completed a study on a start-up center for brewing, distilling, and cider-making.

Next year will be the 20th year anniversary of the brewery's closure. The legacy of the brewery in the City should be pursued quickly as many people are not even aware of the brewery. Today, Olympia Beer is no longer produced, which speaks to the importance of acting while people still remember the City's brewing legacy.

Washington State ranks fourth in the nation for the number of craft breweries. The state ranks third in the nation for distilling and was the number one ranked state at one point. Across the nation, states have relaxed distilling laws enabling a new industry. The state also ranks fourth in cider-making companies with New York and Michigan holding the top spots. Because of the abundance of heritage grains and orchards,

Tumwater is in the position of taking advantage of those agricultural products.

City Administrator Doan cited some success stories for successfully changing the branding of a city and region. One example is the City of Walla Walla previously known as the home of a state penitentiary and now as the wine industry courtesy of Walla Walla Community College investing in and creating the Center for Enology and Viticulture Institute, a wine education program offering programs for growing grapes and winemaking. The Port of Walla Walla is a partner and operates an incubator program of buildings leased to start-up wine entrepreneurs and distillers. The City of Walla Walla is also a designated IPZ, one of thirteen in the state. In Richland, Washington, the wine industry and the state invested in the Wine Science Center, which has leveraged wine to attract tourism to the city and region.

City Administrator Doan identified a wheel of partners comprised of many entities the City has various relationships with to include suppliers, brewers, distillers, cider makers, industry associations, educational institutions, economic development interests, food and science interests, Thurston Visitor and Convention Bureau, and the Olympia Tumwater Foundation. The EDC administers the Innovation Partnership Zone (IPZ) in conjunction with other resources and partners. South Puget Sound Community College has expanded its educational program from an associate degree to a bachelor's degree. In partnership with the City, the state funded $200,000 in the last legislative session for a start-up facility and $753,000 for an Alcohol and Tobacco Tax and Trade Bureau (TTB) Certified Lab, the only lab north of San Francisco and west of the Mississippi River certified for alcohol content testing and chemical composition. Previously, the Legislature provided funds for a CO2 capture facility enabling small breweries to trap their CO2 and use it to carbonate their beers. The state also invested an initial $500,000 through the City to assist the college to purchase initial equipment for the college program. Prior to COVID, a significant effort by the State Department of Agriculture and WSU was in process to promote a "grain to glass" movement by promoting the production of different types of grains, malt, and other products that support brewing and distilling.

City Administrator Doan reviewed an outline of the current plan for the Craft District. The college has constructed and opened its educational facility. A Market Building is currently under construction. Other planned buildings include a combination bank and coffee shop, restaurant, and an amphitheater. A component of the project includes the City and the developer disconnecting Tumwater Valley Drive and rerouting it to

another location intersecting at Capitol Boulevard. The old segment of Tumwater Valley Drive would be converted to a parking area with access to a trail segment of the Tumwater Valley Deschutes Trail. Construction is planned for a residential project on the property. City Administrator Doan shared images of some of the planned buildings.

City Administrator Doan responded to questions on how the City plans to successfully implement the brewing and distilling brand when so many other areas in the state are promoting similar strategies. The City and its partners have invested in all the components of the wheel to assist in creating a "place" that is centered on brewing and distilling by taking advantage of facilities, the City's brewing legacy, educational facilities, and local producers to create a center of excellence for brewing and distilling and expanding those efforts to feature other crafts and foods.

The Council and staff discussed the City's limited property ownership of the golf course wells and the old brew tower and problems associated with developing in Tumwater Valley because of flooding. The extension over Tumwater Valley from Cleveland Avenue to Capitol Boulevard at E Street is necessary to enable redevelopment of the brewery warehouse buildings.

Councilmember Cathey conveyed concerns about the new configuration of Tumwater Valley Drive and the close proximity of the road to the Deschutes River. She stressed the importance of the City monitoring the situation to avoid impacts to the river.

City Administrator Doan addressed questions about the lost opportunity for the City to purchase the brewery property and Walla Walla's advantage of being located within a rural area of the state. At the time of the brewery property's sale, the asking price was $16 million. The final sale at $4 million was the last offer based on negotiations between the bank (owner of the property) and the current owner. The City was never a party to the negotiations. The City of Tumwater's location serves as an advantage for brewery and distilling tourism because of its proximity to Portland and Seattle within a one to two-hour drive.

John Peters, Craft District, LLC, responded to several questions from the Council on how Tumwater plans to attract tourists to the City. Given that similar types of developments have been duplicated in other areas, Tumwater has a benefit with the college located in the Craft District with both a national and international draw, the City's brewing legacy, and the new development of an amphitheater and a district that features not only brewing and distilling but all forms of crafts. The City's location between

Seattle and Portland will attract tourists especially with the amphitheater playing a major role. The amphitheater, at this point, will be grassed with some terracing to be integrated over time. The company has been engaging in conversations with the brewery owners as there could be the possibility of future opportunities for a public/private partnership for the brewery property.

City Administrator Doan described the Warehouse District as a place featuring craft beer, spirits, cider, craft food, and products. Today, the Warehouse District located off Old Highway 99 south of 79th Avenue features Matchless Brewery and Triceratops Brewing Company, TartHard Cider, 8 Arms Community Bakery, Spud's Produce Market, Ila's Fine Foods, and Alaffia. The Warehouse District has created a gathering place for friends, neighbors and visitors to enjoy locally-made craft beverages and specialty foods and products.

City Administrator Doan reported agriculture is also an important component of the potential success of Tumwater's rebranding. It also represents an opportunity for bringing agriculture back to Thurston County. He introduced Aslan Meade with the EDC. Mr. Meade serves as the administrator of the Thurston Craft Brewing and Distilling IPZ.

Mr. Meade reported he joined EDC in January 2016 with a goal to promote regional-scale agriculture. With some foresight, the EDC, Port of Olympia, and other partners began examining the loss of resources when regional agriculture declined and ways to support small-scale farmers and food manufacturers. Thurston's Washington State University (WSU) Extension and Northwest Agriculture Business Center played an important part in those efforts along with the EDC as they worked on regional agriculture development initiatives. The pandemic provided more insight as to the true importance of resiliency for food production at a regional level. In terms of grain production, WSU has hosted the Cascadia Grains Conference at SPSCC for the last eight years with some disruption because of the pandemic. The EDC was approached several years ago by a group of farmers from the region (Lewis, Thurston, and Grays Harbor Counties) that had lost main contracts with National Frozen Food in Chehalis as the company ceased sourcing local foods and began sourcing all its products from Eastern Washington. The growers lost substantially as the commodities market is unpredictable because it functions on supply and demand. The farmers expressed interest in growing grains. WSU Extension began some field trials in Lewis County to determine the type of grains that could thrive in Western Washington. Grain samples were sent to labs in Pullman for taste studies. Some blind taste tests were also conducted during a Tumwater Brewfest. The EDC

and the farmers eventually entered into a contract with Great Western Malting in Vancouver, Washington and formed a growers cooperative for the first time in the region. The Port of Chehalis contributed some land for a facility and a rail spur to enable farming of grains in the region for brewing, distilling, and other uses. Funding was also secured through a legislative appropriation for storage facilities scheduled for construction next year. During the first year, farmers were able to cultivate 178 acres by contracting with Great Western Malting. During the second year, the contract doubled to 392 acres with this year's contract for over 1,000 acres. The EDC is nearing its goal of supporting farms and developing supply chains.

Mr. Meade shared information on the formation of a food hub in Tumwater on Port-owned property to aggregate food from multiple local growers and value-added processors to sell to local institutions (hospitals, schools, etc). A COVID-relief funded emergency food pantry is also offered of produce grown by local farmers.

Councilmember Cathey complimented and thanked Mr. Meade for his good work and efforts. Mr. Meade acknowledged the involvement of the other partners to include the City of Tumwater and WSU Extension. Each success helps to build the program and demonstrates how all the partnerships, the research, and all the components have joined through the years enabling greater success each year.

City Administrator Doan referred to ways to support entrepreneurs. Following the education program launched by the college, the partners considered ways to provide assistance to graduates who want to start a business. The concept of a start-up center was generated. The study for the center was funded by CERB, City of Tumwater, and SPSCC. The study examined the components necessary to establish a start-up center geared to existing small craft beer producers consisting of tasting room space and shared space and located in an area that attracts consumers, such as the Craft District to take advantage of the amphitheater, trail system, the golf course, Tumwater Brewfest, SPSCC, Heritage Brewing, and visibility from the freeway to assist in building audience awareness. The goal was to provide a co-location to enable small business owners to create relationships and share in marketing and collaboration. The study envisioned small tasting, production, and bottling/canning facilities in one location. SPSCC volunteered to lease its production equipment and canning equipment. The current plan is factored on SPSCC sharing its production equipment with small business owners with shared tasting room space. Conversations have been ongoing with Mr. Peters on ways to develop a facility that could utilize the state funding to develop a space

in the Craft District for up to five brewers, distillers, and cider-makers.

City Administrator Doan responded to questions about changes from the original plan for financing and launching the project. The initial plan was developed prior to the pandemic and the costs at that time were based on a 5,000 square-foot building for five tenants. The City sought $1 million from the Legislature to help fund the concept but only received $200,000. Since funding was insufficient, a new concept was developed of a production facility at the college site with tasting space shared by the producers. The proposal has scaled both because of the market as well as the amount of the funding received from the Legislature.

Next steps for the Craft District include construction of the market building within the next few weeks followed by the bank and the coffee shop. The residential project is scheduled to start this year. That project consists of 90 residential units of market-rate housing. The Development Agreement between the City and the Craft District ties the construction and relocation of Tumwater Valley Drive to both the market building and the residential project. The college has expressed interest in featuring a rickhouse within the Craft District.

Councilmember Cathey requested a more in-depth review of the residential project at a future worksession.

Mayor Pro Tem Althauser thanked the presenters and staff for sharing information on all the efforts.

City Administrator Doan thanked the Council for having the faith and trust that the efforts could help serve as the future for the City.

MAYOR/CITY ADMINISTRATOR'S REPORT:

City Administrator Doan reported the Thurston Climate Action Team (TCAT) has contacted the Council to engage in conversations about green energy and climate change response. TCAT's aggressive proposal calls for the three largest cities and Thurston County to move forward with a series of measures to address climate change. The intent is to meet individually with Councilmembers to lobby for budgeting for those efforts. He encouraged the Council to meet with TCAT but refrain from any budget commitments as the request to the jurisdictions is for $3 million, which divided by four jurisdictions still represents a substantial amount of money.

Councilmember Swarthout reported she and Councilmember Agabi met with TCAT members. They focused the conversation on three main areas of interest rather than considering the entirety of recommendations in the

report.

a. COUNCIL COMMENTS:

City Administrator Doan advised that the conversation is a follow-up to a request to discuss Council comments. The Council has a set of extensive Council Rules, which provides guidance in terms of comments offered by Councilmembers both as a private citizen and as a member of the Council. He referred the Council to Rule 4.12 for guidance on Councilmember comments, as well as a subsequent section on rules pertaining to discussions at the end of meetings for other business. He referred to Section 28-2, the no surprise rule, which speaks to the Council's respectfulness of avoiding surprises to either the Mayor or fellow Councilmembers. Rule 18 speaks to conflict of interest between personal and City comments, and roles as individuals and as Councilmembers. As an elected member of the Council, each member is a citizen of Tumwater as well as a Councilmember and that can present some challenges when speaking as an individual. He encouraged members to review Rule 18 for guidance. Rule 26 speaks to how rules are enforced.

City Administrator Doan advised that the reference to Council Rules was sparked by a request by a Councilmember to discuss Council comments as they occur during a Council meeting.

Councilmember Cathey requested clarification as to the definition of Council comments as it could pertain to comments offered at the end of the meeting agenda or comments during the course of a meeting. City Administrator Doan cited Sections 12.2 and 12.3 that speak to Council Reports and how the Council should address other business. The provisions speak to designating five minutes for each Councilmember at the end of the regular meeting to be used at their discretion for reports on activities or issues arising from their service as a designated City representative, as well as comments that are specific to City business, events, and activities. When the Council created the rules, the Council agreed to incorporate specific guidelines limiting comments to City business.

Discussion ensued on what constitutes a City business or activity and how Council Rules are applied concurrently enabling comments that are specific to City business. The rules also include guidance of Council interaction during meetings and interpersonal behaviors.

City Attorney Kirkpatrick shared that the Council Rules enable some latitude to the extent a Councilmember announces an event or activity in the City that benefit the residents of the City. Some guidance was incorporated to enable comments for Council Reports for City sponsored

events and meetings. The presiding officer of the meeting would interpret the rules if necessary and that process is defined in the rules.

Several Councilmembers shared how they rationalize whether their respective comments are connected to or specific to City business.

City Administrator Doan encouraged Councilmembers to contact him or City Attorney Kirkpatrick for additional guidance on examples of comments that veer outside of acceptable Council boundaries.

The Council and staff discussed dynamics of Council discussions, differences in opinions, voting, and the ability of moving on following a difference of opinions.

ADJOURNMENT: **With there being no further business, Mayor Pro Tem Althauser adjourned the meeting at 8:24 p.m.**

Prepared by Valerie L. Gow, Recording Secretary/President
Puget Sound Meeting Services, psmsoly@earthlink.net

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
June 28, 2022 Page 1

CONVENE: 5:31 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althauser, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, and Eileen Swarthout.

Excused: Councilmember Charlie Schneider.

Staff: City Administrator John Doan, Planning Manager Brad Medrud, and Communications Manager Ann Cook.

HAZARD MITIGATION PLAN FOR THE THURSTON REGION UPDATE:

Manager Medrud briefed the Council on the Hazard Mitigation Plan for the Thurston Region. The update process includes a public engagement component with the worksession affording an opportunity to update the community and the Council on the status of the update. Because of the likelihood for many natural disasters in the region, the community could be severely impacted and disrupted. The planning identifies and implements actions to relieve long-term risks to life and property prior to a natural disaster.

The plan addresses emergency preparedness, response, and mitigation. For example, to mitigate flooding, the City would ensure the codes do not allow new development in a floodplain. The current plan was adopted in 2017. The multi-jurisdictional update process includes all jurisdictions within Thurston County and incorporates broader strategies to reduce risks for the most destructive hazards threatening the region.

Manager Medrud identified the agencies involved in the update, the steering committee overseen by the Thurston County Emergency Management Council, and Thurston Regional Planning Council's (TRPC) role serving as the project manager and lead for the update. Jurisdictional staff participates in the hazard mitigation planning workgroups and will continue to meet through spring 2023.

The primary plan contents include community profile & capacity assessment; risk assessments (severity, impacts, probability, historic occurrences, and summary assessment); earthquakes; storms; floods; mudslides; wildfire fire hazard; and volcanic hazards. The City of Tumwater's mitigation strategies focus on currently adopted strategies; completed strategies, new strategies; and future land use plans, zoning, and development regulations.

In response to questions about potential impacts to the City's new biennium budget, Manager Medrud explained that the areas likely to be

covered are included in the 2017 plan, such as additional training on emergency services or the City's Comprehensive Plan update focusing on the climate mitigation component of the plan.

Manager Medrud reported the workgroup will help identify potential mitigation stakeholders, share ideas and resources, and review the draft plan. Workgroup meetings will behold via Zoom and are open to the public. The first phase of public outreach is a community wide survey open until July 31, 2022. All community members are encouraged to take the survey and share information on hazards of concern and potential actions to reduce losses. The project website includes information on meetings and materials, workgroup, partner resources from FEMA, contact information, and plan documents and maps.

The Thurston Region Hazard Assessment Map overlays hazard areas with community assets. A search tool on the website enables the user to enter an address and cycle through the hazard tabs on top of the map that may affect a residence or business.

Next steps include completion of the community survey on July 31, 2022, monthly workgroup meetings, development of the plan update by fall 2022, and beginning the formal jurisdictional review and adoption process in the first half of 2023.

Manager Medrud invited questions or comments.

Councilmember Jefferson asked about the vehicle for completing the community survey. Manager Medrud advised that the survey is an online survey located at Https://trpc.org/160/Hazards-Mitigation-Plan.

Manager Medrud responded to a comment regarding how the plan addresses environmental justice. The planning process does not explicitly speak to environmental justice, but it would be appropriate to query TRPC and the broader stakeholder group about what the region should be doing in the plan to support environmental justice measures.

WSDOT RIGHTS OF WAY INITIATIVE PROCESS AND HOUSING ACTIONS UPDATE:

Manager Medrud reported the update will cover the Washington State Department of Transportation (WSDOT) Rights-of-Way Initiative, an update on the Regional Housing Council (RHC), and the status of work on tenant protections.

The WSDOT Initiative is a state-driven effort to address people living in Thurston County I-5 right-of-ways, which are affecting specific sites in Thurston County, as well as King County, Pierce County, and other

large counties in the state.

A Governor's Executive Order was issued in May directing state agencies to work with local communities to move people from targeted state right-of-ways into better living situations. The effort is contingent on local agencies offering appropriate housing or shelter that is safer than living within a state highway right-of-way. Several challenges inherent in the process are the timeline for resolution and coordination with service providers. WSDOT is spearheading the coordination between Washington State Patrol, Department of Commerce, Thurston County, and the three jurisdictions in north Thurston County.

Four targeted right-of-ways have been identified as part of the effort and are located within the City of Olympia. The right-of-ways are located at I-5 interchanges at Lilly Road, Pacific Avenue, Sleater-Kinney, and along some portions of I-5 right-of-way near Wheeler, Plum Street, 4th Avenue, and Henderson Boulevard (Olympia). The Cities of Lacey and Tumwater are involved in the effort to ensure any spillover affects do not create cascading issues elsewhere and that a regional mechanism has been identified to contend with the issue.

The jurisdictions have been meeting frequently with the state agencies to review the process, next steps, and areas of responsibilities. The Lilly Road area was cleared last week. Approximately four individuals living at the site were offered opportunities for shelter in coordination with local non-profit organizations.

The state allocated funds to the counties affected by the issue. Thurston County is scheduled to receive $19 million to address efforts. The funds could assist in obtaining permanent housing or for services. The three sources of the funds include Proviso funds for ongoing services, outreach, operations, acquisitions, and capital improvements with the possibility of multi-year awards; Home Security funds for services, rapid rehousing, housing acquisition, and vouchers as a one-time fund over the course of three years; and Rapid Capital Acquisition funds for acquisition of rehab shelters, permanent supportive housing, transitional housing, or permanent housing with one-time funding.

The state has imposed a timeline to respond and submit a proposal for review and approval of a program and associated costs for each component. Additionally, an option exists for competitive resources available from Rapid Capital Acquisition and Apple Health and Home. The intent is to address immediate shelter needs and supporting services to help individuals transition and remain permanently in housing.

The three jurisdictions identified 24 shelter beds at Unity Commons in Olympia available for three years. It is likely the entire effort would require nearly 200 shelter beds. The proposal includes outreach to those living in WSDOT right-of-ways for three years to ensure if they move there is a successful outcome, hotel vouchers for individuals fleeing from domestic violence, and exploration of options to rent other hotel rooms on a temporary basis for temporary shelter.

The City of Olympia is working on a project located off Franz Anderson (south of Martin Way near Sleater-Kinney) to develop a portion of the property housing 50 tiny homes with services offered onsite. Other options explored include acquisition of local hotels or motels. Three options are under consideration. The first option is an acquisition of a 100-unit hotel used primarily for enhanced shelter initially with conversion to permanently supportive housing. The estimated cost is $15 - $20 million. The option would assist those individuals or families living in the four WSDOT right-of-ways. Right-of-way funding would be used to support the acquisition, operations, and rehab with 50% of the units dedicated to right-of-way individuals. A component of a local contribution would be necessary for acquisition and operations. A second option is acquisition of another 100-unit hotel for permanent supportive housing with 50% dedicated for enhanced shelter for right-of-way individuals. A local contribution would also be required. The third option is acquisition of both hotels.

The next steps include ongoing discussions between staff and preparation of a draft memorandum of understanding (MOU) for the Council to consider on July 19, 2022. The MOU is between the state, Thurston County, and the largest cities outlining the process the jurisdictions will follow with subsequent agreements to follow. Thurston County and the City of Olympia have entered into agreements with the state on shelter, outreach, and hotel vouchers. The City of Olympia is receiving agreements for the Franz Anderson site.

Councilmember Althauser underscored the anxiety many service providers are experiencing about the directive from the state. He is also uncomfortable with the position the cities and the county have been placed in by the state while acknowledging the opportunity to invest a significant amount of dollars into the system; however, the issue is the challenge of meeting the requirements to receive the funds. It is likely that some individuals will become displaced rather than sheltered based on the reality of the situation. The choice is the massive amount of funding the region could access to help build out the system but at a

potentially high cost for people who are living outside.

Councilmember Swarthout agreed the turnaround of one month is creating stress for all parties involved. She asked whether any hotels have been identified for potential acquisition. Manager Medrud advised that some hotels have been identified and some are in the process of acquisition with more details to follow.

City Administrator Doan emphasized that the massive investment is occurring in a very short timeframe. The focus in on the larger encampments along I-5 right-of-ways. Some individuals may elect not to take advantage of housing and it will be important to monitor those instances and be prepared to respond while also providing resources for individuals living along other right-of-ways.

Discussion ensued on the potential of other instances of individuals living in the right-of-way and steps the state might take to enforce encampments in right-of-ways. Manager Medrud explained that the jurisdictional group is discussing those concerns in terms of responsibilities for the initial clean-up efforts and ongoing enforcement and monitoring.

Manager Medrud reported the Regional Housing Council (RHC) (comprised of elected officials within Thurston County), jurisdictional staff, and providers through the Housing Action Team (HAT) recently met several times in May to explore the future of RHC and how it relates to other organizations within the community. As a follow-up to those meetings, staff and the RHC technical team are discussing short- and long-term proposals for three components of the Council's governance structure, how to integrate Housing Action Team functions within the RHC structure, and identifying resources to pursue long-term funding and policy solutions.

Councilmember Althauser commented on the need for dedicated staff to support RHC. Currently, jurisdictional staff members have been providing support which has created strain on city and county staff. One component is a need for assistance with staffing, as the workload is substantial.

Discussion ensued on some of the conversations surrounding the future governance structure of the RHC and the current role of the RHC and Thurston County Board of County Commissioners for some of the funding allocations. The RHC, in that role, forwards recommendations to the County Commission for funding priorities. The current structure

affords the RHC with the option of reconfiguring the funding priorities if the County Commission does not agree with the original proposal. The current structure of the RHC affords adequate influence for designating funding priorities supported by the cities.

Manager Medrud added that the technical team has completed the process and the next step is involving elected officials for the next level of discussions. The team is also planning to contact other similar organizations in the state to review their respective processes. The actual structure and function of the RHC will be dependent upon future discussions.

Councilmember Dahlhoff commented on her attendance to the HAT subgroup meetings of the Rental Senior Affordable and the Homeless Housing Hubs. Some of the discussions mentioned that the senior group would be left out of the RHC/HAT discussions. She asked Councilmembers Althauser and Cathey to ensure the senior element is included in those discussions. Manager Medrud advised that the technical team has not discussed exclusion of any of the subgroups of HAT. The subgroup's work on rental senior housing and homelessness is important to retain, as well as coordinating those efforts at a much better level in conjunction with RHC efforts. The team is discussing the best process to ensure all interests are represented and considered.

Manager Medrud updated the Council on the status of tenant protections. Staff is working with staff from the Thurston County Dispute Resolution Center to draft a proposal for tenant and landlord conflict resolution services. More information will be shared with the Council as those discussions continue. Additionally, staff is working on two housing practices ordinances. Legal staff has reviewed the state's Residential Landlord Tenant Act and provided feedback. Staff is revising the ordinance. The first ordinance includes some updates to the code for unfair housing practices, as well as a new chapter on rental housing code issues. The Council is scheduled to review the proposed ordinances in fall 2022. The fourth ordinance addresses the rental housing registration program.

Councilmember Cathey inquired about any recent action by the state to protect tenants from substantial rental rate increases experienced by many after the pandemic moratorium was lifted. Councilmember Althauser explained that state law preempts local jurisdictions from imposing rent controls. The recent work by the City on tenant protections is a good first step to ensure rental increase notification information is conveyed to renters.

The Council discussed some of the requirements and measures included in the proposed tenant protection ordinance and how recent increases in rents are affecting senior citizens and low-income residents.

INTERLOCAL AGREEMENT TO SOLICIT RFPS FOR A DESIGNATED SERVICE PROVIDER(S) FOR PEG ACCESS CHANNELS:

City Administrator Doan noted the proposal is not related to the performance of TC Media. Although TC Media has been the Public, Education and Government access (PEG) provider for cable service for many years, the jurisdictions have never released a bid for PEG services. Subsequently, the jurisdictions agreed it was important to provide an opportunity for other providers to compete and to ensure taxpayers are receiving the best service at the most affordable price.

Manager Cook reported that during the cable franchise agreement negotiation with Comcast, a number of changes in the federal cable act became effective and the three cities (Lacey, Olympia, and Tumwater) and Thurston County executed an interlocal agreement (ILA) to negotiate jointly with Comcast. Together, the jurisdictions negotiated the new franchise agreement with each jurisdiction. Within the franchise agreement a provision is included for PEG services as an option. Municipalities can choose to exercise options for PEG services in any combination desired by the jurisdiction. When the cities and the county first exercised the option for PEG services, only one provider provided the service. Since then, more providers are available along with a shift in cable viewership with national studies reflecting that only 40% of households have cable television. Cable subscribers continue to decline in the cities and in the county. New and emerging technologies provide more service options. During the pandemic, web-based meetings increased substantially. TC Media also began offering live streaming giving people access to watch Council meetings, committee meetings, and worksessions through web-based platforms and live streaming.

Based on a recent consumer survey, 53% of consumers want to access content on two or more wireless devices requiring the City to consider ways to deliver content (Council and advisory board and commission meetings) through traditional channels and through digital media. The proposal is to release a Request for Proposal (RFP) to receive proposals on what services can be provided. The City has the ability to award contracts to more than one service provider. TC Media has been contacted and encouraged to submit a proposal.

Councilmember Dahlhoff referred to the Council's work on the equity toolbox and asked whether the RFP has been updated to reflect diversity

preferences for inclusion of small, women, minority, and veteran owned businesses. Manager Cook said she would follow-up as the RFP is currently under development.

Councilmember Swarthout asked about the timeline associated with the RFP process. Manager Cook said the proposed ILA is scheduled for the next Council meeting with the RFP issued in August for award of a contract in December 2022.

City Administrator Doan added that implementation of a new contract is unknown at this time dependent upon the new provider and its ability to begin providing services.

Manager Cook noted the current contract with TC Media terminates at the end of the year for all four jurisdictions.

MAYOR/CITY ADMINISTRATOR'S REPORT:

City Administrator Doan encouraged the Council to participate in the City's 4th of July activities.

Mayor Sullivan reported the July 5, 2022 Council meeting has been cancelled. On July 7, 2022, the Council is scheduled to meet with the Squaxin Island Tribal Council.

Councilmember Jefferson referred to the recent presentation on the results of the Healthy Youth Survey presented by Janine Koffel from Tumwater HOPES and recounted her personal interactions with local families dealing with bullying incidents of their children in local schools. One young boy identified as gay experienced a bullying incident. The parent has elected to remove the student from Tumwater schools and is now attending another school in another neighboring district. She reached out to the Tumwater School Superintendent, Sean Dodson to thank him for his leadership as he assumed the position during a difficult time. She shared that she received guidance from City Administration after communicating a desire to speak to the Tumwater School Board as a Tumwater citizen to address some of the issues. She conveyed her thanks for her appointment and asked for the Council's support to serve as the City's representative on the Tumwater School District Equity Advisory Committee to continue the conversations.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 7:03 p.m.**

Prepared by Valerie L. Gow, Recording Secretary/President
Puget Sound Meeting Services, psmsoly@earthlink.net

TUMWATER SPECIAL JOINT CITY COUNCIL
& SQUAXIN ISLAND TRIBAL COUNCIL MEETING
MINUTES OF MEETING
July 7, 2022 Page 1

CONVENE:	5:30 p.m.
PRESENT:	Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althauser, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider and Eileen Swarthout Staff: City Administrator John Doan, Parks & Recreation Director Chuck Denney & Water Resources & Sustainability Director Dan Smith Members from the Squaxin Island Tribal Council
INTRODUCTIONS:	Introductions and called to order by Mayor Sullivan at 5:30 p.m.
ISSUES OF MUTUAL CONCERN:	They discussed issues of mutual interest.
ADJOURNMENT:	**Mayor Sullivan adjourned the meeting at 7:15 p.m.**

Prepared by Melody Valiant, City Clerk

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
July 12, 2022 Page 1

CONVENE: 5:31 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Michael Althauser, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Excused: Councilmember Peter Agabi.

Staff: City Administrator John Doan, Water Resources and Sustainability Director Dan Smith, and Communications Manager Ann Cook.

LOTT CLEAN WATER ALLIANCE RECLAIMED WATER STUDY UPDATE:

Manager Smith introduced Lisa Dennis-Perez, LOTT Environmental Planning & Communications Director and Wendy Steffensen, LOTT Reclaimed Water Infiltration Study Project Manager. Ms. Dennis-Perez and Ms. Steffensen updated the Council on the status of the LOTT Clean Water Alliance Reclaimed Water Infiltration Study, a study to answer community questions and concerns about residual chemicals that may remain in reclaimed water, and what happens when residual chemicals are infiltrated into the ground.

In the early 1990s, LOTT embarked on a long-range planning process to explore other alternatives for managing wastewater in the future based on discharge limitations to Budd Inlet imposed by the Department of Ecology. Through a planning and public involvement process, LOTT identified reclaimed water as a preferred strategy for managing wastewater in the future.

Following the adoption of the long-range plan, LOTT implemented the plan by building two facilities to produce Class A reclaimed water at the Budd Inlet Reclaimed Water Plant at the main treatment facility in Olympia and at the Martin Way Reclaimed Water Plant in Lacey, a satellite treatment facility producing Class A reclaimed water.

Ms. Steffensen described the composition and roles of the Reclaimed Water Infiltration Study participants:

- Steering Committee (LOTT Technical Sub-Committee)
- Community Advisory Group
- Science Task Force
- Peer Review Panel
- Study Team

The study's framework was to answer the question of what are the risks

from infiltrating reclaimed water into groundwater because of chemicals that may remain in the water from products people use every day, and what can be done to reduce those risks. The study's four main tasks were designed to answer specific questions:

- Task 1: Water Quality Characterization
  What is the current quality of our local waters: groundwater, surface water, drinking water, wastewater, and reclaimed water?
- Task 2: Treatment Effectiveness Evaluation
  What happens to reclaimed water that is infiltrated to groundwater: where does it travel and how quickly, and how does the quality of the water change over time?
- Task 3: Risk Assessment
- What are the relative risks of replenishing groundwater with reclaimed water?
- Task 4: Cost/Benefit Analysis
  What are the costs and benefits of various approaches for treating and using reclaimed water Study Team reported the reclaimed water study focused on two main questions of whether residual chemicals from household and personal care products are in local groundwater, surface water, wastewater, and reclaimed water and the effectiveness of LOTT's treatment processes for removing residual chemicals from wastewater.

The 10-year scientific study is nearing conclusion with the following key findings:

- Residual chemicals were found at very low levels (parts per billion and parts per trillion) in all types of water tested.
- LOTT's treatment processes were found to be effective at removing many residual chemicals in wastewater and reclaimed water, but some chemicals remain after treatment.
- Residual chemicals were found in the environment – in areas where reclaimed water is infiltrated to replenish groundwater – and in areas where it is not.
- Findings are consistent with similar studies conducted in other places in the country and the world preliminary results
- Potential risks are low and the current use of reclaimed water is safe.

Next steps include changes in regulations for some chemicals and that the chemical landscape will change as chemicals are phased out and new chemicals enter the wastewater treatment system. Based on study findings, the proposed approach is to continue using reclaimed water,

conduct targeted monitoring for trends of chemicals and potential sources of chemicals, and reevaluate the study and the need for advanced treatment in the future based on new information.

Ms. Dennis-Perez said one of the very first steps is to share the study results with the community and receive public input. The input will be integrated into a broader master planning effort currently in progress to revisit the long-term strategy and refine it for the future. Public engagement in the summer and fall includes a series of community forums. The first forum focuses on the Reclaimed Water Infiltration Study and sharing findings and obtaining feedback on the proposed next steps. Feedback from the forum will be used to prepare a second community forum focused on the broader master planning effort and obtain feedback on long-term management options for the future. Feedback will be used to draft the final draft of the Master Plan for review and to receive feedback by the community at a third forum. The feedback will inform a revised Master Plan at the end of 2022 or early 2023. The first forum is a virtual meeting on August 15, 2022 at 5:30 p.m. followed by an online open house from mid-August to mid-September. The open house enables visitors to review details of the study and provide feedback. To participate in either event, the public is asked to send an email to reclaimedwaterstudy@lottcleanwater.org for information on how to participate in the meeting and the open house.

Councilmember Swarthout asked whether legislation addressing products containing flame retardant chemicals has been effective in eliminating or reducing retardant chemicals in water. Ms. Steffensen advised that testing revealed that the presence of flame retardant chemicals did not reach any risk threshold.

Councilmember Swarthout commented that she receives daily emails from the public about microplastics in water. Ms. Dennis-Perez said microplastics in water is an area of great interest but unfortunately it was not considered as part of the study.

Councilmember Dahlhoff said data from the study provides future opportunities to track trending of by-products as they are banned to ascertain if exposure to humans has been lessened. She expressed appreciation for the work completed by LOTT, which is a nationwide leader in spearheading and modeling the way of using science to inform.

REGIONAL FIRE AUTHORITY REMNANT

City Administrator Doan reported the Regional Fire Authority Planning Committee is developing a proposal for the potential formation of a Regional Fire Authority (RFA) to provide fire and emergency medical

FUNDING:

services in Tumwater and Olympia. The current proposal is to fund the RFA with three primary revenue sources: a $1.00/$1,000 property tax, a Fire Benefit Charge, and the Medic One services contract. The operating assumption is that the City would lower its property tax by the corresponding $1.00/$1,000. With this change, the City's property tax rate for General Government would be approximately $1.26/$1,000 in 2022. Although $1.00 would be reduced, the City currently spends approximately $1.13 in general property tax revenue on the Fire Department excluding revenue received from Medic One. The result is an approximate $0.13/$1,000 "savings" to the City from the transfer of fire and emergency medical responsibilities to the RFA. The decision on the investment of the remnant funds (13 cents) is the responsibility of the City Council and not the RFA. He outlined the options for consideration:

1. Reduce the property tax by the 13 cents. This enhances the fiscal appearance of the RFA to the public, but puts a burden on the City's General Fund to provide services, including some remnant fire-related services.
2. Bank some or all of the property tax. This would require the City to take an action to bank the 13 cents of taxing capacity and the City could go back and pursue it at a future time. The City could do this in part or in total.
3. Immediately utilize the 13 cents for any General Fund purpose.
4. Immediately utilize the 13 cents but limit use to public safety purposes.

Staff recommends Option 4 as it provides for the remnant fire costs that the City is obligated to pay (LEOFF, Emergency Management, and the Fire Engine). It also invests additional funding in improvements to public safety through the Police Department, funds a shared Emergency Management staff position with Olympia, funds the Police Radio Replacement Program, and adds a Police Officer and equipment.

By 2031, with the payoff of the Fire Engine and reduced LEOFF obligations, the proposal calls for additional police personnel to be determined at that time.

Should the RFA receive voter approval, the Council would adopt action in a future budget. However, prior to the election, the Council is requested to adopt a resolution to retain the 13 cents per $1,000 valuation and dedicate the funds for public safety purposes.

Councilmember Schneider commented that the proposal of expenditures

is more than the projected amount of revenue from remnant property tax. He asked for additional clarity on the proposed expenditures and projected revenues.

Councilmember Dahlhoff noted that the Public Health and Safety Committee met earlier in the day and agreed the remnant property tax should be allocated to public health and safety purposes.

MAYOR/CITY ADMINISTRATOR'S REPORT: There were no reports.

RECESS TO EXECUTIVE SESSION: **Mayor Sullivan recessed the meeting at 6:07 p.m. for approximately 30 minutes to discuss collective bargaining pursuant to RCW 42.30.140(4)(b). No action is planned following the executive session.**

RECONVENE AND ADJOURNMENT: **Mayor Sullivan reconvened and adjourned the meeting at 6:35 p.m.**

Prepared by Valerie L. Gow, Recording Secretary/President
Puget Sound Meeting Services, psmsoly@earthlink.net

TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
July 19, 2022 Page 1

CONVENE: 7:01 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Michael Althauser, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, and Charlie Schneider.

Excused: Councilmembers Peter Agabi and Eileen Swarthout.

Staff: City Administrator John Doan, Communications Manager Ann Cook, Transportation Manager Mary Heather Ames, and City Clerk Melody Valiant.

SPECIAL ITEMS:

2021 TRANSPORTATION BENEFIT DISTRICT ANNUAL REPORT:

Manager Ames presented the Transportation Benefit District Annual Report for 2021.

Tumwater's Transportation Benefit District (TBD) generates revenue for transportation projects through sales tax as established by voter approval in September 2014. The TBD originally had a separate governing board. The Council became that governing board in November 2015 because of changes in the legal structure of a TBD in the state. The TBD exists to preserve and maintain City street infrastructure.

An RCW overseeing the TBD requires the preparation and issuance of an annual report covering the financial and construction details of the previous year. A draft report has been prepared for the Council's consideration for approval and release.

During 2021, the TBD completed a large pavement project affecting many areas of the City. The project applied 10,855 tons of asphalt on seven lane miles of road, completed 12 lanes miles of crack seal, completed 3,100 square yards of pavement and roadway repair, applied over 4,200 raised pavement markers, completed striping, completed 10 new ADA-compliant curb ramps, and repaired sidewalks.

In 2022, the TBD is scheduled to support the 2022 Pedestrian Improvement Project and the annual striping contract. Those smaller projects are part of a strategic move to enable project staff to focus on the large I-5/Trosper Road project and staging for the next two years of large paving projects.

Manager Ames requested approval to release the TBD Annual Report for posting on the City's website for ease of access and for the release the report to local media in accordance with state law.

Councilmember Schneider inquired about the source of transportation funding prior to the establishment of Tumwater's TBD. Manager Ames explained that prior to the establishment of the TBD, the City relied on state

and federal sources of grants as well as local funding. With the approval of establishing the TBD, the funding source enables the City to maintain and preserve the quality of streets within Tumwater.

MOTION: **Councilmember Althauser moved, seconded by Councilmember Schneider, to approve the 2021 Transportation Benefit District Annual Report as presented. A voice vote approved the motion unanimously.**

PUBLIC COMMENT: **Pamela Hansen, P.O. Box 14521, Tumwater**, cited amounts of property assessed value exempt from property tax in the City totaling approximately $95 million. The 2022 average levy rate countywide is $11.35 per $1,000 of assessed valuation. She referred to the people and businesses in the City who pay taxes. The Tumwater City Council approved on November 1, 2021 without additional conditions, a 12-year tax exemption for apartments that requires a wage of approximately $21.63 per hour to qualify for a studio apartment. At this time, the properties are not completed, appraised, or granted the tax exemption until the County Assessor receives and completes the paperwork. She asked whether the Council is aware of the China housing crisis and frozen bank accounts of the Chinese people. In China, the housing market is crashing and there are economic protests and unrest because of the housing market. Although the Council followed the RCW in granting the property tax exemption, the Council did not require additional income eligibility conditions. What happens next in the City is now occurring in the City of Olympia. Some people are manipulating an approximate $95 million assessed value tax shift.

CONSENT CALENDAR:

a. Approval of Minutes: Special Joint City Council & Nisqually Tribal Council Meeting, June 16, 2022
b. Approval of Minutes: City Council, June 21, 2022
c. Ordinance No. O2022-016, Repealing TMC Code Section 2.40 - Police Reserves
d. Intergovernmental EMS Contract – Basic Life Support Funding Amendment No. 2
e. WSDOT Rights of Way Initiative – Process Memorandum of Understanding
f. Resolution No. R2022-005 – Surplus Property
g. Interlocal Agreement to Solicit RFPs for a Designated Service Provider(s) for PEG Access Channels
h. First Amendment to Service Provider Agreement for Regional Fire Authority Planning
i. Interagency Agreement No. K7666, Department of Enterprise Services Energy Program

MOTION: **Councilmember Dahlhoff moved, seconded by Councilmember Schneider, to approve the consent calendar as published. A voice vote approved the motion unanimously.**

Mayor Sullivan reviewed the items approved on the consent calendar.

COUNCIL CONSIDERATIONS:

2022 PEDESTRIAN IMPROVEMENTS – AWARD AND AUTHORITY TO SIGN CONTRACT:

Manager Ames reported the 2022 Pedestrian Improvements project was reviewed by the Public Works Committee. The committee approved the request for staff to solicit bids for the project in June 2022. The bids received were higher than anticipated. The project includes installation of enhanced pedestrian mid-block crossings with rectangular rapid flashing beacons, reestablishment of a crossing at a signalized intersection, and repair of sidewalk deficiencies identified through the ADA Transition Plan Update process.

The project includes installation of a pedestrian crossing for the south approach to the Custer Way and Capitol Boulevard intersection, a Rectangular Rapid Flashing Beacon (RRFB) crossing on Capitol Boulevard north of Trosper Road (roughly at 5110 Capitol Boulevard S), an RRFB crossing on Barnes Boulevard at Ridgeview Loop in partnership with Tumwater School District, and various sidewalk deficiencies on residential streets that were identified through data collection as part of the recent Americans with Disabilities Act (ADA) Transition Plan Update.

The Tumwater School District contacted the City for completion of the school crossing. The Council executed an interlocal agreement with the Tumwater School District to complete the mid-block crossing and included it as part of the overall project with most of the project funded by the school district. The first project at Capitol Boulevard and Custer Way was not included in the scope of another project completed in summer 2020. Based on community feedback of the elimination of the pedestrian crossing at that time, staff explored options for reinstating the crossing.

Project funding includes funds from the Tumwater School District, TBD funds, and the Transportation Capital Facilities Plan (CFP). The engineer's estimate for the project was $425,000. Four bids were received by the City ranging from $493,337 to $655,655. Since the difference is greater than 10% of the engineer's estimate, the Council is required to approve the request. Staff reviewed the bids in detail and identified the substantial differences as asphalt, concrete, and traffic control (labor) costs. Staff believes the differences are due to the current volatile market and do not anticipate any significant reduction in costs over the next year with the likelihood of prices continuing to increase.

Staff recommends the City Council award and authorize the Mayor to sign a Public Works contract with Sound Pacific Construction, LLC of Gig Harbor, Washington, in the amount of $493,337 for the 2022 Pedestrian Improvements project.

Councilmember Schneider asked whether the bid is a firm cost that would not increase following execution of the contract. Manager Ames affirmed that the cost is final except in the instance of an approved change order process approved by the City, such as changes in project circumstances.

Councilmember Jefferson inquired about any prior experience by staff with the company. Manager Ames said she has not worked with the company; however, staff conducts reference checks to ensure the company is in good standing with the Department of Labor and Industries and that the company is bonded and licensed.

MOTION: **Councilmember Althauser moved, seconded by Councilmember Jefferson, to award and authorize the Mayor to sign a Public Works contract with Sound Pacific Construction, LLC of Gig Harbor, Washington, in the amount of $493,337 for the 2022 Pedestrian Improvements project. A voice vote approved the motion unanimously.**

COMMITTEE REPORTS:

PUBLIC HEALTH & SAFETY:
Leatta Dahlhoff

At its last meeting on July 12, 2022, the committee received a presentation on incidents involving active violence resulting in death and/or serious injuries that are plaguing communities across the nation. Based on a prior request by the committee, members of the police department led a discussion focused on active violence incidents in schools and reviewed preventative measures, response protocols, and different training provided for officers and school staff. The next meeting is scheduled on August 9, 2022.

GENERAL GOVERNMENT:
Michael Althauser

At its last meeting on Wednesday, July 13, 2022, the committee received a presentation on proposed amendments to the City's code for planned unit development, which provide developers flexibility in addressing existing regulations in exchange for requiring new developments to provide quantifiable public benefits. Members reviewed and discussed a memorandum of understanding on rights-of-way and people experiencing homelessness in Thurston County. The next meeting is scheduled on August 10, 2022.

PUBLIC WORKS:
Eileen Swarthout

During the July 7, 2022 meeting, the committee received presentations on Ordinance No. O2022-006, Planned Unit Development amendments with a focus on private streets; the 2022 Annual Striping Project and authority to solicit bid and award contract; and an Interagency Agreement with the Department of Enterprise Services for its Energy Program. The next meeting is scheduled on July 21, 2022. The agenda includes a review and discussion on the Interstate 5/Trosper Road/Capitol Boulevard Reconfiguration project involving acceptance of work for building

demolition and a construction agreement with the Department of Transportation for the project.

BUDGET AND FINANCE:
Debbie Sullivan

A review of the City's budget is scheduled at the Council's August 9, 2022 worksession.

MAYOR/CITY ADMINISTRATOR'S REPORT:

City Administrator Doan recapped the results of the City's 4th of July activities. The City previously banned the use of private fireworks. On July 2, 2022, the City's fireworks enforcement team experienced three contacts with community members followed by one contact on July 3, 2022 for the illegal use of fireworks. On July 4, 2022, the teams responded to 12 fireworks incidents and issued four warnings. The Tumwater Fire Department did not respond to any fireworks-related fire incidents during the July 4th holiday. The City's focus is directing the community to professional fireworks shows. The Parks and Recreation Department reported attendance was approximately 10,000 people at the Artesian Family Fun Fest and Thunder Valley Fireworks Show. City Administrator Doan acknowledged the work and efforts by City staff for coordinating all 4th of July events.

Mayor Sullivan reported the Community Action Council for Lewis Mason and Thurston Counties elected not to renew two contracts with Thurston County. More information on the action is available through a press release posted on its website.

Mayor Sullivan thanked everyone for participating in the 4th of July Parade.

On July 6, 2022 during the Intercity Transit Authority meeting, members reviewed the timeline for the interview panel for the 2022 Community Advisory Committee interviews for selection of three members. Members reviewed the agency's Mission, Vision, and existing Goals, and Policies.

Mayor Sullivan thanked members of the Council for attending the successful joint meeting with the Nisqually Indian Tribal Council.

Mayor Sullivan attended the July 13, 2022 Community Stakeholder Reception at St. Martin's University with the City's new Economic Development Manager, Austin Ramirez.

The next City Council meeting has moved from Tuesday, August 2, 2022 to Monday, August 1, 2022.

Councilmember Dahlhoff inquired about the reasons for the Community Action Council's recent action not to renew the contract for Coordinated Entry for single individuals through the Family Support Center. Nonrenewal of the contract has placed a substantial burden on the Family

Support Center. She asked about the potential of follow-up discussions on how to address harm experienced by community members and staff at Family Support Center. Mayor Sullivan replied that the Community Action Council plans to work with nonprofits offering those services. She is unsure of the status of whether those efforts have been assigned within the agency. Councilmember Dahlhoff asked for a follow-up with the Council regarding the action and how future services would be handled. Mayor Sullivan affirmed she would follow-up with the leadership of Community Action Council.

Councilmember Cathey questioned the reason for not renewing the contract, as it is confusing to the community because it speaks to an unwillingness to work with Thurston County. Mayor Sullivan shared information on Thurston County's action in February when the county pulled a contract and released a press release. Those affected individuals have still not been served and the ongoing process with Thurston County has involved dispute resolution discussions with no recent success in coming to terms. Additionally, the Community Action Council has always received a high rating in all of its audits. Thurston County insisted on classifying the Community Action Council as high risk, which could jeopardize future funding sources for the agency. The Community Action Council also supports Mason and Lewis Counties and considered the overall health of the Council. The Board subsequently unanimously approved the action not to continue contracting with Thurston County.

Mayor Sullivan addressed questions about Intercity Transit's process or schedule to consider adding bus service in Tumwater. Several Councilmembers conveyed concerns about the lack of bus service to the new Habitat for Humanity development off Henderson Boulevard, Boulevard Avenue, Trails End area, and the Preserve subdivision. Mayor Sullivan noted that Intercity Transit, similar to many other transit agencies, experienced a significant reduction in bus service during the pandemic. Intercity Transit has also experienced a high transmission of COVID among Intercity Transit employees and is experiencing staffing issues. Providing basic service has been difficult and the goal is stabilizing bus service to pre-COVID levels. She recommended inviting the General Manager of Intercity Transit to a future Council meeting or worksession to review the process for adding or extending routes serving the City of Tumwater.

COUNCILMEMBER REPORTS:

Michael Althauser: The Regional Housing Council (RHC) meeting included action on expenditure and authorization of funds. Previously, the Council received information on the spending plan for the Consolidated Homelessness Grant. However, since then, an extra $350,000 of unexpected funding was received to enable the RHC to reconsider the previous RFP and award some extra

funding to other entities that either did not receive full funding or did not receive funding during the first funding round. The RHC awarded $58,000 to Family Support Center for targeted homelessness prevention work, $40,000 to the Drexel House shelter for improved services, $35,000 to Quixote Village, and $207,000 to Olympia Mutual Aid Partners (OlyMAP) to continue outreach work. The entity is coordinating all the scattered site work underway for the last year. OlyMAP is a direct outreach service to encampments and is experiencing some positive results by connecting individuals to housing. Another round of funding is anticipated from some of the state's right-of-way funds to address the needs of individuals living on state rights-of-way. Approximately $200,000 was awarded to SafePlace for outreach for victims of domestic violence who are experiencing homelessness, and another $300,000 was awarded to OlyMAP for outreach and coordination with other housing services. Members discussed the Community Action Council issue and the other contract specific to housing and essential needs for over 300 community members in Thurston County to ensure there is an action plan to avoid any disruption in service. Thurston County plans to issue checks for vouchers directly until a service provider can be identified.

Councilmember Althauser attended the Capitol Lake Estuary Funding and Governance Work Group meeting. The Council is scheduled to receive a briefing on the work group's efforts at the Council's next meeting.

Angela Jefferson: Councilmember Jefferson thanked all City staff for their efforts in coordinating the July 4th of July Parade.

At the July 14, 2022 meeting of the LEOFF Disability Board meeting, members discussed the definition of "necessary treatment" based on questions from Councilmembers Agabi and Jefferson at the March meeting. The committee plans to discuss the issue at its next meeting.

Charlie Schneider: Councilmember Schneider attended the joint meeting with the Nisqually Indian Tribe Tribal Council and appreciated the opportunity to become better acquainted with the tribe and learn about their ideas and concerns. He also attended the Public Works Committee meeting. During the meeting staff described how to differentiate a public versus private street. Green street signs designate a street as public and blue street signs designate privately owned streets.

The Tumwater Youth Program booth as the 4th of July festival sold nearly 600 hot dogs and meals for its fundraising event.

Councilmember Schneider attended the annual Thurston Economic Development Council's Hootenanny event, an outdoor casual BBQ in Lacey.

The youth summer program at Tumwater FRESH Farm is active with 22 youths participating in planting, harvesting, and distributing food from the farm.

Councilmember Schneider commented on the affects of climate change on the world and the importance of the preservation of trees. He cited several new developments in the City that are removing numerous trees. He questioned the City's interest in ensuring the preservation of trees and requested the Council consider exploring the issue in the future.

Joan Cathey: Councilmember Cathey supported the request for the Council to explore the preservation of trees in the City. She thanked Mayor Sullivan for addressing her questions about Intercity Transit bus service as there has been some community frustration about the lack of bus service in the City.

At the last meeting of the Solid Waste Advisory Committee, members discussed a significant investment to develop a transfer station in the south county area.

Councilmember Cathey attended the last meeting of the RHC with Councilmember Althauser.

Councilmember Cathey attended the last meeting of the General Government Committee.

Leatta Dahlhoff: The Regional Fire Authority Steering Committee continues to meet biweekly. The committee needs the assistance of the Council in terms of sharing any community comments, questions, and concerns with members of the committee as it moves toward the phase of developing and identifying the factors to create a Fire Benefit Charge for different types of housing square footage, commercial, and industrial uses. The committee is also reviewing organizational charts and required staffing for the Regional Fire Authority, asset transfers from each fire department, and next steps for framing messaging to the two communities.

Councilmember Dahlhoff reported on her attendance to the Thurston County Opioid Response Task Force and the Law Enforcement Assisted Diversion meetings. The meeting minutes are posted on each entity's respective website. The City's webpage also lists each Councilmember's committee assignments.

Councilmember Dahlhoff conveyed appreciation to Councilmembers Schneider and Cathey for sharing their concerns and comments with respect to impacts to the community from climate change. She cited the balance of inclusion and growth while meeting the needs of the community. She referred to the City's strategic priorities and goals and continued efforts to achieve those priorities and goals. It is important the Council can

participate in discussions as it positively points to how the community will be served better.

Councilmember Cathey added that it is important not to trade economic development for the degradation of the planet, which will require some tough decisions by the Council. It is important to consider the right balance between money and economic development and destroying the environment, water, air, and wildlife.

ADJOURNMENT: **Councilmember Dahlhoff moved, seconded by Councilmember Cathey, to adjourn the meeting at 8:03 p.m. A voice vote approved the motion unanimously.**

Prepared by Valerie L. Gow, Recording Secretary/President
Puget Sound Meeting Services, psmsoly@earthlink.net

TO: City Council

FROM: Shelly Carter, Assistant Finance Director

DATE: August 1, 2022

SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of the payment of vouchers 170418 to 170464 in the amount of $68,572.25 dated June 17, 2022 and electronic payments 901728 to 901741 in the amount of $175,514.00; and the payment of vouchers 170465 to 170543 in the amount of $455,077.15 dated June 24, 2022 and electronic payments 901742 to 901759 in the amount of $158,490.46 and wire payments of $395,717.05; and the payment of vouchers 170544 to 170596 in the amount of $200,972.47 dated July 01, 2022 and electronic payments 901760 to 901776 in the amount of $38,813.94; and the payment of vouchers 170597 to 170680 in the amount of $766,838.67 dated July 08, 2022 and electronic payments 901777 to 901798 in the amount of $57,536.23; and the payment of vouchers 170681 to 170787 in the amount of $1,249,719.62 dated July 15, 2022 and electronic payments 901799 to 901834 in the amount of $222,555.94 and wire payments of $209,981.39; and the payment of vouchers 170788 to 170846 in the amount of $105,558.22 dated July 22, 2022 and electronic payments 901835 to 901848 in the amount of $99,510.42.

2) Background:

The City pays vendors monthly for purchases approved by all departments. The Finance Director has reviewed and released the payments as certified on the attached Exhibit(s). The full voucher listings are available by request to the Assistant Finance Director. The most significant payments* were:

Vendor	$	Description
Econolite Control Products Inc	35,273.83	Permanent Cabinet & Parts for Capitol/Lee Signal
HD Fowler company Inc	29,145.51	Pumps and Parts 88th Ave Lift Station
Shea Carr Jewell Inc	78,314.87	Professional Services Apr 16-May 13, Cap Blvd/Israel/M St Project
WA State Dept of Revenue	50,207.70	Monthly Excise Tax
Thurston County Title Co	200,834.55	Purchase of LOTT House
AWC Employee Benefit Trust	129,545.64	July 2022 Premiums
Acushnet Company	66,197.90	Golf Inventory – bundle balls
LEOFF Health & Welfare Trust	50,121.18	Police Guild Premiums – July 2022
Standard Parts Corp (NAPA)	26,268.82	Replacement tire changer & balancer with accessories – Fleet shop
ICF Jones & Stokes Inc	110,344.68	Professional Services thru 5/27/22 – Bush Prairie Habitat Conserv. Plan Phase 2
MTN2COAST LLC	23,565.00	Prof Serv – Israel & Linderson Survey/Mapping
LOTT Wastewater Alliance	602,881.35	May 2022 Lott Fees Collected
Bobbie & Amanda's	20,156.52	June Janitorial Service

Vendor	$	Description
Cleaning Svc		
Aqua Terra Cultural Resource Consultants	30,111.08	Professional Services – Phase 1 Union Pioneer Calvary Cemetery GPR
Core & Main	20,732.29	Water Shop Inventory
Envir Sys Research Inst Inc	30,085.00	GIS License Agreement
LOTT Wastewater Alliance	730,609.19	June 2022 LOTT Fees
WA ST Dept of Revenue	61,190.71	June Excise Tax Payment

* Includes vouchers in excess of $20,000, excluding routine utility payments.

3) Policy Support:

- Strategic Goals and Priorities: Fiscally responsible and develop sustainable financial strategies.
- Vision Mission Beliefs-Excellence: Efficient stewards of public resources, building public trust through transparency.

4) Alternatives:

- ❑ Ratify the vouchers as proposed.
- ❑ Develop an alternative voucher review and approval process.

5) Fiscal Notes:

The vouchers are for appropriated expenditures in the respective funds and departments.

6) Attachments:

A. Exhibit A – Payment of Vouchers – Review and Approval
B. Exhibit B – Payment of Vouchers – Review and Approval
C. Exhibit C – Payment of Vouchers – Review and Approval
D. Exhibit D – Payment of Vouchers – Review and Approval
E. Exhibit E – Payment of Vouchers – Review and Approval
F. Exhibit F – Payment of Vouchers – Review and Approval

EXHIBIT "A"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 170418 through 170464 in the amount of $68,572.25
Electronic payment No 901728 through 901741 in the amount of $175,514.00
Wire payments of $5,396.33

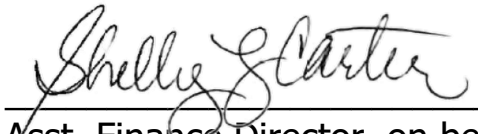


Asst. Finance Director, on behalf of the Finance Director

EXHIBIT "B"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 170465 through 170543 in the amount of $455,077.15
Electronic payment No 901742 through 901759 in the amount of $158,490.46
Wire payments of $395,717.05



Asst. Finance Director, on behalf of the Finance Director

EXHIBIT "C"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 170544 through 170596 in the amount of $200,972.47
Electronic payment No 901760 through 901776 in the amount of $38,813.94



Asst. Finance Director, on behalf of the Finance Director

EXHIBIT "D"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 170597 through 170680 in the amount of $766,838.67
Electronic payment No 901777 through 901798 in the amount of $57,536.23



Asst. Finance Director, on behalf of the Finance Director

EXHIBIT "E"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 170681 through 170787 in the amount of $1,249,719.62
Electronic payment No 901799 through 901834 in the amount of $222,555.94
Wire payments of $209,981.39



Asst. Finance Director, on behalf of the Finance Director

EXHIBIT "F"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 170788 through 170846 in the amount of $105,558.22
Electronic payment No 901835 through 901848 in the amount of $99,510.42



Asst. Finance Director, on behalf of the Finance Director

TO: City Council

FROM: Alyssa Jones Wood, Sustainability Coordinator

DATE: August 1, 2022

SUBJECT: Heritage Tree Nomination

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1) Recommended Action:

Staff recommends the City Council formally designate the Douglas fir tree nominated by Kate Thedell as a Heritage Tree. The Tree Board approved this designation at their July 11, 2022, meeting.

---

2) Background:

Tumwater Municipal Code (TMC) 16.08.075 *Heritage trees* establishes the process by which trees can be nominated for designation by citizens, the Tumwater Tree Board, or City staff.

On April 23, 2022, Tumwater resident Kate Thedell submitted an application for the Tree Board to consider the Douglas fir tree a Heritage Tree. At their July 11, 2022, meeting the Tree Board recommended that the City Council approve the Heritage Tree Nomination.

---

3) Policy Support:

Be a leader in Environmental Sustainability.

- Implement Urban Forestry Plan.

---

4) Alternatives:

- ❑ Reject the nomination.

---

5) Fiscal Notes:

Once a Heritage Tree is designated, it is eligible for a commemorative plaque and annual evaluation by the City's contracted Urban Forester. Additionally, staff time will be utilized to update the City's Heritage Tree map.

---

6) Attachments:

A. Heritage Tree Nomination – Kate Thedell Memorandum
B. Kate Thedell Heritage Tree Nomination Form

City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

HERITAGE TREE NOMINATION – KATE THEDELL

MEMORANDUM

CITY COUNCIL – AUGUST 1, 2022

Background

Following adoption of the Urban Forestry Management Plan on March 2, 2021, the Tree Board reviewed the Tree Board's primary responsibilities in implementing the Plan, including the heritage tree program. The Tree Board asked staff to:

- Make sure that the City's designated heritage trees lists and maps are updated and current.
- Review opportunities to add memorial trees, such as the September 11, 2001 tree and Arbor Day trees such as those trees south of the library.
- Review the process for adding signage for the heritage trees.
- Seek new heritage tree nominations from the community.

Definition and Resources

From the City's Heritage Trees website, heritage trees are:

> *"Trees that have historical significance, by virtue of age, association to a historical structure, district, person or event, rare or unique species, or significant stand (grove) of trees can be designated as Heritage Trees, and therefore provided with special protections."*

More can be found out about heritage trees on the City website here:

> *https://www.ci.tumwater.wa.us/departments/community-development/trees/heritage-trees*

Appendix 1 contains the definitions section of TMC 16.08 *Protection of Trees and Vegetation* as well as TMC 16.08.075 *Heritage trees designated*.

"Heritage trees" and "historic trees" are defined in TMC 16.08.030 as follows:

> *M. "Heritage tree(s)" means tree(s) designated by the city and their owners as historical, specimen, rare, or a significant grove of trees.*

> *N. "Historic tree" means any tree designated as an historic object in accordance with the provisions of TMC Chapter 2.62.*

Among the Urban Forestry Management Plan actions to be implemented, two addressed heritage trees:

Action 2.1.J. Designate, register, and promote heritage trees.

Priority	Leads [Primary (P) & Secondary (S)]	Timing	Monitoring Action
#2	Community Development (P) Tree Board (S)	Start in Spring 2023 based on Peninsula Environmental Group work and update every five years thereafter	Track number of trees considered heritage trees on an ongoing basis

Action 8.1.B. Identify tree specimens, including heritage trees, on City property that illustrate proper tree care and discuss in articles on the City website and social media.

Priority	Leads [Primary (P) & Secondary (S)]	Timing	Monitoring Action
#2	Community Development (P) Parks and Recreation (S) Public Works (S) Tree Board (S)	Start in Spring 2023 and evaluate every five years thereafter	Evaluate program as compared to the Goals, Objectives, and Actions of the Plan

Current Heritage Trees

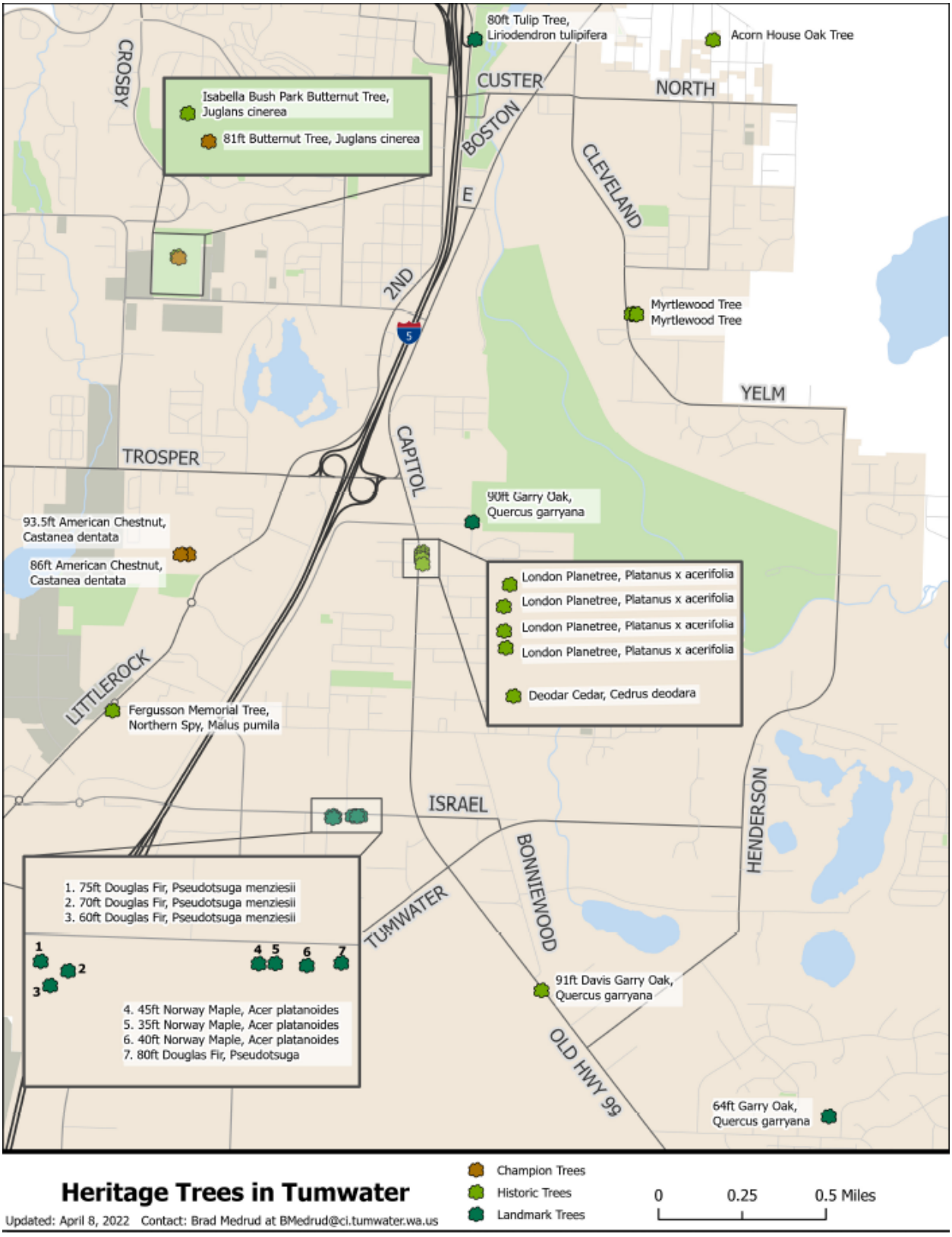


Figure 1. Heritage Trees in Tumwater

Proposed Heritage Tree Nomination

1. Kate Thedell filed a nomination form for a Douglas fir at the end of Glenwood Drive near the shore of Trosper Lake. The Tumwater Tree Board passed a motion to further Kate Thedell's nomination to the City Council for final approval.

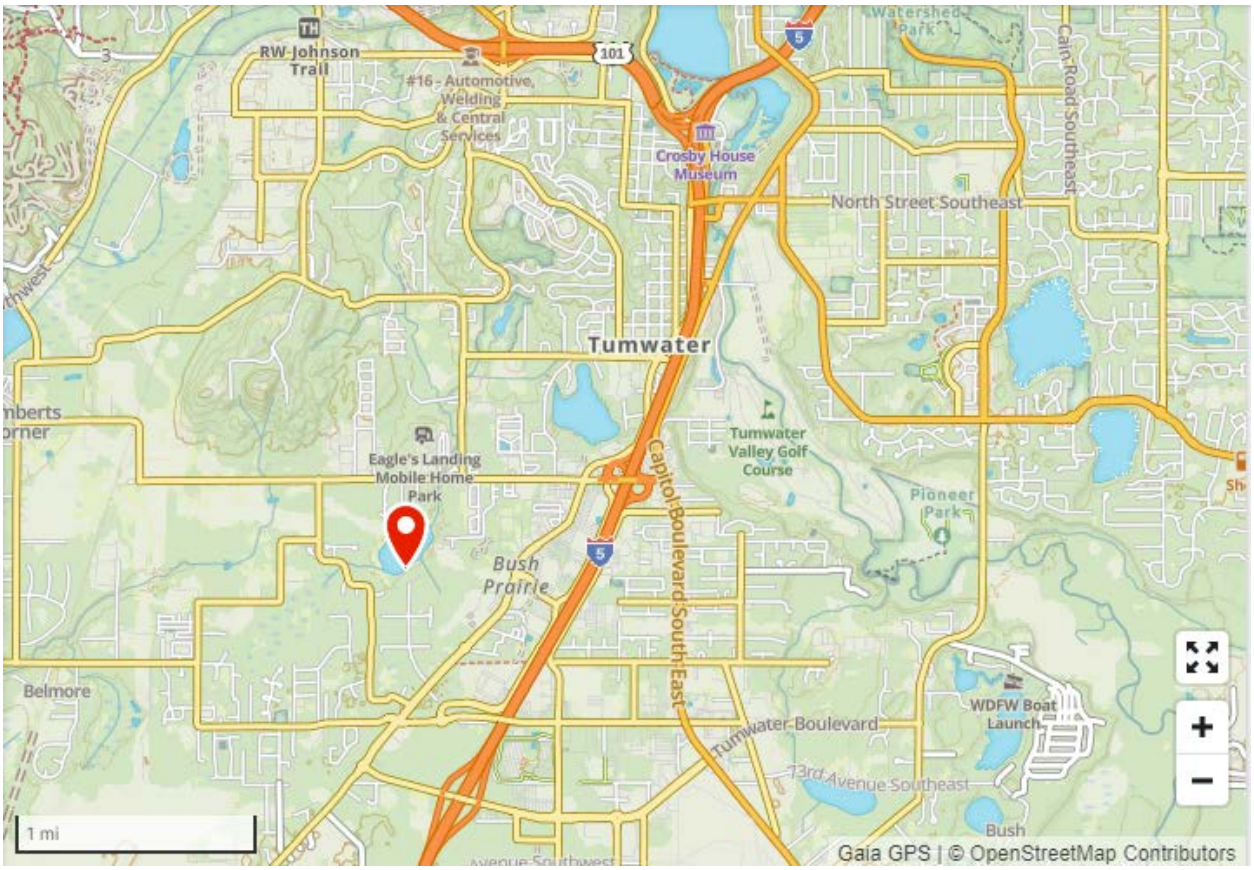


Figure 2. Nominated Heritage Tree Location also available in an interactive map at https://www.gaiagps.com/public/BVZrUwtoq8HHZTiQ3NQlaWNS/?layer=GaiaTopoRasterFeet



Figure 3. Nominated Tree. Person at base of tree is 5 foot 5 inches in height for scale.

A new entry to a form/survey has been submitted.

Form Name:	Heritage Tree Nomination Form
Date & Time:	04/23/2022 12:07 PM
Response #:	14
Submitter ID:	11099
IP address:	71.197.243.176
Time to complete:	1 min. , 48 sec.

Survey Details

Page 1

Heritage Tree Nomination Form

Trees that have historical significance, by virtue of age, association to a historical structure, district, person or event, rare or unique species, or significant stand (grove) of trees can be designated as Heritage Trees, and therefore provided with special protections.

Who is submitting this nomination?

(○) Landowner

Nominator contact information.

Nominator Name	Kate Thedell
email	kate@thedell.net
Daytime Phone Number	(360) 789-3461

What criteria does this tree meet?

(○) Specimen: Age, size, health, and quality factors combine to qualify the tree as unique among the species in Tumwater and Washington State.

Please provide an address or location of the tree(s).

Glenwood Park neighborhood park

Please provide as much information about the tree as you can (size, type, age).

Douglas fir, very large, unsure of age, interested in dating for preservation.

The landowner must consent to the nomination prior to consideration. Has the landowner agreed to this nomination?

(○) Yes

Landowner contact information

Landowner Name	Glenwood Park Assoc
email	kate@thedell.net
Daytime Phone Number	(360) 789-3461

If you have a a photo you would like to share, please upload it here.

20220423_114358.jpg

TO: City Council

FROM: Hanna Miles, Executive Assistant/Deputy City Clerk

DATE: August 1, 2022

SUBJECT: Barnes Lake Management District Steering Committee Reappointment of Gary Bodeutsch, Judith Loft, Kathy Peterson and Rusty Weaver

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1) Recommended Action:

Confirm Mayor Sullivan's reappointment of Gary Bodeutsch, Judith Loft, Kathy Peterson and Rusty Weaver to the BLMD Steering Committee.

---

2) Background:

In 2005, Council appointed representatives to the BLMD Steering Committee for purposes of advising the Council on recommended lake management activities to insure a high-level of lake health while balancing the recreational, wildlife, water quality, and aesthetic needs of Barnes Lake. Steering Committee positions are limited to those having an ownership interest in the Barnes Lake Management District. Upon Council confirmation, the two-year term for all members listed above will expire September 30, 2024.

---

3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

Tumwater of the future will be people-oriented and highly livable, with a strong economy, dynamic places, vibrant neighborhoods, a healthy natural environment, diverse and engage residents, and living connection to its history.

We Believe in PEOPLE:
Partnership | We work collaboratively with residents, businesses and community organizations.

---

4) Alternatives:

- ❑ Do not confirm the reappointments
- ❑ Confirm some of the reappointments
- ❑ Some other course of action

---

5) Fiscal Notes:

There is no cost associated with reappointing volunteer advisory board members.

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6) Attachments:

A. Supplemental information of volunteers.

A

January 21, 2007

Dan Smith
Barnes Lake Management District Steering Committee
Staff representative
555 Israel Road SW
Tumwater, WA 98501

Dear Mr. Smith,

Please accept this letter of interest for a position on the Barnes Lake Management District Steering Committee.

I have attended two meetings of the Steering Committee and have found that this Committee is quite serious about improving the Barnes Lake area. I believe I can contribute to the work of the committee.

I have lived on Barnes Lake most of the last thirty years. I worked on improving the value of the lake for lake residents prior to the creation of the BLMD by surveying lake residents and helping organize a voluntary contribution method.

I intend to live in the Barnes Lake area for at least the next two years and would be able to attend most meetings of the Steering Committee.

Thank you for consideration of this letter,

Gary Bodeutsch

[redacted]

City of Tumwater
MAY 10 2005
Administration Dept.

Statement of Interest

Barnes Lake Management District Steering Committee

Name: JUDITH LOFT

Address: [redacted]

Reasons why I am interested in participating as a member of the Steering Committee:

I am a 'concerned' resident of the Lake.
I am on the committee of the Friends of Barnes Lake
I am keen to see the Lake Conservation.
Management succeed.
And finally I am retired and have some
And prepared to do the 'reading' extra time!

Judith Loft
Signature

May 0 14 2005.
Date

Home Phone Number: [redacted]

Work Phone number: as above.

Email address: [redacted]

City of Tumwater
MAY - 5 2005
Administration Dept.

Statement of Interest

Barnes Lake Management District Steering Committee

Name: Kathy Peterson

Address [redacted]

Reasons why I am interested in participating as a member of the Steering Committee:

Barnes Lake is an important resource to the homeowners around the lake and a haven for fish and wildlife. I have lived on Barnes Lake for 26 years and have watched the quality of the lake deteriorate significantly. I supported the lake clean-up efforts of 1993 and was a founding member of the Barnes Lake Conservancy and currently serve as secretary. I am recently retired from the State of Washington, where I managed an $8 million federal grant and wrote administrative rules for the Mental Health Division. I look forward to the opportunity to work cooperatively in support of the Barnes Lake Management District.

Kathy Peterson
Signature

5/5/05
Date

Home Phone Number [redacted]

Work Phone number: _____

Email address: [redacted]

RECEIVED
MAY - 6 2005
TUMWATER PUBLIC W

08/19/2016

Attn.: Dan Smith

I would like to serve a term on the Barnes Lake Management District Steering Committee. I have been a resident on the lake for six years.

C. G. "Rusty" Weaver

APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests. Thank you!

Name: CECIL "Rusty" WEAVER

Address: [redacted]

Telephone: [redacted] (Cell)

(Work)

Date: 08/19/2016 Email: [redacted]

BOARD, COMMITTEE OR COMMISSION	PREFERENCE NUMBER:
Barnes Lake Management District Steering Committee Eleven members; Mayoral appointment; two-year terms; active	1
Board of Parks and Recreation Commissioners: Seven members; Mayoral appointment with Council confirmation; three-year terms; active	
Civil Service Commission: Three members; Mayoral appointment; six-year terms; active	

TO: City Council

FROM: Mary Heather Ames, Transportation Manager

DATE: August 1, 2022

SUBJECT: 2022 Annual Striping Project, Award Contract

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1) Recommended Action:

Staff requests that City Council award and authorize the Mayor to sign a public works contract with Specialized Pavement Marking, LLC of Pacific, Washington, in the amount of $129,503.75 for the 2022 Annual Striping project.

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2) Background:

Historically, Thurston County has performed the restriping work for the City's 140 miles of painted longitudinal pavement markings. Due to the COVID-19 pandemic and staffing constraints, Thurston County has been unable to do the restriping work for the City. Staff are now looking to contract the work for furnishing and installing of the painted longitudinal pavement markings and any removal of pavement markings needed to complete the project.

Using the Small Works Roster process, staff requested proposals from eight (8) contractors. Unfortunately, only one (1) was received at $129,503.75. The engineer's estimate was $110,000.

---

3) Policy Support:

City of Tumwater Strategic Priorities and Goals 2021-2026:

C. Create and Maintain Transportation System Safe for All Modes of Travel

---

4) Alternatives:

- ❑ Reject the proposal and resolicit quotes for the work.

---

5) Fiscal Notes:

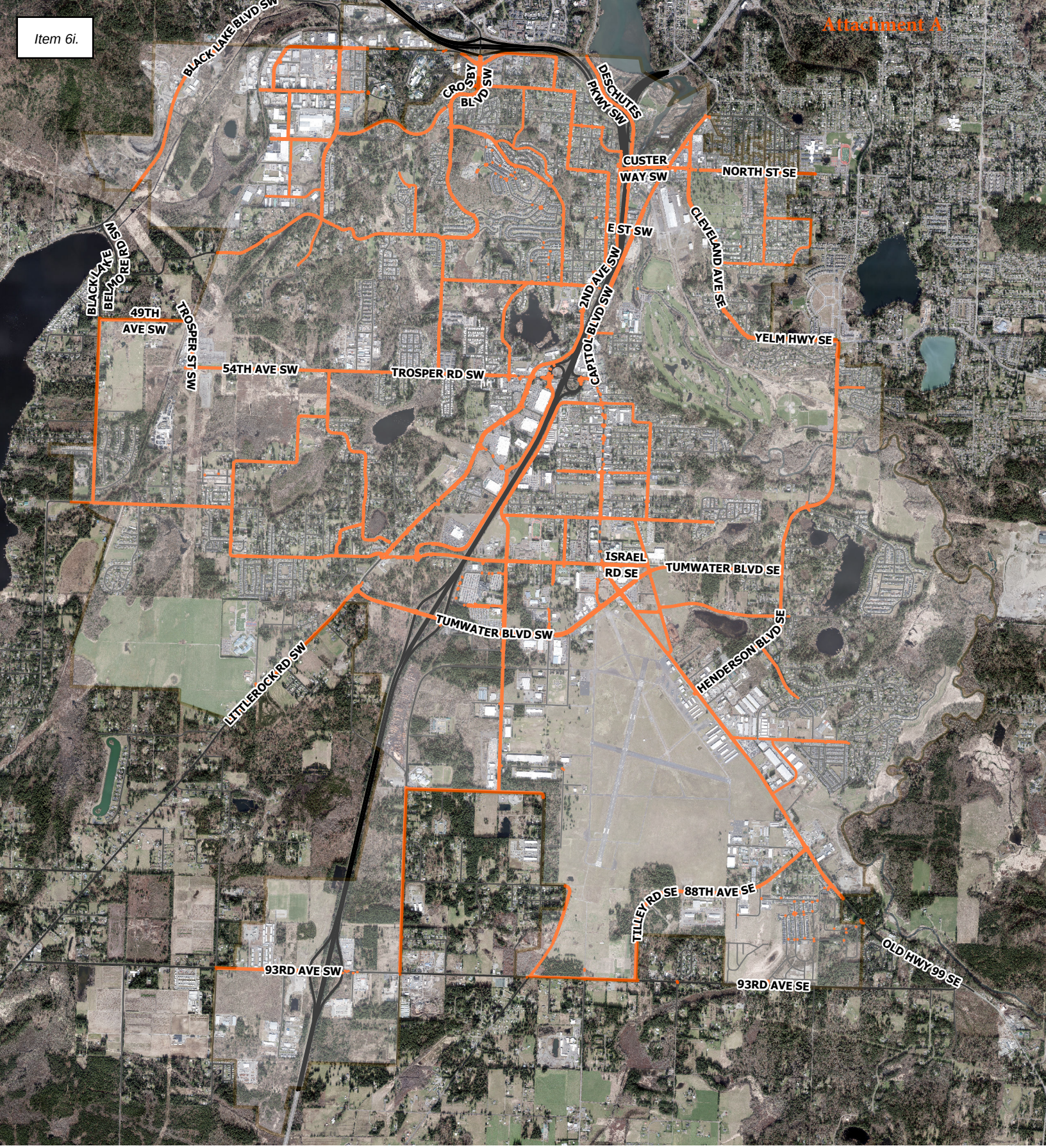
Funding for project will come from General Fund – Streets operating budget.

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6) Attachments:

A. 2022 Annual Striping Project Map
B. Proposal

Attachment A



City of Tumwater 2022 Annual Striping Map

Annual Striping
Residential
Arterial/Collector
Freeway/Highway
City of Tumwater

0 0.5 1 2 Miles

N

SPECIALIZED PAVEMENT MARKING
175 Roy Rd SW Bldg C * Pacific, WA 98047
Tel: 253-299-1200 * 253-299-1250
Lic. # SPECIPM781B9

PROPOSAL

ATTENTION: ALL GENERAL CONTRACTORS

PROJECT: 22-0521- CITY OF TUMWATER ROAD STRIPE

BID DATE: 7/22/2022

ITEM #	DESCRIPTION	PLAN QTY	UNIT	UNIT BID	TOTAL BID
1	REMOVING PAINT LINE	3430.00	LF	$ 2.00	$ 6,860.00
2	PAINT LINE	590490.00	LF	$ 0.14	$ 82,668.60
3	PAINTED WIDE LINE	173805.00	LF	$ 0.23	$ 39,975.15
	TOTAL				$ 129,503.75

PLEASE NOTIFY US RIGHT AWAY IF WE GOT THIS JOB SO WE CAN PROCESS AND CREATE A FILE

Specialized Pavement Marking, LLC proposes to furnish all labor, equipment and materials necessary to complete referenced project
Quote good for 30 days from above date, after which time a price adjustment may be necessary.

STIPULATIONS:

1. CITY TO PROVIDE TRAFFIC CONTROL & LAYOUT
2. PROPOSAL EXCLUDES BOND. BOND CAN BE PROVIDED AT 1.35% OF CONTRACT TOTAL
3. THIS PROPOSAL TO BE INCLUDED WITH CONTRACT DOCUMENTS.

FOR QUESTIONS REGARDING THIS QUOTE,PLEASE CONTACT MIKE SUSNER-253-299-1200 Sus.Susner@spmnw.com
THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT WITH YOUR COMPANY.

SINCERELY

MIKE "SUS" SUSNER
ESTIMATOR

TO: City Council

FROM: Karen Kirkpatrick, City Attorney

DATE: August 1, 2022

SUBJECT: Washington Opioid Distributor Settlement

---

1) Recommended Action:

Approve and authorize the Mayor to sign the Subdivision Settlement Participation Form (Exhibit A) related to the One Washington Settlement Attorney General Bob Ferguson reached with three of the largest opioid distributors, Cardinal Health, AmerisourceBergen, and McKesson.

---

2) Background:

The abuse of prescription opioids is a growing problem, not just in Tumwater, but in the State of Washington and nationwide. Individuals have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids and the toll opioid abuse and overuse causes on our resources is significant. Following more than 6 months of trial, a settlement was reached between the State Attorney General's office and the three largest opioid distributors, Cardinal Health, AmerisourceBergen, and McKesson.

In April 2022, the City previously authorized the Mayor to sign the One Washington Memorandum of Understanding, which outlined how the funds the State of Washington receives from the National Settlement would be divided between participating jurisdictions. The City of Tumwater is included in the Cascade Pacific Action Alliance Region, which is comprised of Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties, and will receive 0.2065982350% of any settlement funds received. The One Washington settlement that was reached will result in the three companies paying approximately $518 million over 17 years.

This latest settlement by the Attorney General's Office incorporates the allocation method previously approved under the National Settlement and entitles local governments who elect to participate to access additional funding for an array of strategies to combat the epidemic, as outlined in the Attorney General's June 1, 2022, correspondence (attached as Exhibit B).

A full copy of the Washington State Settlement Agreement is attached as Exhibit C. The 571-page National Settlement Agreement can be found by clicking the following link: National Distributor Settlement

---

3) Policy Support:

Funds would be utilized to help provide social and health services for those impacted by opioid use and addiction. They would also assist with the prevention of overuse and abuse, which supports our policy to provide and sustain quality public safety services and our commitment to explore regional partnerships to provide social and health services.

4) Alternatives:

- ❑ Not authorize the submission of the Settlement Participation Form.

5) Fiscal Notes:

Tumwater would receive 0.2065982350% of any settlement funds received.

6) Attachments:

A. Subdivision Settlement Participation Form
B. Correspondence from Attorney General Bob Ferguson Dated June 1, 2022
C. Distributors Washington Settlement Agreement

EXHIBIT A

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 ("*Distributors Washington Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 ("*Global Settlement*") attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.

6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

EXHIBIT B

Bob Ferguson
ATTORNEY GENERAL OF WASHINGTON
1125 Washington Street SE – PO Box 40100 – Olympia, WA 98504-0100

June 1, 2022

Dear Local Elected Leaders:

After six months of trial, my office recently announced an agreement in principle with the three largest opioid distributors, Cardinal Health, AmerisourceBergen and McKesson.

The resolution will result in these three companies paying approximately $518 million over 17 years if all conditions are met. If approved, this will also constitute one of the largest settlements in state history.

As detailed in the attached agreement, **you and your colleagues will have discretion to earmark a significant portion of these resources to combat the opioid epidemic in your communities**.

The opioid distributor settlement will only be finalized after 100% of litigating Washington local governments and 90% of non-litigating Washington local governments with a population over 10,000 agree to the deal **by executing and returning the enclosed Participation Form. We have a deadline of September 23, 2022 for local government approval.**

I strongly urge you to agree to the settlement. While no settlement is perfect, this resolution will result in our state receiving significantly more than we would have received if we accepted the national resolution earlier this year. If we do not receive the requisite participation by the local governments, we will not receive the $518 million to help Washington combat the opioid epidemic.

Additionally, if approved, these resources will start flowing into our communities this year to abate the crisis that continues to devastate families across our state.

Local governments will be able to choose from a broad array of strategies to combat the epidemic. As examples, this includes:

- Supporting individuals in treatment and recovery, including providing comprehensive wrap-around services to individuals with opioid use disorder, including housing, transportation, education, job placement, job training or childcare;
- Addressing the needs of pregnant women and their families, including those with babies with neonatal disorder;
- Preventing opioid misuse, overprescribing and overdoses through, among other strategies, school-based and youth-focused programs, public education campaigns, increased availability and distribution of naloxone and other drugs that treat overdoses, additional training and enhancements to the prescription drug monitoring program; and
- Supporting first responders, among other strategies.

This structure is similar to the arrangement that 48 other states and local governments have entered into with opioid distributors. Importantly, no group of litigating or non-litigating jurisdictions has decided not to approve the national settlement, and this resolution will bring tens of millions more to our communities.

Since February of last year, our office has recovered a total of more than $730 million from opioid litigation, including $183 million in recoveries from Purdue Pharma, more than $18 million from Mallinckrodt, and $13.5 million from McKinsey to address harms from the opioid crisis. **This includes $159 million in additional resources because we rejected national settlements involving Purdue Pharma and the distributors and took those corporations to court.**

Our trial with Johnson & Johnson is scheduled for September 2022.

Sincerely,



BOB FERGUSON
Attorney General

RWF/jlg

Encl.

EXHIBIT C

DISTRIBUTORS WASHINGTON SETTLEMENT AGREEMENT

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Exhibit H Distributor Global Settlement Agreement H-1

DISTRIBUTORS – WASHINGTON SETTLEMENT AGREEMENT

I. Overview

This Distributors Washington Settlement Agreement ("*Agreement*") sets forth the terms and conditions of a settlement agreement between and among the State of Washington, McKesson Corporation ("*McKesson*"), Cardinal Health, Inc. ("*Cardinal*") and AmerisourceBergen Corporation ("*Amerisource*") (collectively, the "*Agreement Parties*") to resolve opioid-related Claims against McKesson, Cardinal, and/or Amerisource (collectively, "*Settling Distributors*").

By entering into this Agreement, the State of Washington and its Participating Subdivisions agree to be bound by all terms and conditions of the Distributor Global Settlement Agreement dated July 21, 2021 (including its exhibits) ("*Global Settlement*"), which (including its exhibits) is incorporated into this Agreement as Exhibit H.[1] By entering this Agreement, and upon execution of an Agreement Regarding the State of Washington and the Distributor Global Settlement Agreement ("*Enforcement Committee Agreement*"), unless otherwise set forth in this Agreement, the Settling Distributors agree to treat the State of Washington for all purposes as if it were a Settling State under the Global Settlement and its Participating Subdivisions for all purposes as if they were Participating Subdivisions under the Global Settlement. Unless stated otherwise in this Agreement, the terms of this Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall be defined as they are in the Global Settlement.

The Settling Distributors have agreed to the below terms for the sole purpose of settlement, and nothing herein, including in any exhibit to this Agreement, may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, or any misfeasance, nonfeasance, or malfeasance, all of which the Settling Distributors expressly deny. No part of this Agreement, including its statements and commitments, and its exhibits, shall constitute or be used as evidence of any liability, fault, or wrongdoing by the Settling Distributors. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

II. Conditions to Effectiveness of Agreement

A. *Global Settlement Conditions to Effectiveness.*

1. The Agreement Parties acknowledge that certain deadlines set forth in Section VIII of the Global Settlement passed before the execution of this Agreement. For

[1] The version of the Global Settlement as updated on March 25, 2022 is attached to this Agreement as Exhibit H. Further updates to the Global Settlement shall be deemed incorporated into this Agreement and shall supersede all earlier versions of the updated provisions.

that reason, (i) Settling Distributors agree to treat the State of Washington as satisfying the deadlines set forth in Section VIII of the Global Settlement provided that the State of Washington satisfies its obligations set forth in this Section II and (ii) the State of Washington agrees to treat Settling Distributors as having satisfied all notice obligations under Section VIII.B of the Global Settlement as to the State of Washington.

2. The State of Washington shall deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors by September 30, 2022. This Section II.A.2 supersedes the deadline for delivering those signatures and releases set forth in Section VIII.A.1 of the Global Settlement.

B. *Agreement with Enforcement Committee.* This Agreement shall not become effective unless the Enforcement Committee and the Settling Distributors execute the Enforcement Committee Agreement. If the Enforcement Committee Agreement is not executed by June 1, 2022, the State of Washington and Settling Distributors will promptly negotiate an agreement that mirrors the Global Settlement to the extent possible and with a credit of $1,000,000 to Settling Distributors to account for possible credits the Settling Distributors would have received under Section V of this Agreement from the State Cost Fund and the Litigating Subdivision Cost Fund of the Global Settlement and to be deducted from the Year 7 payment described in Section V.B.1 and Section V.C.g of this Agreement.

C. *Participation by Subdivisions*. If the condition in Section II.B has been satisfied, this Agreement shall become effective upon one of the following conditions being satisfied:

1. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington must become Participating Subdivisions by September 23, 2022.

2. If the condition set forth in Section II.C.1 is not met, the Settling Distributors shall have sole discretion to accept the terms of this Agreement, which shall become effective upon notice provided by the Settling Distributors to the State of Washington. If the condition set forth by Section II.C.1 is not met and Settling Distributors do not exercise discretion to accept this Agreement, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

D. *Dismissal of Claims.* Provided that the conditions in Sections II.B and II.C have been satisfied, the State of Washington shall file the Consent Judgment described in Section I.N of the Global Settlement and attached hereto as Exhibit G ("*Washington Consent Judgment*") with the King County Superior Court ("*Washington Consent Judgment Court*") on or before November 1, 2022. This Section II.C.2 supersedes the deadline for submitting a Consent Judgment set forth in Section VIII.B of the Global Settlement. In the event that the Court declines to enter the Washington Consent Judgment, each Settling Distributor shall be entitled to terminate the Agreement as to itself and shall be excused from all obligations under the Agreement, and if a Settling Distributor terminates the Agreement as to itself, all releases and other commitments or obligations contained herein with respect to that Settling Distributor will be null and void. The date of the entry of the Washington Consent Judgment shall be the effective date of this Agreement

("*Washington Effective Date*"). Within the later of forty-five (45) days after the Washington Effective Date or December 31, 2022, each Settling Distributor will certify to the State that all medical claims data provided to it during the litigation (including Medicaid, PMP, LNI claims, and PEBB data) has been destroyed by the party and its agents, including all retained experts.

III. Participation by Subdivisions

A. *Notice*. The Office of the State of Washington Attorney General in consultation with the Settling Distributors shall send individual notice of the opportunity to participate in this Agreement and the requirements for participation to all Subdivisions eligible to participate who have not returned an executed Subdivision Settlement Participation Form within fifteen (15) days of the execution of this Agreement. The Office of the State of Washington Attorney General may also provide general notice reasonably calculated to alert Subdivisions, including publication and other standard forms of notification. Nothing contained herein shall preclude the State of Washington from providing further notice to, or from contacting any of its Subdivision(s) about, becoming a Participating Subdivision.

B. *Trigger Date for Later Litigating Subdivisions.* Notwithstanding Sections I.EE and I.GGGG of the Global Settlement, as to the State of Washington, Settling Distributors and the State of Washington agree to treat the Trigger Date for Primary Subdivisions as September 23, 2022 and the Trigger Date for all other Subdivisions as May 3, 2022.

C. *Initial and Later Participating Subdivisions.* Notwithstanding Sections I.BB, I.CC, I.FF and Section VII.D and E of the Global Settlement, any Participating Subdivision in Washington that meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C of the Global Settlement on or before September 23, 2022 shall be considered an Initial Participating Subdivision. Participating Subdivisions that are not Initial Participating Subdivisions but meet the applicable requirements for becoming Participating Subdivisions set forth in Section VII.B or Section VII.C of the Global Settlement after September 23, 2022 shall be considered Later Participating Subdivisions.

D. *Subdivision Settlement Participation Forms.* Each Subdivision Settlement Participation Form submitted by a Participating Subdivision from the State of Washington shall be materially identical to Exhibit F to this Agreement. Nothing in Exhibit F is intended to modify in any way either the terms of this Agreement or the terms of the Global Settlement, both of which the State of Washington and Participating Subdivisions agree to be bound. To the extent that any Subdivision Settlement Participation Form submitted by any Participating Subdivision is worded differently from Exhibit F to this Agreement or interpreted differently from the Global Agreement and this Agreement in any respect, the Global Agreement and this Agreement control.

IV. Settlement Payments

A. *Schedule.* Annual Payments under this Agreement shall be calculated as if the State of Washington were a Settling State under the Global Settlement and shall be made pursuant to the terms of Section IV of the Global Settlement except that, as to the State of Washington, the Payment Date for Payment Year 1 shall be December 1, 2022 and the Payment Date for Payment

Year 2 shall be December 1, 2022. For the avoidance of doubt, the sole component of the State of Washington's Annual Payment is the portion of the Net Abatement Amount allocated to the State of Washington under the Global Settlement ("*Washington Abatement Amount*"). The maximum possible Washington Abatement Amount is $430,249,769.02.

B. *Use of Payment.* The Washington Abatement Amount paid under this Agreement shall be used as provided for in Section V of the Global Settlement.

C. *Nature of Payment.* The State of Washington and its Participating Subdivisions agree that payments made to the State of Washington and its Participating Subdivisions under this Agreement are properly characterized as described in Section V.F of the Global Settlement.

V. Plaintiffs' Attorneys' Fees and Costs

A. *Interaction with Global Settlement.* Notwithstanding any contrary provision in the Global Settlement, payments to cover attorneys' fees and costs under this Agreement ("*Washington Fees and Costs*") shall be made pursuant to this Section V.

B. *Amounts.* The total amount to cover of all Washington Fees and Costs is $87,750,230.98. That total consists of the categories of attorneys' fees and costs set forth in this Section V.B and shall be paid on the schedule set forth in Section V.C.

1. State Outside and Inside Counsel Fees and Costs. Settling Distributors shall pay $76,829,316.21 to cover in-house fees and costs and outside counsel fees and costs to the Washington Attorney General's Office, which shall be used for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General. The amount shall be paid in increments as specified in Section V.C (Payment Year 1 – 20%, Payment Year 2 – 20%, Payment Year 3 – 15%, Payment Year 4 – 15%, Payment Year 5 – 15%, Payment Year 6 – 10%, Payment Year 7– 5%.)

2. Fees and Costs for Participating Litigating Subdivisions' Attorneys. Settling Distributors shall pay $10,920,914.70 to Participating Litigating Subdivisions' attorneys for fees and costs into a single account as directed by the Washington Attorney General's Office, which then shall be paid as agreed between the State of Washington and attorneys for Participating Litigating Subdivisions. Participating Litigating Subdivisions' attorneys shall be paid in accordance with the schedule in Section V.C and V.D.5 of this Agreement.

C. *Schedule.* Washington Fees and Costs shall be paid according to the following schedule:

a. Payment Year 1: Twenty percent (20%) of the total Washington Fees and Costs amount ($17,550,046.20), to be paid on or before December 1, 2022.

b. Payment Year 2: Twenty percent (20%) of the total Washington Fees and Costs amount ($17,550,046.20), to be paid on or before December 1, 2022.

c. Payment Year 3: Fifteen percent (15%) of the total Washington Fees and Costs amount ($13,162,534.65), to be paid on or before July 15, 2023.

d. Payment Year 4: Fifteen percent (15%) of the total Washington Fees and Costs amount ($13,162,534.65), to be paid on or before July 15, 2024.

e. Payment Year 5: Fifteen percent (15%) of the total Washington Fees and Costs amount ($13,162,534.65), to be paid on or before July 15, 2025.

f. Payment Year 6: Ten percent (10%) of the total Washington Fees and Costs amount ($8,775,023.10), to be paid on or before July 15, 2026.

g. Payment Year 7: Five percent (5%) of the total Washington Fees and Costs amount ($4,387,511.55), to be paid on or before July 15, 2027.

D. *Remittance.* So that Settling Distributors do not pay the same fees and costs under both the Global Settlement and this Agreement, Washington and its Participating Litigating Subdivisions and their respective counsel shall do as follows:

1. Participating Litigating Subdivisions in Washington and their counsel shall apply to the Attorney Fee Fund and the Litigating Subdivision Cost Fund created pursuant to Exhibit R of the Global Settlement for all fees, costs and expenses for which they may be eligible and shall instruct the Fee Panel and the Cost and Expense Fund Administrator to remit to Settling Distributors the full amount awarded to such Participating Litigating Subdivision, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

2. Counsel for Participating Subdivisions shall instruct the Fee Panel created by the MDL Court pursuant to Exhibit R of the Global Settlement to remit to Settling Distributors the Contingency Fee Amount for their Participating Subdivisions in the State of Washington, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

3. The State of Washington shall instruct the Fee Fund Administrator selected pursuant to Exhibit S of the Global Settlement that the Settling Distributors shall not pay the Fixed Amount for the State of Washington, and the State of Washington will not be eligible to receive funds from the State Outside Counsel Fee Fund under the Global Settlement.

4. The State of Washington shall submit documented costs, as provided for in Exhibit T of the Global Settlement, to the Global Settlement State Cost Fund created pursuant to Exhibit T of the Global Settlement for all costs and expenses for which it may be eligible and shall instruct the State Cost Fund Administrator to remit to Settling Distributors the full amount awarded to the State of Washington, with each Settling

Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

5. No Participating Litigating Subdivision shall receive any payment due under this Agreement, including but not limited to the portion of the Washington Abatement Amount allocable to the Participating Subdivision, until it and/or its outside counsel, as applicable, fulfill their obligations under Sections V.D. 1-2.

VI. Release

A. *Scope.* As of the Washington Effective Date, Section XI of the Global Settlement is fully binding on, and effective with respect to, all Releasors under this Agreement. Accordingly, as of the Washington Effective Date, the Released Entities are hereby released and forever discharged from all Released Claims of Releasors, including the State of Washington and its Participating Subdivisions.

VII. Miscellaneous

A. *No Admission*. The Settling Distributors do not admit liability, fault, or wrongdoing. Neither this Agreement nor the Washington Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors. It is the understanding and intent of the Agreement Parties that no portion of the Agreement shall be entered into evidence in any other action against the Settling Distributors, among other reasons, because it is not relevant to such action. For the avoidance of any doubt, nothing herein shall prohibit a Settling Distributor from entering this Agreement into evidence in any litigation or arbitration concerning a Settling Distributor's right to coverage under an insurance contract.

B. *Tax Cooperation and Reporting*. The State of Washington and its Participating Subdivisions will be bound by Section V.F and Section XIV.F of the Global Settlement, except (i) as set forth in the final sentence of this Section VII.B and (ii) that the State of Washington shall be its own Designated State and shall designate its own "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The IRS Forms 1098-F to be filed with respect to this Agreement are attached as Exhibit C, Exhibit D, and Exhibit E. The State of Washington and its Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section XIV.F.4 of the Global Settlement with respect to this Agreement, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor's portion of the aggregate amount of payments paid or incurred by the Settling Distributors hereunder as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F, each Settling Distributor's portion of the amount equal to the aggregate amount of payments paid or incurred by the Settling Distributors hereunder less the Compensatory Restitution Amount as the "Amount to be paid for violation or potential violation" in Box 2 of IRS Form 1098-F and each Settling Distributor's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, as reflected in Exhibit C, Exhibit D, and Exhibit E.

C. *No Third-Party Beneficiaries*. Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State of Washington or a Released Entity. The State of Washington may not assign or otherwise convey any right to enforce any provision of this Agreement.

D. *Cooperation*. Each Agreement Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Agreement Parties and Participating Subdivisions to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Agreement Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Washington Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Washington Consent Judgment.

E. *Enforcement*. All disputes between Settling Distributors and the State of Washington and/or the Participating Subdivisions in the State of Washington shall be handled as specified in Section VI of the Global Settlement, including the referral of relevant disputes to the National Arbitration Panel.

F. *No Violations of Applicable Law.* Nothing in this Agreement shall be construed to authorize or require any action by Settling Distributors in violation of applicable federal, state, or other laws.

G. *Modification*. This Agreement may be modified by a written agreement of the Agreement Parties. For purposes of modifying this Agreement or the Washington Consent Judgment, Settling Distributors may contact the Washington Attorney General for purposes of coordinating this process. The dates and deadlines in this Agreement may be extended by written agreement of the Agreement Parties, which consent shall not be unreasonably withheld.

H. *No Waiver.* Any failure by any Agreement Party to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

I. *Entire Agreement*. This Agreement, including the Global Settlement (and its exhibits), represents the full and complete terms of the settlement entered into by the Agreement Parties, except as provided herein. In any action undertaken by the Agreement Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

J. *Counterparts*. This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

K. *Notice*. All notices or other communications under this Agreement shall be provided to the following via email and overnight delivery to:

Copy to AmerisourceBergen Corporation's attorneys at:
Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 8th Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:
Elaine Golin
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
epgolin@wlrk.com

Copy to McKesson Corporation's attorneys at:
Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue, NW, Suite 900
Washington, DC 20001-4412
TPerrelli@jenner.com

Copy to the State of Washington at:

Shane Esquibel
Jeffrey Rupert
Laura Clinton
Washington Attorney General's Office
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100
Shane.Esquibel@atg.wa.gov
Jeffrey.Rupert@atg.wa.gov
Laura.Clinton@atg.wa.gov

[Signatures begin on next page.]

Authorized and agreed to by:

Dated: 5/2/22

ROBERT W. FERGUSON
Attorney General, State of Washington

By: _____

Name: JEFFREY RUPERT

Title: Division Chief

Authorized and agreed to by:

Dated: May 2, 2022

AMERISOURCEBERGEN CORPORATION



By:_____

Elizabeth Campbell
Executive Vice President and Chief Legal Officer

Authorized and agreed to by:

Dated: 04/29/2022

CARDINAL HEALTH, INC.

By: _____

Name: Jessica Mayer

Title: Chief Legal and Compliance Officer

Authorized and agreed to by:

Dated: 5/2/22

MCKESSON CORPORATION

By: _____

Name: Saralisa C. Brau

Title: Corporate Secretary

Exhibit A
Primary Subdivisions[2]

No.	Subdivision Name
1.	Aberdeen city
2.	Adams County
3.	Anacortes City
4.	Arlington City
5.	Asotin County
6.	Auburn City*
7.	Bainbridge Island City
8.	Battle Ground City
9.	Bellevue City*
10.	Bellingham City*
11.	Benton County*
12.	Bonney Lake City
13.	Bothell City*
14.	Bremerton City*
15.	Burien City*
16.	Camas City
17.	Centralia City
18.	Chelan County*
19.	Cheney City
20.	Clallam County*
21.	Clark County*
22.	Covington City
23.	Cowlitz County*
24.	Des Moines City*
25.	Douglas County*
26.	East Wenatchee City
27.	Edgewood City
28.	Edmonds City*
29.	Ellensburg City
30.	Enumclaw City
31.	Everett City*
32.	Federal Way City*
33.	Ferndale City
34.	Fife City
35.	Franklin County*
36.	Gig Harbor City
37.	Grandview City
38.	Grant County*

[2] Entities denoted with an asterisk (*) indicate a population of greater than 30,000 for purposes of the definition of Primary Subdivision as it relates to Incentive Payment C.

39. Grays Harbor County*
40. Island County*
41. Issaquah City*
42. Jefferson County*
43. Kelso City
44. Kenmore City
45. Kennewick City*
46. Kent City*
47. King County*
48. Kirkland City*
49. Kitsap County*
50. Kittitas County*
51. Klickitat County
52. Lacey City*
53. Lake Forest Park City
54. Lake Stevens City*
55. Lakewood City*
56. Lewis County*
57. Liberty Lake City
58. Lincoln County
59. Longview City*
60. Lynden City
61. Lynnwood City*
62. Maple Valley City
63. Marysville City*
64. Mason County*
65. Mercer Island City
66. Mill Creek City
67. Monroe City
68. Moses Lake City
69. Mount Vernon City*
70. Mountlake Terrace City
71. Mukilteo City
72. Newcastle City
73. Oak Harbor City
74. Okanogan County*
75. Olympia City*
76. Pacific County
77. Pasco City*
78. Pend Oreille County
79. Pierce County*
80. Port Angeles City
81. Port Orchard City
82. Poulsbo City
83. Pullman City*
84. Puyallup City*

85. Redmond City*
86. Renton City*
87. Richland City*
88. Sammamish City*
89. San Juan County
90. Seatac City
91. Seattle City*
92. Sedro-Woolley City
93. Shelton City
94. Shoreline City*
95. Skagit County*
96. Skamania County
97. Snohomish City
98. Snohomish County*
99. Snoqualmie City
100. Spokane City*
101. Spokane County*
102. Spokane Valley City*
103. Stevens County*
104. Sumner City
105. Sunnyside City
106. Tacoma City*
107. Thurston County*
108. Tukwila City
109. Tumwater City
110. University Place City*
111. Vancouver City*
112. Walla Walla City*
113. Walla Walla County*
114. Washougal City
115. Wenatchee City*
116. West Richland City
117. Whatcom County*
118. Whitman County*
119. Woodinville City
120. Yakima City*
121. Yakima County*

Exhibit B
Litigating Subdivisions

No.	Subdivision Name
1.	Anacortes City
2.	Bainbridge Island City
3.	Burlington City
4.	Chelan County
5.	Clallam County
6.	Clark County
7.	Everett City
8.	Franklin County
9.	Island County
10.	Jefferson County
11.	Kent City
12.	King County
13.	Kirkland City
14.	Kitsap County
15.	Kittitas County
16.	La Conner School District
17.	Lakewood City
18.	Lewis County
19.	Lincoln County
20.	Mount Vernon City
21.	Mount Vernon School District
22.	Olympia City
23.	Pierce County
24.	San Juan County
25.	Seattle City
26.	Sedro-Woolley City
27.	Sedro-Woolley School District
28.	Skagit County
29.	Snohomish County
30.	Spokane City
31.	Spokane County
32.	Tacoma City
33.	Thurston County
34.	Vancouver City
35.	Walla Walla County
36.	Whatcom County
37.	Whitman County

Exhibit C
ABC IRS Form 1098-F

This Exhibit C will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit D
Cardinal Health IRS Form 1098-F

This Exhibit D will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit E
McKesson IRS Form 1098-F

This Exhibit E will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 ("*Distributors Washington Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 ("*Global Settlement*") attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.

6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.

11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit G
Consent Judgment and Stipulation of Dismissal with Prejudice

The Honorable Michael Ramsey Scott
Trial Date: November 15, 2021

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON, Plaintiff, v. MCKESSON CORPORATION, CARDINAL HEALTH INC., and AMERISOURCEBERGEN DRUG CORPORATION, Defendants.	NO. 19-2-06975-9 SEA FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

The State of Washington ("*State*") and McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Drug Corporation and AmerisourceBergen Corporation, together with the subsidiaries thereof (collectively, the "*Settling Distributors*," and each a "*Settling Distributor*") (together with the State, the "*Parties*," and each a "*Party*") have entered into a consensual resolution of the above-captioned litigation (the "*Action*") pursuant to a settlement agreement entitled Distributors Washington Settlement Agreement, dated as of May 2, 2022 (the "*Washington Agreement*"), a copy of which is attached hereto as Exhibit A. The Washington Agreement shall become effective by its terms upon the entry of this Final Consent Judgment (the "*Judgment*") by the Court without adjudication of any contested issue of fact or law, and without finding or admission of wrongdoing or liability of any kind. By entering into the Washington Agreement, the State of Washington agrees to be bound by all terms and conditions

of the Distributor Settlement Agreement, dated as of July 21, 2021 (as subsequently updated) (the "*Global Agreement*"), a copy of which is attached hereto as Exhibit B (together with the Washington Agreement, the "*Agreements*") unless stated otherwise in the Washington Agreement. Unless stated otherwise in the Washington Agreement, the terms of the Washington Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly.

I. RECITALS:

1. Each Party warrants and represents that it engaged in arm's-length negotiations in good faith. In hereby executing the Agreements, the Parties intend to effect a good-faith settlement.

2. The State has determined that the Agreements are in the public interest.

3. The Settling Distributors deny the allegations against them and that they have any liability whatsoever to the State, its Subdivisions, and/or (a) any of the State's or Subdivisions' departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public.

4. The Parties recognize that the outcome of the Action is uncertain and a final resolution through the adversarial process likely will require protracted litigation.

5. The Parties agree to the entry of the injunctive relief terms pursuant to Exhibit P of the Global Agreement.

6. Therefore, without any admission of liability or wrongdoing by the Settling Distributors or any other Released Entities (as defined in the Global Agreement), the Parties now mutually consent to the entry of this Judgment and agree to dismissal of the claims with prejudice pursuant

to the terms of the Agreements to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

In consideration of the mutual promises, terms, and conditions set forth in the Agreements, the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between the Settling Distributors and the State, and adjudicated by the Court, as follows:

1. The foregoing Recitals are incorporated herein and constitute an express term of this Judgment.

2. The Parties have entered into a full and final settlement of all Released Claims of Releasors against the Settling Distributors (including but not limited to the State) and the Released Entities pursuant to the terms and conditions set forth in the Agreements.

3. The "Definitions" set forth in Section I of the Global Agreement are incorporated by reference into this Judgment. The State is a "Settling State" within the meaning of the Global Agreement. Unless otherwise defined herein, capitalized terms in this Judgment shall have the same meaning given to them in the Global Agreement, or, if not defined in the Global Agreement, the same meaning given to them in the Washington Agreement.

4. The Parties agree that the Court has jurisdiction over the subject matter of the Action and over the Parties with respect to the Action and this Judgment. This Judgment shall not be construed or used as a waiver of any jurisdictional defense the Settling Distributors or any other Released Entity may raise in any other proceeding.

5. The Court finds that the Agreements were entered into in good faith.

6. The Court finds that entry of this Judgment is in the public interest and reflects a negotiated settlement agreed to by the Parties. The Action is dismissed with prejudice, subject to a retention of jurisdiction by the Court as provided herein and in the Agreements.

7. By this Judgment, the Agreements are hereby approved by the Court, and the Court hereby adopts their terms as its own determination of this matter and the Parties' respective rights and obligations.

8. The Court shall have authority to resolve disputes identified in Section VI.F.1 of the Global Agreement, governed by the rules and procedures of the Court.

9. The Parties have satisfied the Conditions to Effectiveness of Agreement set forth in Section II.B of the Washington Agreement as follows:

a. The Enforcement Committee and the Settling Distributors executed the Enforcement Committee Agreement by June 1, 2022.

b. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington became Participating Subdivisions by September 23, 2022.

10. The Parties have satisfied the Condition to Effectiveness of Agreement set forth in Section VIII of the Global Agreement and the Release set forth in Sections XI.A, F, and G of the Global Agreement, as follows:

a. The Attorney General of the State exercised the fullest extent of his or her powers to release the Settling Distributors and all other Released Entities from all Released Claims pursuant to the release attached hereto as Exhibit C (the "*AG Release*").

b. The Settling Distributors have determined that there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States to proceed with the Agreements.

c. The Participation Form for each Initial Participating Subdivision in the State has been delivered to the Settling Distributors. As stated in the Participation Form, and for the avoidance of doubt, nothing in the Participation Form executed by the Participating Subdivisions is intended to modify in any way the terms of the

Agreements to which the Participating Subdivisions agree. As stated in the Participation Form, to the extent the executed version of the Participation Form differs from the Global Agreement in any respect, the Global Agreement controls.

d. Pursuant to Section VIII.B of the Global Agreement, each Participating Subdivision in the State is dismissing with prejudice any Released Claims that it has filed against the Settling Distributors and the Released Entities.

11. Release. The Parties acknowledge that the AG Release, which is incorporated by reference herein, is an integral part of this Judgment. Pursuant to the Agreements and the AG Release and without limitation and to the maximum extent of the power of the State's Attorney General, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State and its Participating Subdivisions and any of their departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including the State's Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or any Subdivision in the State, whether or not any of them participate in the Agreements. Pursuant to the Agreements and the AG Release and to the maximum extent of the State's power, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking

money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Further, the provisions set forth in Section XI of the Global Agreement are incorporated by reference into this Judgment as if fully set forth herein. The Parties acknowledge, and the Court finds, that those provisions are an integral part of the Agreements and this Judgment, and shall govern the rights and obligations of all participants in the settlement. Any modification of those rights and obligations may be made based only on a writing signed by all affected parties and approved by the Court.

12. Release of Unknown Claims. The State expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

13. The State may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State expressly waived and fully, finally, and forever settled, released and discharged, through the Agreements and AG Release, any and all Released Claims that may exist as of the Effective Date but which the State does not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would have materially affected the State's decision to enter into the Agreements.

14. Costs and Fees. The Parties will bear their own costs and attorneys' fees except as otherwise provided in the Agreements.

15. No Admission of Liability. The Settling Distributors are consenting to this Judgment solely for the purpose of effectuating the Agreements, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which the Settling Distributors expressly deny. None of the Settling Distributors or any other Released Entity admits that it caused or contributed to any public nuisance, and none of the Settling Distributors or any other Released Entity admits any wrongdoing that was or could have been alleged by the State, its Participating Subdivisions, or any other person or entity. No part of this Judgment shall constitute evidence of any liability, fault, or wrongdoing by the Settling Distributors or any other Released Entity. The Parties acknowledge that payments made under the Agreements are not a fine, penalty, or payment in lieu thereof and are properly characterized as described in Section V.F of the Global Agreement.

16. No Waiver. This Judgment is entered based on the Agreements without adjudication of any contested issue of fact or law or finding of liability of any kind. This Judgment shall not be construed or used as a waiver of any Settling Distributor's right, or any other Released Entity's right, to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Judgment. Notwithstanding the foregoing, the State may enforce the terms of this Judgment as expressly provided in the Agreements.

17. No Private Right of Action. This Judgment is not intended for use by any third party for any purpose, including submission to any court for any purpose, except pursuant to Section VI.A of the Global Agreement. Except as expressly provided in the Agreements, no portion of the Agreements or this Judgment shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. The State shall allow Participating Subdivisions in the State to notify it of any perceived violations of the Agreements or this Judgment. No Settling State, including the State of Washington, may assign or otherwise convey any right to enforce any provision of the Agreements.

18. Admissibility. It is the intent of the Parties that this Judgment not be admissible in other cases against the Settling Distributors or binding on the Settling Distributors in any respect other than in connection with the enforcement of this Judgment or the Agreements. For the avoidance of doubt, nothing herein shall prohibit a Settling Distributor from entering this Judgment or the Agreements into evidence in any litigation or arbitration concerning (1) a Settling Distributor's right to coverage under an insurance contract or (2) the enforcement of the releases provided for by the Agreements and this Judgment.

19. Preservation of Privilege. Nothing contained in the Agreements or this Judgment, and no act required to be performed pursuant to the Agreements or this Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

20. Mutual Interpretation. The Parties agree and stipulate that the Agreements were negotiated on an arm's-length basis between parties of equal bargaining power and was drafted jointly by counsel for each Party. Accordingly, the Agreements are incorporated herein by reference and shall be mutually interpreted and not construed in favor of or against any Party, except as expressly provided for in the Agreements.

21. Retention of Jurisdiction. The Court shall retain jurisdiction of the Parties for the limited purpose of the resolution of disputes identified in Section VI.F.1 of the Global Agreement. The Court shall have jurisdiction over Participating Subdivisions in the State for the limited purposes identified in the Agreements.

22. Successors and Assigns. This Judgment is binding on each of the Settling Distributor's successors and assigns.

23. Modification. This Judgment shall not be modified (by the Court, by any other court, or by any other means) without the consent of the State and the Settling Distributors, or as provided for in Section XIV.U of the Global Agreement.

So ORDERED this _____ day of _____ 2022.

_____
THE HONORABLE JUDGE MICHAEL. R. SCOTT

APPROVED, AGREED TO AND PRESENTED BY:

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DECLARATION OF SERVICE

I declare that I caused a copy of the foregoing document to be electronically served using the Court's Electronic Filing System, which will serve a copy of this document upon all counsel of record.

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DATED ___ day of _____ 2022, at Seattle, Washington.

s/
ANDREW R.W. HUGHES, WSBA No. 49515

Exhibit H
Distributor Global Settlement Agreement

[See attachment.]

TO: City Council

FROM: Bill Lindauer, Engineering Services Manager

DATE: August 1, 2022

SUBJECT: Interstate 5 / Trosper Road / Capitol Boulevard Reconfiguration – Building Demolition; Acceptance of Work

---

1) Recommended Action:

Staff recommends the City Council accept the Interstate 5 / Trosper Road / Capitol Reconfiguration – Building Demolition project as complete and authorize the release of the performance bond as soon as the laws of the State of Washington allow. The project acceptance was recommended for approval by the Public Works Committee at their July 21, 2022, meeting.

---

2) Background:

This project included demolishing existing buildings at 348 Lee Street and 5301 Capitol Boulevard, as part of the Interstate 5 / Trosper Road / Capitol Boulevard Reconfiguration project. The 348 Lee Street property was two separate two-story wood framed buildings with a carport. The buildings were 3,772 and 3,990 square feet with a 1,800 square foot carport. The 5301 Capitol Boulevard property was a mixed masonry wood framed building with a 1,900 square feet main level and a 1,100 square foot basement. All buildings were removed and the sites were stabilized.

The Public Works contract with the low bidder, Skycorp, LTD, was signed on December 6, 2021 for $191,600. Work on this project is complete; the final contract total is $175,240.52.

---

3) Policy Support:

Strategic Priorities and Goals 2021-2026:

Create and Maintain a Transportation System Safe for All Modes of Travel – Construct an inter-connected bicycle and pedestrian system, including developing improved neighborhood connections and enhancing overall bicycle and pedestrian safety.

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4) Alternatives:

- ❑ Do not accept the project as complete and direct staff to pursue alternative actions.

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5) Fiscal Notes:

Funds for the demolition project are included in the Transportation CFP.

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6) Attachments:

A. Vicinity Map

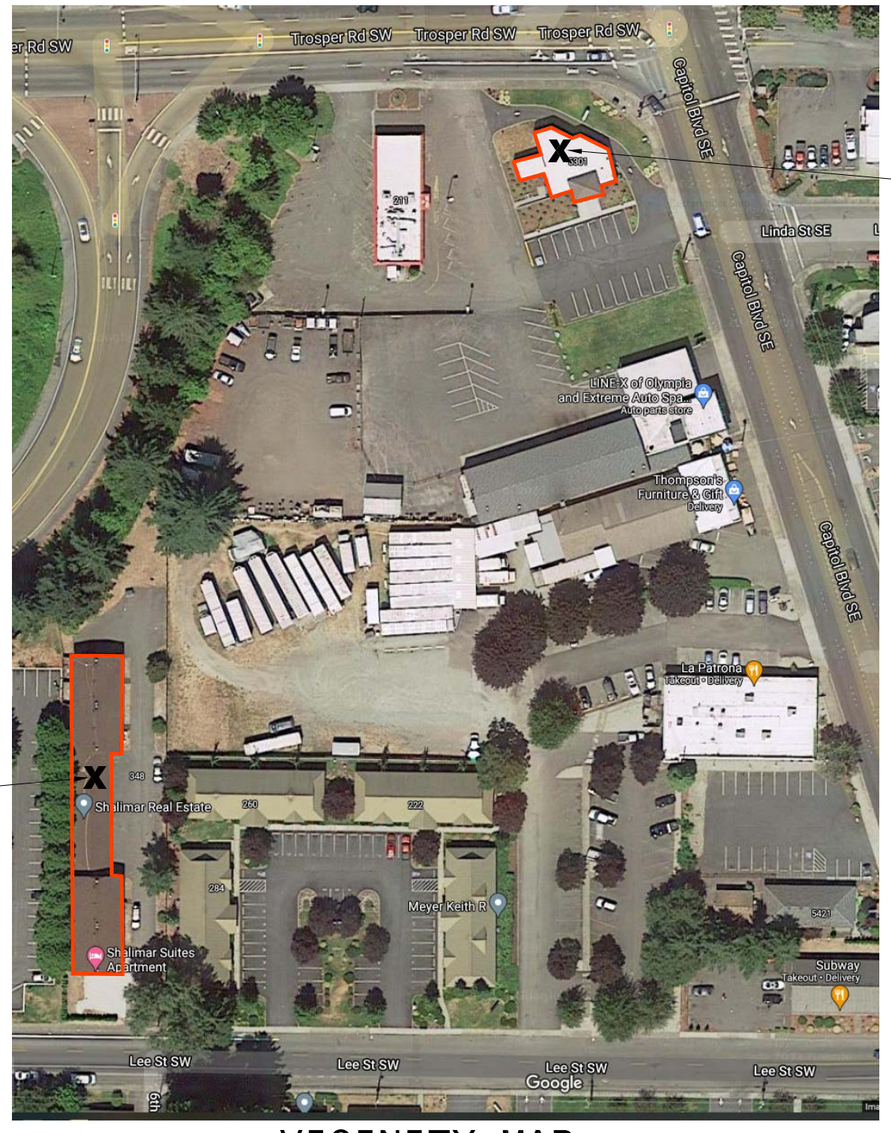
INTERSTATE 5 / TROSPER ROAD / CAPITOL BOULEVARD RECONFIGURATION

BUILDING DEMOLITION

CITY OF TUMWATER TRANSPORTATION AND ENGINEERING DEPARTMENT

CITY OF TUMWATER ©

N



BUILDING DEMOLITION

5301 CAPITOL BOULEVARD SW

BUILDING DEMOLITION

348 LEE STREET SW

VICINITY MAP

NOT TO SCALE

City of Tumwater
Transportation and Engineering Department
555 Israel Road SW, Tumwater, WA 98501
Phone: (360) 754-4140

JOB NUMBER	DESIGNED:
2017023	DRAWN: JQ
DATE	CHECKED:
JULY 2021	APPROVED: WHL

PROJECT: I-5 / TROSPER ROAD / CAPITOL BLVD
BUILDING DEMOLTION

PAGE: OVERALL MAP

DRAWING NUMBER: C-1

SHEET 1 OF 3

File: Demo Exhibits for PW Committee.dwg Path: S:\Projects – Active\I-5 ~Trosper Rd ~ Capitol Blvd Reconfiguration (2017023)\Building Demo\Design\ Plotted by: jquery Date: 28-Jul-21 10:56:20am



5301 CAPITOL BLVD - FACING NORTH



5301 CAPITOL BLVD - FACING WEST

City of Tumwater
Transportation and
Engineering Department
555 Israel Road SW, Tumwater, WA 98501
Phone: (360) 754-4140

JOB NUMBER	DESIGNED:
2017023	DRAWN: JQ
DATE	CHECKED:
JULY 2021	APPROVED: WHL

PAGE

PROJECT

I-5 / TROSPER ROAD / CAPITOL BLVD
BUILDING DEMOLTION

DRAWING NUMBER
C-2
SHEET 2 OF 3

File: Demo Exhibits for PW Committee.dwg Path: S:\Projects - Active\I-5 ~Trosper Rd ~ Capitol Blvd Reconfiguration (2017023)\Building Demo\Design\ Plotted by: jquery Date: 28-Jul-21 10:57:04am



348 LEE ST SW - FACING NORTH



348 LEE ST SW - FRONT VIEW

City of Tumwater
Transportation and
Engineering Department
555 Israel Road SW, Tumwater, WA 98501
Phone: (360) 754-4140

JOB NUMBER	DESIGNED:	
2017023	DRAWN:	JQ
DATE	CHECKED:	
JULY 2021	APPROVED:	WHL

PAGE

PROJECT

I-5 / TROSPER ROAD / CAPITOL BLVD

BUILDING DEMOLITION

DRAWING NUMBER

C-3

SHEET 3 OF 3

File: Demo Exhibits for PW Committee.dwg Path: S:\Projects - Active\I-5 ~Trosper Rd ~ Capitol Blvd Reconfiguration (2017023)\Building Demo\Design\ Plotted by: jquery Date: 28-Jul-21 10:57:34am

TO: City Council

FROM: Bill Lindauer, Engineering Services Manger

DATE: August 1, 2022

SUBJECT: Interstate 5 / Trosper Road / Capitol Boulevard Reconfiguration; Washington State Department of Transportation (WSDOT) Construction Agreement

---

1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign the WSDOT Construction Agreement, in substantially similar form as approved by the City Attorney, to complete transportation improvements within WSDOT right-of-way as part of the Interstate 5/Trosper Road/Capitol Boulevard Reconfiguration Project. This Agreement was recommended for approval by the Public Works Committee at their July 21, 2022, meeting.

---

2) Background:

As part of the Interstate 5/Trosper Road/Capitol Boulevard Reconfiguration Project, transportation improvements will be completed within WSDOT right-of-way. These improvements will include reconstruction of the Interstate 5 northbound on and off ramps and rebuild of a portion of the Interstate 5 northbound on ramp from Trosper. The WSDOT Construction Agreement is an intra-agency agreement which outlines requirements by WSDOT for completion of this work.

---

3) Policy Support:

Strategic Priorities and Goals 2021-2026:

Create and Maintain a Transportation System Safe for All Modes of Travel – Construct an inter-connected bicycle and pedestrian system, including developing improved neighborhood connections and enhancing overall bicycle and pedestrian safety.

---

4) Alternatives:

- ❑ Request changes to the WSDOT Construction Agreement

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5) Fiscal Notes:

The funds are available in the Transportation CFP and are part of the Transportation Improvement Board (TIB) grant.

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6) Attachments:

A. WSDOT Construction Agreement
B. WSDOT Special Provisions
C. WSDOT ROW Plans
D. Contract Special Provisions
E. Contract Plan Sheets

Washington State Department of Transportation

Construction Agreement

Construction by Public Agency on State Highway Right of Way at Public Agency Expense

Public Agency

Contact Name Bill Lindauer

Title Engineering Services Manager

Address 555 Israel Road SW
Tumwater, WA 98501

Phone 360-754-4140

Email BLindauer@ci.tumwater.wa.us

Agreement Number

Project Title
I-5 / Trosper Rd / Capitol Blvd Reconfiguration

State Route Number	Mile Post	Control Section
005	102.86	

Exhibits Attached

Exhibit A: Special Provisions

Exhibit B: WSDOT R/W Plans

Exhibit C: Contract Special Provisions

Exhibit D: Contract Plan Sheets

Exhibit E:

Description of Improvements

The project includes constructing three roundabouts and a new street (6th Avenue) between Trosper Road and Lee Street. The roundabouts are located at: Capitol Boulevard/Trosper Road; Trosper Road/6th Avenue; the northbound I-5 ramp terminal and 6th Avenue. The project will construct pedestrian facilities, bicycle facilities, stormwater facilities, sanitary sewer, water, joint utility trench for private utilities, power overhead conversion, lighting, irrigation, landscaping.

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.

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: WSDOT to provide a specific 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 Miscellaneous Terms

8.1 Failure to Comply with Terms and Conditions

Any breach of the terms and conditions of this Agreement, or failure on the part of the Agency to proceed with due diligence

and in good faith in the construction and maintenance of the Improvements provided for herein, shall subject this Agreement to be terminated. 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.

8.2 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.

8.3 Assignment of Agreement

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

8.4 Non-Exclusivity

This Agreement shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting permits or franchise rights; or entering into other Agreements of like or other nature with other public or private companies or individuals, nor shall it prevent WSDOT from using any of its highways, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

8.5 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.

8.6 Modification

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

8.7 Disputes

In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the Agency shall each appoint a member to a 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.

8.8 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 Thurston County , Washington Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

8.9 Independent Contractor

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

8.10 Termination of Agreement

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.

8.11 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.

Public Agency	Washington State Department of Transportation
Signature: _____	Signature: _____
By: Bill Lindauer Print Name	By: _____ Print Name
Title: Engineering Services Manager	Title: _____
Date: _____	Date: _____

Washington State Department of Transportation

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

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:

Andy Larson, PE
Development Services Engineer
360-900-9541

☑ **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.

- **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.

  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. 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 freedraining 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-ofway 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 and 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.

SURVEY NOTES

1. **PURPOSE OF THIS SURVEY** THIS SURVEY WAS PERFORMED DURING APRIL AND MAY, 2018 TO PROVIDE RIGHT OF WAY AND PARCEL BOUNDARIES IN SUPPORT OF CAPITOL BLVD. AND TROSPER RD. ROUNDABOUT FEASIBILITY AND IS INTENDED TO BE USED FOR THIS PURPOSE. SPECIFIC INFORMATION SHOWN HEREON SHOULD BE VERIFIED AS TO ITS ACCURACY IF THIS SURVEY IS TO BE USED FOR PURPOSES OTHER THAN WHAT IT WAS INTENDED FOR.

2 **BASIS OF BEARING** WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD–83/91.

3. **METHODOLOGY** FIELD MEASUREMENTS FOR THIS SURVEY WERE PERFORMED USING A LEICA MS–50 TOTAL STATION AND LEICA GS–14 GPS RECEIVERS. THIS SURVEY COMPLIES WITH THE MINIMUM REQUIRED "ERROR OF CLOSURE" OF 1:10,000 FOR WASHINGTON STATE PLANE COORDINATES AS SET FORTH PER W.A.C. 332–130–090.

4. **PROPERTY LINES** PROPERTY LINES SHOWN HEREON ARE BASED ON DEED DESCRIPTIONS IN TITLE REPORTS PROVIDED BY WFG NATIONAL TITLE INSURANCE COMPANY; AND READILY AVAILABLE PLATS, SURVEYS, RIGHT OF WAY PLANS AND THURSTON COUNTY ASSESSOR INFORMATION AS NOTED HEREON.

PROPERTY CORNERS WERE NOT STAKED IN CONJUNCTION WITH THIS SURVEY.

5. **MONUMENTATION VISITATION** ALL SURVEY MONUMENTS AND OTHER SURVEY MARKERS SHOWN HEREON WERE VISITED DURING APRIL AND MAY, 2018 UNLESS OTHERWISE INDICATED.

6. **ENCUMBRANCES** WERE NOT EXAMINED AS PART OF THIS SURVEY.

7. **DISTANCES** SHOWN ARE US FEET GROUND DISTANCES. TO OBTAIN WASHINGTON STATE PLANE GRID DISTANCE MULTIPLY GROUND DISTANCE BY THE COMBINED SCALE FACTOR OF 0.99993215. THE COMBINED SCALE FACTOR WAS ESTABLISHED AND PROVIDED BY WSDOT. COORDINATES SHOWN AS (PROJECT, IN FEET) ARE GROUND COORDINATES (SUBTRACT 328,083.3333 FROM PROJECT COORDINATE THEN MULTIPLY BY 0.99993215 TO OBTAIN WASHINGTON STATE PLAN COORDINATES).

SURVEY DESCRIPTION

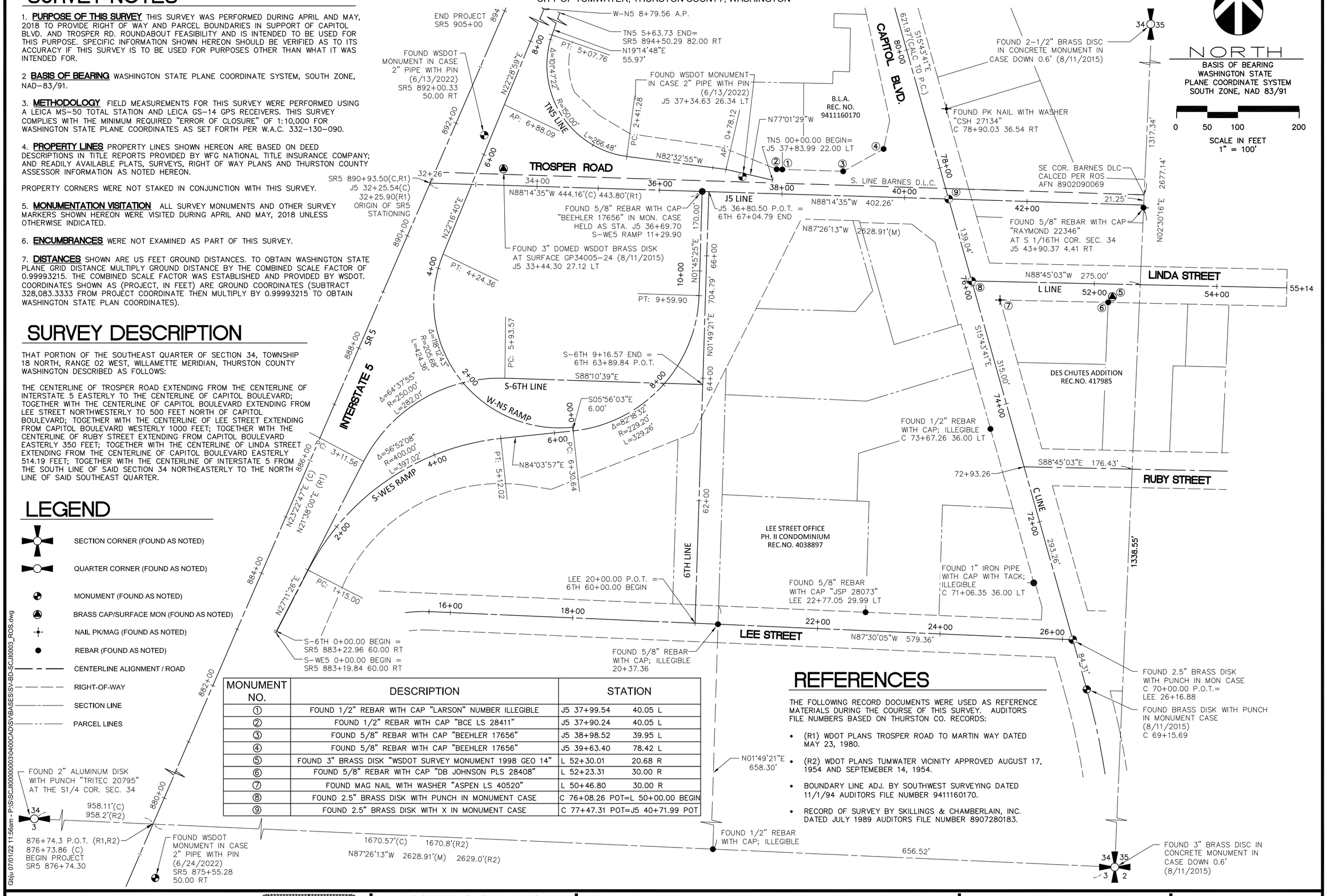
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 02 WEST, WILLAMETTE MERIDIAN, THURSTON COUNTY WASHINGTON DESCRIBED AS FOLLOWS:

THE CENTERLINE OF TROSPER ROAD EXTENDING FROM THE CENTERLINE OF INTERSTATE 5 EASTERLY TO THE CENTERLINE OF CAPITOL BOULEVARD; TOGETHER WITH THE CENTERLINE OF CAPITOL BOULEVARD EXTENDING FROM LEE STREET NORTHWESTERLY TO 500 FEET NORTH OF CAPITOL BOULEVARD; TOGETHER WITH THE CENTERLINE OF LEE STREET EXTENDING FROM CAPITOL BOULEVARD WESTERLY 1000 FEET; TOGETHER WITH THE CENTERLINE OF RUBY STREET EXTENDING FROM CAPITOL BOULEVARD EASTERLY 350 FEET; TOGETHER WITH THE CENTERLINE OF LINDA STREET EXTENDING FROM THE CENTERLINE OF CAPITOL BOULEVARD EASTERLY 514.19 FEET; TOGETHER WITH THE CENTERLINE OF INTERSTATE 5 FROM THE SOUTH LINE OF SAID SECTION 34 NORTHEASTERLY TO THE NORTH LINE OF SAID SOUTHEAST QUARTER.

LEGEND

- SECTION CORNER (FOUND AS NOTED)
- QUARTER CORNER (FOUND AS NOTED)
- MONUMENT (FOUND AS NOTED)
- BRASS CAP/SURFACE MON (FOUND AS NOTED)
- NAIL PK/MAG (FOUND AS NOTED)
- REBAR (FOUND AS NOTED)
- CENTERLINE ALIGNMENT / ROAD
- RIGHT-OF-WAY
- SECTION LINE
- PARCEL LINES

SE 1/4 OF SE 1/4 AND NE 1/4 OF SE 1/4, SEC. 34, TWP. 18 N., RNG. 02 W., W.M.
CITY OF TUMWATER, THURSTON COUNTY, WASHINGTON



MONUMENT NO.	DESCRIPTION	STATION
①	FOUND 1/2" REBAR WITH CAP "LARSON" NUMBER ILLEGIBLE	J5 37+99.54 40.05 L
②	FOUND 1/2" REBAR WITH CAP "BCE LS 28411"	J5 37+90.24 40.05 L
③	FOUND 5/8" REBAR WITH CAP "BEEHLER 17656"	J5 38+98.52 39.95 L
④	FOUND 5/8" REBAR WITH CAP "BEEHLER 17656"	J5 39+63.40 78.42 L
⑤	FOUND 3" BRASS DISK "WSDOT SURVEY MONUMENT 1998 GEO 14"	L 52+30.01 20.68 R
⑥	FOUND 5/8" REBAR WITH CAP "DB JOHNSON PLS 28408"	L 52+23.31 30.00 R
⑦	FOUND MAG NAIL WITH WASHER "ASPEN LS 40520"	L 50+46.80 30.00 R
⑧	FOUND 2.5" BRASS DISK WITH PUNCH IN MONUMENT CASE	C 76+08.26 POT=L 50+00.00 BEGIN
⑨	FOUND 2.5" BRASS DISK WITH X IN MONUMENT CASE	C 77+47.31 POT=J5 40+71.99 POT

REFERENCES

THE FOLLOWING RECORD DOCUMENTS WERE USED AS REFERENCE MATERIALS DURING THE COURSE OF THIS SURVEY. AUDITORS FILE NUMBERS BASED ON THURSTON CO. RECORDS:

- (R1) WDOT PLANS TROSPER ROAD TO MARTIN WAY DATED MAY 23, 1980.
- (R2) WDOT PLANS TUMWATER VICINITY APPROVED AUGUST 17, 1954 AND SEPTEMEBER 14, 1954.
- BOUNDARY LINE ADJ. BY SOUTHWEST SURVEYING DATED 11/1/94 AUDITORS FILE NUMBER 9411160170.
- RECORD OF SURVEY BY SKILLINGS & CHAMBERLAIN, INC. DATED JULY 1989 AUDITORS FILE NUMBER 8907280183.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE SURVEY RECORDING ACT AT THE REQUEST OF SCJ ALLIANCE ON MARCH 31, 2022

SIGNATURE 7/1/2022 DATE

CERTIFICATE NO. 36796

SEAN M. DOUTHETT — STATE OF WASHINGTON — 36796 — REGISTERED PROFESSIONAL LAND SURVEYOR — 7/1/2022

RECORDING CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 20____ AT _____M, IN BOOK _____OF SURVEYS AT PAGE _____ AT THE REQUEST OF DAVID EVANS AND ASSOCIATES, INC.

MANAGER/AUDITOR

SUPT. OF RECORDS/DEPUTY AUDITOR

RECORDING NO.

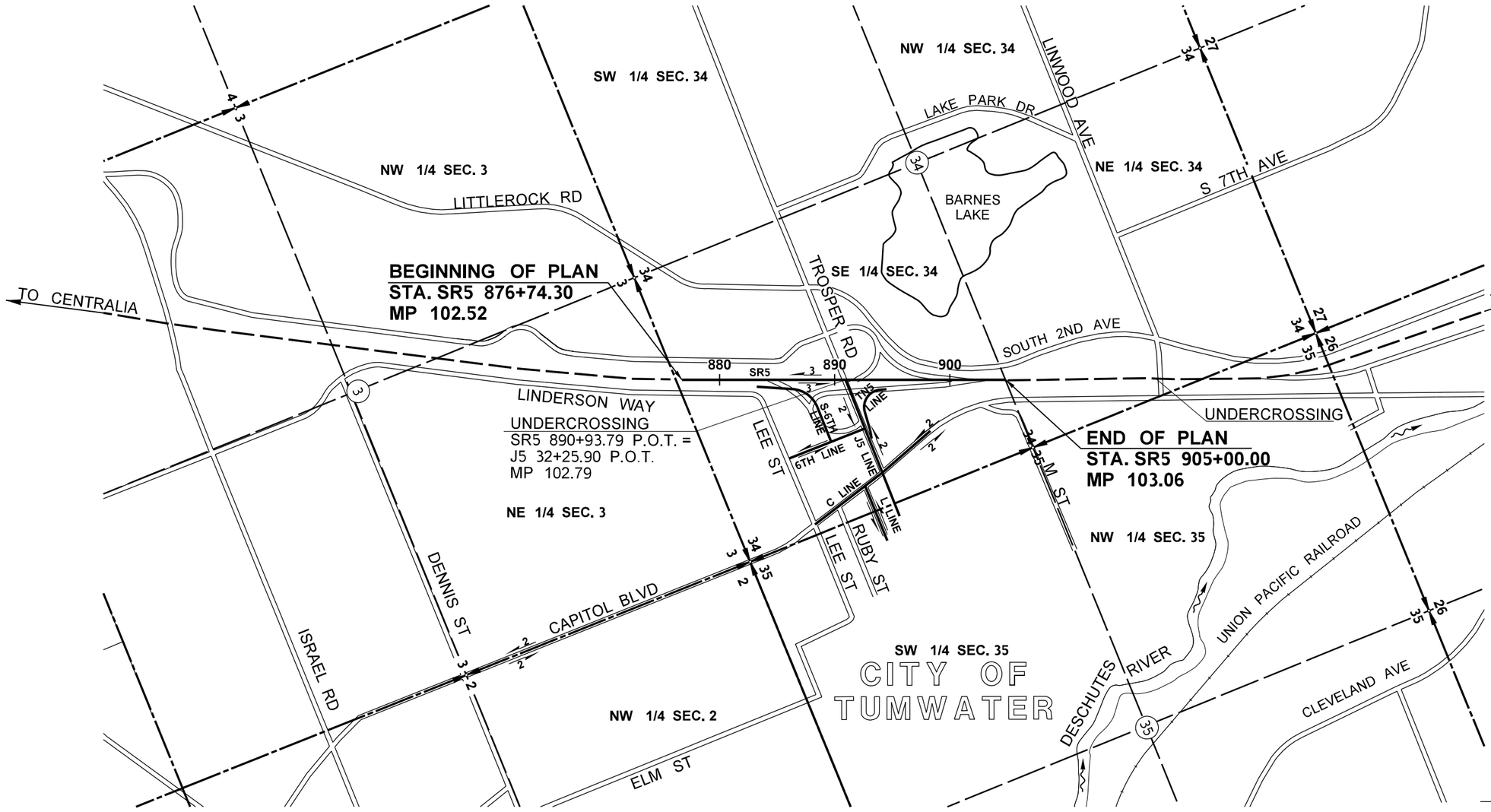
RECORD OF SURVEY
FOR
SCJ ALLIANCE and CITY OF TUMWATER
THURSTON COUNTY, WASHINGTON
SE 1/4, SEC. 34, TWP 18 N., RNG. 02 W., W.M.

DAVID EVANS AND ASSOCIATES INC.
2106 Pacific Avenue, Suite 400
Tacoma Washington 98402
Phone: 253.922.9780

SHEET 1 OF 1
SCALE 1"=100'
SURVEYED JWCA / CSCA
FIELD BOOK 1
DRAWN SMD
CHECKED GBJU
FILE SV-BD-SCJI0003_ROS.dwg

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VICINITY MAP AND TOTAL PARCEL DETAILS

TOTAL LENGTH OF PLAN = 0.54 MILES

0 500 1000
SCALE IN FEET

THIS PLAN SUPERSEDES SR5, TROSPER ROAD INTERCHANGE, SHEETS 1 THRU 5 OF 5 SHEETS, APPROVED AND ADOPTED JUNE 14, 2019.

SR 5

TROSPER ROAD INTERCHANGE

THURSTON COUNTY

VICINITY MAP AND TOTAL PARCEL DETAILS
MP 102.52 TO MP 103.06
SR5 876+74.30 TO SR5 905+00.00

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

HUNTER K. BROWN
STATE OF WASHINGTON
56935
REGISTERED
PROFESSIONAL ENGINEER
10/4/2021

PROJECT ENGINEER

APPROVED AND ADOPTED

STATE SURVEY MANAGER

SHEET 1 OF 5 SHEETS

Reference	Approval		By

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TROSPER ROAD INTERCHANGE

LEGEND

ACCESS TO BE PROHIBITED SHOWN THUS

PROPERTY OWNERSHIP NUMBERS -

PROPERTY LINES

0 50 100
SCALE IN FEET

ROW/L/A & EASEMENT CURVE DATA		
	RADIUS	LENGTH
1	282.00'	371.69'
2	425.50'	45.10'
3	76.75'	42.14'
4	425.75'	96.92'
5	427.50'	45.31'
6	81.75'	37.37'
7	430.75'	104.50'

DESIGNATED FOR LIMITED ACCESS CONTROL BY COMMISSION RESOLUTION NO. 95, JULY 23, 1953.

NOTE: FOR RIGHT OF WAY AND LIMITED ACCESS WESTERLY, SEE SR5, TROSPER ROAD TO MARTIN WAY, SHEET 2, DATED MAY 23, 1980.

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON COORDINATE SYSTEM, SOUTH ZONE (NAD 83/91)

THE DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN THE GRID DISTANCE, MULTIPLY GROUND DISTANCE BY THE COMBINED SCALE FACTOR OF 0.99993215. THE COMBINED SCALE FACTOR WAS ESTABLISHED AND PROVIDED BY WSDOT. COORDINATES SHOWN AS PROJECT IN US SURVEY FEET.

ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. ENCUMBRANCES MAY OR MAY NOT BE SHOWN. PARTIES SEEKING CURRENT PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE. FOR ENCUMBRANCE INFORMATION CONSULT THE DEPARTMENT OF TRANSPORATION HEADQUARTERS REAL ESTATE SERVICE OFFICE.

THIS PLAN SUPERSEDES SR5, TROSPER ROAD INTERCHANGE, SHEETS 1 THRU 5 OF 5 SHEETS, APPROVED AND ADOPTED JUNE 14, 2019.

CITY OF TUMWATER

SE 1/4 SE 1/4
SEC. 34

MATCH LINE THIS SHEET

LINDERSON WAY

SR5 885

SR5 890

N23°24'27"E

S-6TH 0+00.00 P.O.B. =
SR5 883+22.96 (60.00' RT)

S-6TH 3+11.56 P.C.

N27°11'26"E

S-6TH LINE

S-6TH 1+11.87
(62.76' RT.)

883+00

UNDERCROSSING
SR5 890+93.79 P.O.T. =
J5 32+25.90 P.O.T.
MP 102.79

TROSPER RD

J5 LINE

S88°14'35"E

MATCH LINE SEE SHEET 3

S-6TH 5+64.74
(65.21' RT.)

S-6TH 5+93.57 P.T.

S-6TH 5+36.50
(171.04' RT.)

S-6TH 6+35.98
(174.11' RT.)

S-6TH 6+75.08
(178.99' RT.)

12834444100

CITY STORMWATER TREATMENT AREA

S87°30'05"E

LEE ST

S88°10'39"E

J5 35+56.33
(68.10' RT.)

6TH 64+27.28
(117.44' LT.)

TURNBACK LINE

6TH 65+70.79
(37.64' LT.)

6TH 64+82.36
(34.82' LT.)

6TH 63+53.63
(115.09' LT.)

S-6TH 9+16.57 P.O.E. =
6TH 63+89.84 P.T.

J5 36+80.50 P.O.T. =
6TH 67+04.79 P.O.E.

DESIGNATION: S ¼ COR. SEC. 34
FOUND: 2" ALUMINUM DISK WITH
PUNCH "TRITEC 20795"

BEGINNING OF PLAN
STA. SR5 876+74.30
MP 102.52

TO CENTRALIA

SR5 880

N23°24'27"E

958.00'
S87°26'13"E
2628.91'

100'

T.18 N. R2W. W.M.
T.17 N. R2W. W.M.

34 35
3 2

MATCH LINE THIS SHEET

LINDERSON WAY

DESIGNATION: SE COR. SEC. 34,
FOUND: 3" BRASS DISC IN CONCRETE
MONUMENT IN CASE DOWN 0.6'

LEE 20+00.00 P.O.T. =
6TH 60+00.00 P.O.B.

TEMPORARY CONSTRUCTION EASEMENT

6TH 62+94.68
(47.92' LT.)

6TH 62+95.91
(45.07' LT.)

6TH 62+25.53
(37.50' LT.)

6TH 60+30.62 L/A
(51.96' LT.)

6TH 60+44.55
(37.50' LT.)

6TH 62+45.67
(37.50' LT.)

6TH LINE

N1°49'21"E

6TH 63+41.46
(63.93' RT.)

6TH 62+98.98
(37.51' RT.)

6TH 62+11±
(37.51' RT.)

6TH 63+81.44
(75.50' RT.)

6TH 64+77.63
(65.20' RT.)

J5 38+26.17
(54.00' RT.)

6TH AVE

12834444000

6TH 61+79.08
(39.24' RT.)

6TH 62+89.51
(37.51' RT.)

6TH 63+81.40
(80.50' RT.)

6TH 64+85.00
(68.63' RT.)

FOR RELINQUISHMENT TO CITY

6TH 61+34.01
(38.27' RT.)

6TH 61+23.87
(37.51' RT.)

6TH 62+28.00
(37.51' RT.)

6TH 62+11±
(38.23' RT.)

6TH 62+11.21
(40.23' RT.)

6TH 63+38.82
(68.17' RT.)

TEMPORARY CONSTRUCTION EASEMENT

12834440602

J5 39+21.33
(54.00' RT.)

6TH 60+97.02
(37.51' RT.)

6TH 61+33.86
(40.26' RT.)

6TH 60+49.06
(37.51' RT.)

6TH 60+29.30 L/A
(59.88' RT.)

6TH 61+79.14
(41.24' RT.)

TEMPORARY CONSTRUCTION EASEMENT

12834440701

12834440901

5891XXXXXXX

MATCH LINE SEE SHEET 4

J5 39+17.00

MATCH LINE SEE SHEET 4

PEDESTRIAN & BICYCLE TRAFFIC WILL BE PERMITTED ACCESS AND USE DESIGNATED ON CITY STREETS.
PEDESTRIAN & BICYCLE TRAFFIC WILL NOT BE PERMITTED ON SR5.

ALL PARCEL NUMBERS ARE THURSTON COUNTY ASSESSOR'S NUMBERS. ALL ACQUISITIONS TO BE ACQUIRED BY THE CITY OF TUMWATER.

CURVE DATA				
P.I. STATION	DELTA	RADIUS	TANGENT	LENGTH
S-6TH 4+69.70	64°37'55" RT.	250.00	158.14	282.01

PRIMARY CONTROL TABLE				
	HORIZONTAL DATUM NAD (83/91) WA SOUTH [US FEET]		PROJECT DATUM [US FEET] COMBINED FACTOR 0.99993215	
DESIGNATION	NORTHING	EASTING	NORTHING	EASTING
S ¼ COR. SEC. 34	615703.506	1037122.896	943828.618	1365276.603
SE COR. SEC. 34	615586.155	1039748.777	943711.259	1367902.662
E ¼ COR. SEC. 34	618260.263	1039865.678	946385.548	1368019.571

NOTE: TO TRANSFORM FROM STATE PLANE COORDINATE SYSTEM TO PROJECT DATUM: SPC US FEET*(1/CF) + 328083.3333 FT
TO TRANSFORM FROM PROJECT DATUM BACK TO STATE PLANE COORDINATE SYSTEM: [PD US FT - 328083.3333 FT] *CF

△AREA FROM BOUNDARY SURVEY
⊘TEMPORARY CONSTRUCTION EASEMENT

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASM'T	CENTERLINE OF APPROACH STATION	TYPE
12834444100	MOTEL 6	97222	307	96915	182 ⊘		
12834444000	MUNGRA, MAHESH V & NIRMALA M	△ 23579	23579	0			
5891XXXXXXX	LEE STREET CONDO ASSOCIATION	43531	335	43196	202 ⊘		
12834440901	THOMPSON, DONALD G	51828	1656	50172	473 ⊘		
12834440701	LINE- X OF OLYMPIA	45048	2964	42084	569 ⊘		
12834440602	PHILLIPS WALL LLC	△ 20401	1256	19145			

AL AREA IS FROM ASSESSOR'S ORDS UNLESS OTHERWISE NOTED.

OWNERSHIPS

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

ACCESS APPROACH SCHEDULE

Reference	Approval		By

SR 5

TROSPER ROAD INTERCHANGE

THURSTON COUNTY

RIGHT OF WAY PLAN AND LIMITED ACCESS PLAN
FULL CONTROL
MP 102.52 TO MP 102.79
SR5 876+74.30 TO SR5 890+93.79

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

HUNTER K. BROWN
STATE OF WASHINGTON
56935
REGISTERED PROFESSIONAL ENGINEER
10/7/2021

PROJECT ENGINEER

APPROVED AND ADOPTED

STATE SURVEY MANAGER

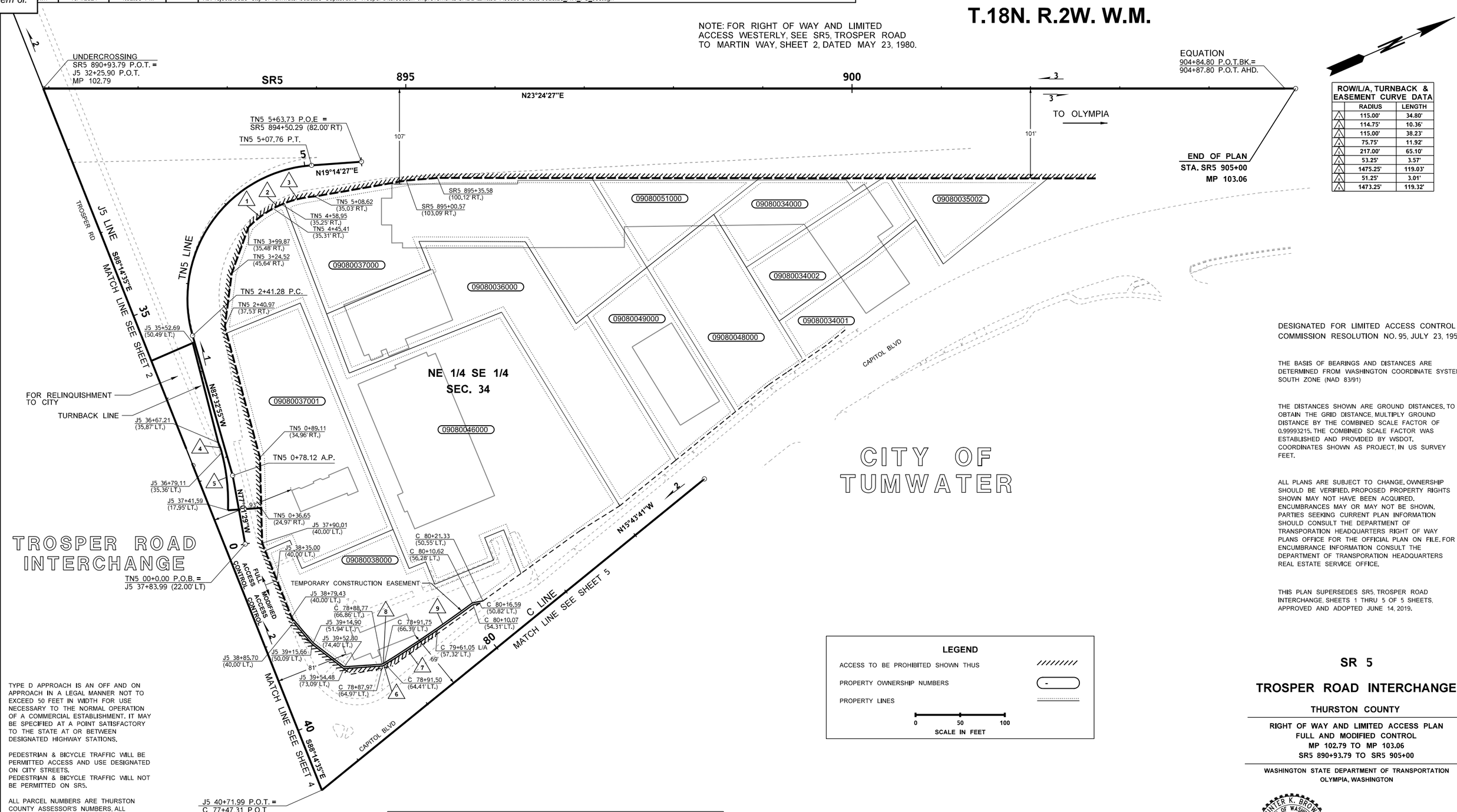
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T.18N. R.2W. W.M.

NOTE: FOR RIGHT OF WAY AND LIMITED ACCESS WESTERLY, SEE SR5, TROSPER ROAD TO MARTIN WAY, SHEET 2, DATED MAY 23, 1980.



ROW/L/A, TURNBACK & EASEMENT CURVE DATA		
	RADIUS	LENGTH
1	115.00'	34.80'
2	114.75'	10.36'
3	115.00'	38.23'
4	75.75'	11.92'
5	217.00'	65.10'
6	53.25'	3.57'
7	1475.25'	119.03'
8	51.25'	3.01'
9	1473.25'	119.32'

DESIGNATED FOR LIMITED ACCESS CONTROL BY COMMISSION RESOLUTION NO. 95, JULY 23, 1953.

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON COORDINATE SYSTEM, SOUTH ZONE (NAD 83/91)

THE DISTANCES SHOWN ARE GROUND DISTANCES, TO OBTAIN THE GRID DISTANCE, MULTIPLY GROUND DISTANCE BY THE COMBINED SCALE FACTOR OF 0.99993215. THE COMBINED SCALE FACTOR WAS ESTABLISHED AND PROVIDED BY WSDOT. COORDINATES SHOWN AS PROJECT, IN US SURVEY FEET.

ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. ENCUMBRANCES MAY OR MAY NOT BE SHOWN. PARTIES SEEKING CURRENT PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE. FOR ENCUMBRANCE INFORMATION CONSULT THE DEPARTMENT OF TRANSPORATION HEADQUARTERS REAL ESTATE SERVICE OFFICE.

THIS PLAN SUPERSEDES SR5, TROSPER ROAD INTERCHANGE, SHEETS 1 THRU 5 OF 5 SHEETS, APPROVED AND ADOPTED JUNE 14, 2019.

CITY OF TUMWATER

LEGEND

ACCESS TO BE PROHIBITED SHOWN THUS ////////

PROPERTY OWNERSHIP NUMBERS -

PROPERTY LINES .....

0 50 100
SCALE IN FEET

TYPE D APPROACH IS AN OFF AND ON APPROACH IN A LEGAL MANNER NOT TO EXCEED 50 FEET IN WIDTH FOR USE NECESSARY TO THE NORMAL OPERATION OF A COMMERCIAL ESTABLISHMENT. IT MAY BE SPECIFIED AT A POINT SATISFACTORY TO THE STATE AT OR BETWEEN DESIGNATED HIGHWAY STATIONS.

PEDESTRIAN & BICYCLE TRAFFIC WILL BE PERMITTED ACCESS AND USE DESIGNATED ON CITY STREETS. PEDESTRIAN & BICYCLE TRAFFIC WILL NOT BE PERMITTED ON SR5.

ALL PARCEL NUMBERS ARE THURSTON COUNTY ASSESSOR'S NUMBERS. ALL ACQUISITIONS TO BE ACQUIRED BY THE CITY OF TUMWATER.

★APPROACH IS RESTRICTED FOR USE BY TRAFFIC AS A RIGHT IN RIGHT OUT ONLY

∅TEMPORARY CONSTRUCTION EASEMENT

CURVE DATA				
P.I. STATION	DELTA	RADIUS	TANGENT	LENGTH
TN5 4+25.82	101°47'22" RT.	150.00	184.54	266.48

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASM'T	CENTERLINE OF APPROACH STATION	TYPE
09080037000	SOUTHGATE DEV CO INC	40075					
09080037001	GUBBE, DAVID	30218					
09080038000	GUBBE, DAVID	24524	730	23794	508 ∅	J5 38+35 LT TO J5 38+90 LT	D★
09080046000	GUBBE, DAVID	68028					

AL AREA IS FROM ASSESSOR'S ORDS UNLESS OTHERWISE NOTED.

OWNERSHIPS

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

ACCESS APPROACH SCHEDULE

SR 5

TROSPER ROAD INTERCHANGE

THURSTON COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL AND MODIFIED CONTROL
MP 102.79 TO MP 103.06
SR5 890+93.79 TO SR5 905+00

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

KUMTER K. BROWN
STATE OF WASHINGTON
56935
REGISTERED
PROFESSIONAL ENGINEER
10/4/2021

PROJECT ENGINEER

APPROVED AND ADOPTED

STATE SURVEY MANAGER

SHEET 3 OF 5 SHEETS

Reference | Approval | By

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T.18N. R.2W. W.M.

NOTE: FOR RIGHT OF WAY AND LIMITED ACCESS WESTERLY, SEE SR5, TROSPER ROAD TO MARTIN WAY, SHEET 2, DATED MAY 23, 1980.

CITY OF TUMWATER

ROW/L/A & EASEMENT CURVE DATA		
	RADIUS	LENGTH
1	136.43'	64.36'
2	296.75'	44.90'
3	38.25'	27.35'
4	204.75'	77.22'
5	20.00'	18.10'
6	70.00'	45.85'
7	36.50'	23.91

LEGEND

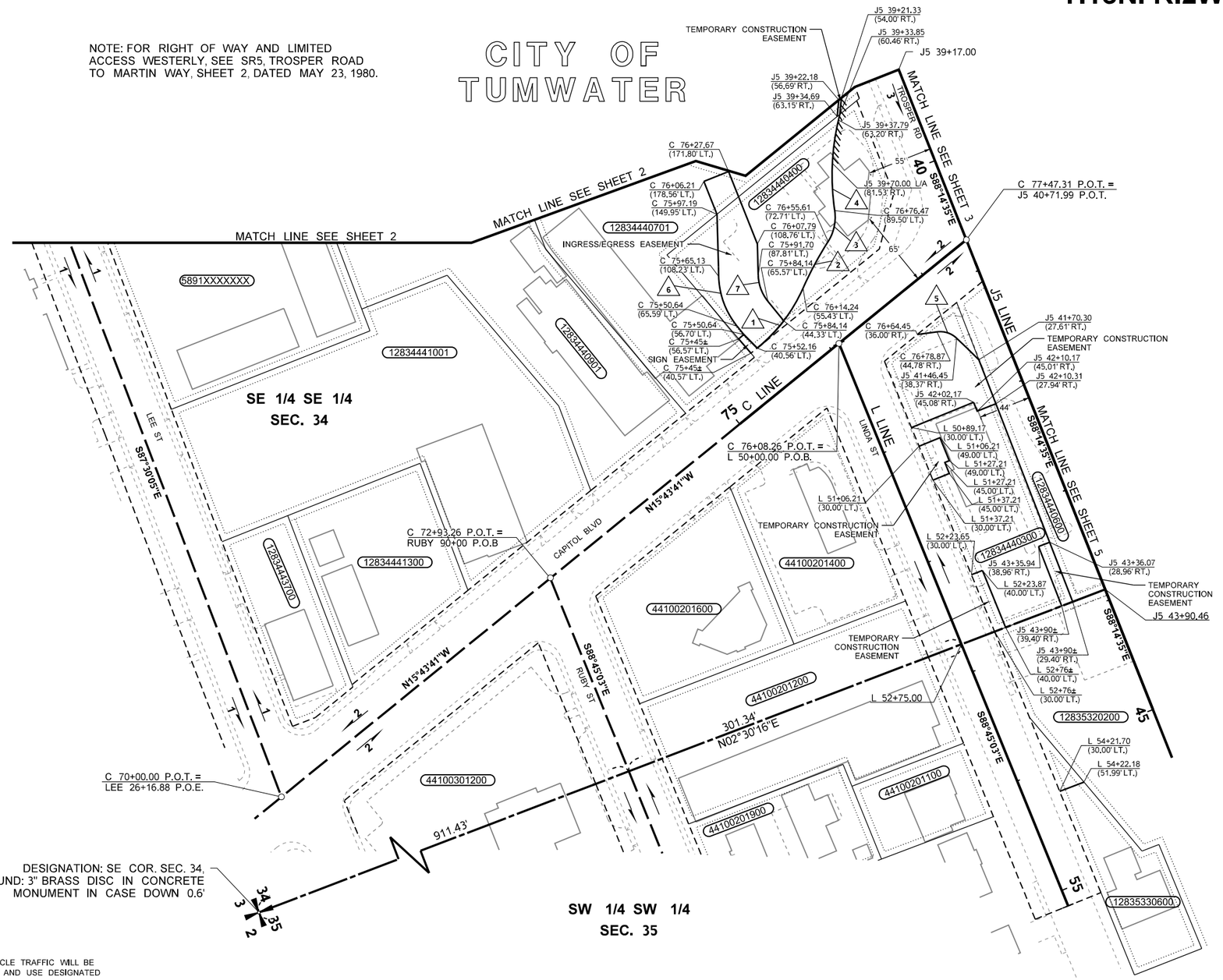
ACCESS TO BE PROHIBITED SHOWN THUS ////////

PROPERTY OWNERSHIP NUMBERS (-)

PROPERTY LINES .....

0 50 100

SCALE IN FEET



DESIGNATED FOR LIMITED ACCESS CONTROL BY COMMISSION RESOLUTION NO. 95, JULY 23, 1953.

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON COORDINATE SYSTEM, SOUTH ZONE (NAD 83/91)

THE DISTANCES SHOWN ARE GROUND DISTANCES, TO OBTAIN THE GRID DISTANCE, MULTIPLY GROUND DISTANCE BY THE COMBINED SCALE FACTOR OF 0.99993215. THE COMBINED SCALE FACTOR WAS ESTABLISHED AND PROVIDED BY WSDOT. COORDINATES SHOWN AS PROJECT, IN US SURVEY FEET.

ALL PLANS ARE SUBJECT TO CHANGE, OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. ENCUMBRANCES MAY OR MAY NOT BE SHOWN. PARTIES SEEKING CURRENT PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE. FOR ENCUMBRANCE INFORMATION CONSULT THE DEPARTMENT OF TRANSPORATION HEADQUARTERS REAL ESTATE SERVICE OFFICE.

THIS PLAN SUPERSEDES SR5, TROSPER ROAD INTERCHANGE, SHEETS 1 THRU 5 OF 5 SHEETS, APPROVED AND ADOPTED JUNE 14, 2019.

PEDESTRIAN & BICYCLE TRAFFIC WILL BE PERMITTED ACCESS AND USE DESIGNATED ON CITY STREETS.
PEDESTRIAN & BICYCLE TRAFFIC WILL NOT BE PERMITTED ON SR5.

ALL PARCEL NUMBERS ARE THURSTON COUNTY ASSESSOR'S NUMBERS. ALL ACQUISITIONS TO BE ACQUIRED BY THE CITY OF TUMWATER.

△AREA FROM BOUNDARY SURVEY
ⓘINGRESS/EGRESS EASEMENT
⊖SIGN EASEMENT
⊘TEMPORARY CONSTRUCTION EASEMENT

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.		EASM'T	CENTERLINE OF APPROACH STATION	TYPE
12835330600	BOUFFIOU, JUDITH K	6970	741	6229				
12834440600	BILLINGSLEY, LAWRENCE E	△15170	15170		0			
12834440701	LINE- X OF OLYMPIA	SEE SHEET 2						
12834440400	SOUND CREDIT UNION	△20195	6373		13822	4359 ⓘ, 102 ⊖		
12834440300	MITCHELL-BK CAPITOL BLVD LLC	18295	702		17593	6424 ⊘		

AL AREA IS FROM ASSESSOR'S ORDS UNLESS OTHERWISE NOTED.

OWNERSHIPS

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

ACCESS APPROACH SCHEDULE

Approval | By

SR 5

TROSPER ROAD INTERCHANGE

THURSTON COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL CONTROL
J5 39+17 TO J5 45+00

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

HUNTER K. BROWN, STATE OF WASHINGTON, 56935, REGISTERED PROFESSIONAL ENGINEER, 10/4/2021

PROJECT ENGINEER

APPROVED AND ADOPTED

STATE SURVEY MANAGER

SHEET 4 OF 5 SHEETS

10/4/2021 1:02:53 PM N:\Projects\0625 City of Tumwater\0625.25 Capitol Blvd Trosper Intersection Improvements\CADD\Limited Access\Sheets\0625.25_RW_PS_004.dgn

own | 10/4/2021 | 1:03:54 PM | N:\Projects\0625 City of Tumwater\0625.25 Capitol Blvd Trosper Intersection Improvements\CADD\Limited Access\Sheets\0625.25_RW_PS_005.dgn

T.18N. R.2W. W.M.

ROW/L/A & EASEMENT CURVE DATA		
	RADIUS	LENGTH
1	68.25'	76.65'
2	66.25'	74.40'

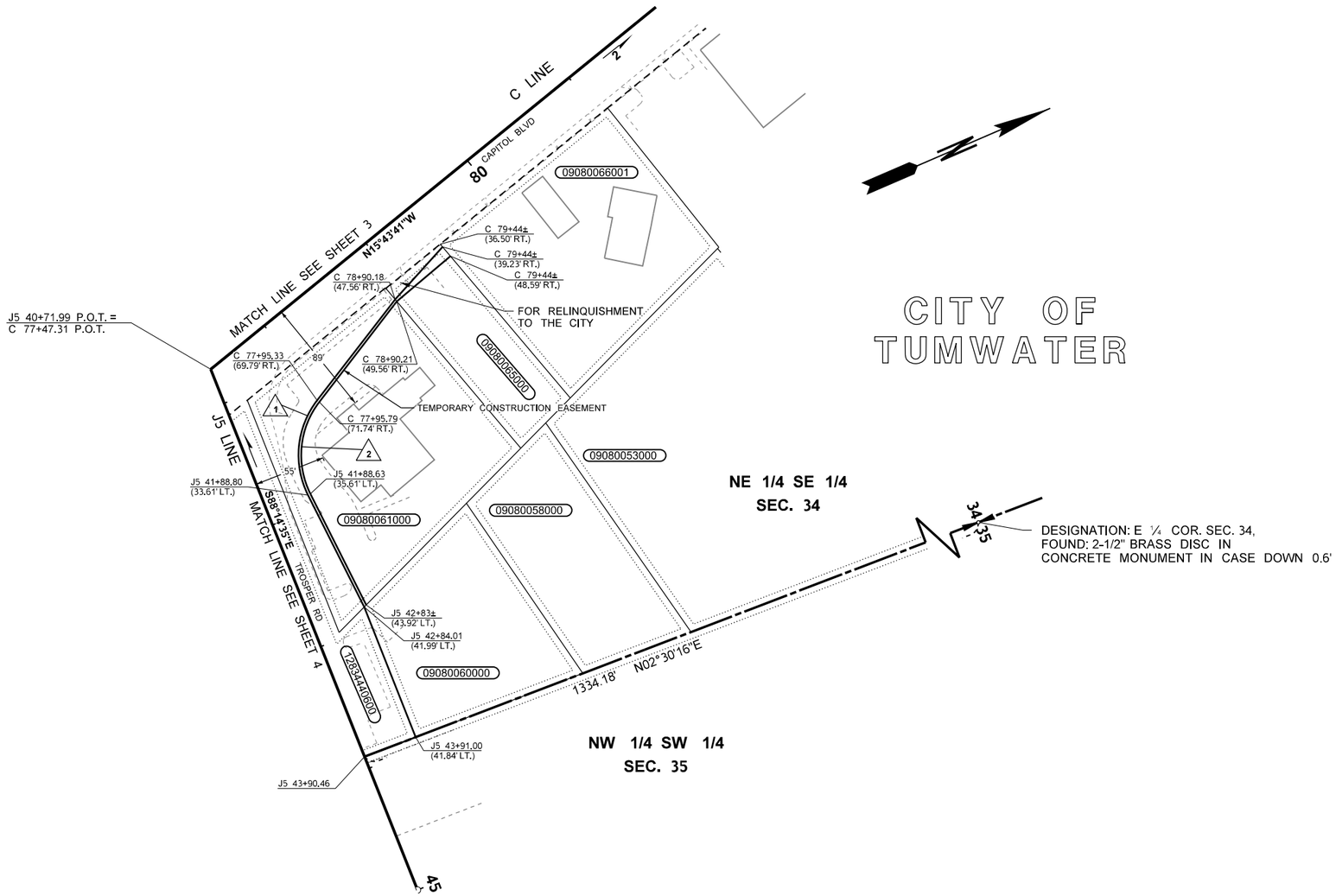
LEGEND

PROPERTY OWNERSHIP NUMBERS -

PROPERTY LINES .....

0 50 100

SCALE IN FEET



CITY OF TUMWATER

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON COORDINATE SYSTEM, SOUTH ZONE (NAD 83/91)

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∅TEMPORARY CONSTRUCTION EASEMENT

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.		EASM'T
12834440600	BILLINGSLEY, LAWRENCE E	SEE SHEET 4				
09080061000	BILLINGSLEY, LAWRENCE E	28076	7073		21003	536 ∅
09080065000	ARCEO, MANUEL & FELCITAS	8389	370		8019	306 ∅

L AREA IS FROM ASSESSOR'S ORDS UNLESS OTHERWISE NOTED.

OWNERSHIPS

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

Reference	Approval		By

SR 5

TROSPER ROAD INTERCHANGE

THURSTON COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN
MP 102.52 TO MP 103.06
J5 40+71.99 TO J5 45+00

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

HUNTER K. BROWN STATE OF WASHINGTON 56935 REGISTERED PROFESSIONAL ENGINEER 10/7/2021

PROJECT ENGINEER

APPROVED AND ADOPTED

STATE SURVEY MANAGER

SHEET 5 OF 5 SHEETS

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SPECIAL PROVISIONS

**** There are two jurisdictions within the project limits; the City of Tumwater and Washington State Department of Transportation (WSDOT). Refer to section 1-04 Scope of the Work for information regarding which sections of these special provisions apply to each jurisdiction. ****

INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2022 edition, as issued by the Washington State Department of Transportation (WSDOT), the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications") and City of Tumwater standard plans, specifications, and Development Guidelines. The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)	APWA General Special Provision
(April 1, 2013 WSDOT GSP)	WSDOT General Special Provision
(May 1, 2013 Tumwater GSP)	Tumwater General Special Provision
****(******)*	Project Specific Special Provision***

Text enclosed with ***text/#*** indicates a Tumwater revision to text or number within a standard GSP.

Also incorporated into the Contract Documents by reference are:

1. *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
2. *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
3. *City of Tumwater Development Guidelines*, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

General Notes Pertaining to All Work

(November 2019, (******)

Payment

If no bid item is identified in the proposal, all costs for performing the work described herein for the complete project in accordance with the attached Plans, these Special Provisions, and the Standard Specifications shall be considered incidental to and included in the unit contract prices.

Public Convenience and Safety
The Contractor shall provide 48 hours advanced notice to adjacent property owners of impending work, impacts, and interruptions.

Conflicting Special Provisions
The Bidder or Contractor shall request clarification on conflicting Special Provisions prior to bidding on project. After bid, determination of controlling special provision in circumstances of Conflict will be the determination of the Engineer. In most cases, Tumwater Special Provisions will control.

Division 1
General Requirements

DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of *** the I-5/Trosper Road/Capitol Boulevard Reconfiguration Project. Work to be performed will include the furnishing of all labor, materials, services, equipment and incidentals necessary to complete the project. In general the project includes constructing three roundabouts (located at Capitol Boulevard/Trosper Road, Trosper Road/6th Avenue, and 6th Avenue/Interstate 5 NB on and off ramps), constructing 6th Avenue from Lee Street to Trosper Road, reconstruction of Interstate 5 northbound on and off ramps, rebuild of Trosper Road and Capitol Boulevard within the project limits, construction of the Trosper Road Extension, and rebuild of Linda Street. The project will include full roadway reconstruction, new roadway construction, pedestrian facilities, bicycle facilities, street lighting and pedestrian beacon installation, and landscaping and irrigation. Utility work will include stormwater, sanitary sewer, water, joint utility trench for private utilities, and power overhead conversion *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITION AND TERMS

1-01.3 Definitions
(January 19, 2022 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date
The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date
The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date
The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date
The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date
The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date
The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive
A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate
One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day
A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond
The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents
See definition for "Contract".

Contract Time
The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award
The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed
The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic
Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.1(1) Supplement Qualifications Criteria

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350 (3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1- 02.14 Option B of these Special Provisions.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	***3***	Furnished automatically upon award.
Contract Provisions	***3***	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	***0***	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.4 Examination of Plans, Specifications, and Site of Work

1-02.4(1) General

(******)

Supplement this section with the following:

The City has identified potential Stockpiling and Staging areas for the Contractor. These areas are as shown in Appendix F: Stockpiling and Staging.

Prior to stockpiling and staging, the Contractor shall provide the City a record of the existing site conditions. This record shall be completed via video and pictures the site. At the end of the project, the Contractor shall restore all stockpiling and staging areas outside of project improvements to pre-project condition. The Project Engineer will inspect all post staging/stockpiling areas for a final inspection prior to completion of the project. All deficiencies noted will be corrected by the Contractor at their expense.

Any damage to buildings or structures located in identified stockpile and staging areas that are not shown to be removed in the plans or specs shall be protected in place. Any damage done to such buildings or structures shall be repaired at the Contractor's expense.

Should parcels 12834440400 and/or 12834440602 be utilized during the project, the Contractor shall coordinate with the local business on parcel 12834440701 to ensure vehicles can enter and exit the property without impairment. In addition, the Contractor shall provide ten (10) parking stalls for exclusive use by parcel 12834440701. These

parking stalls shall be a minimum of 9'x20' and shall be provided unimpeded egress and ingress throughout the duration of the project.

Additional Stockpiling/Staging Areas:

The Contractor may coordinate/procure additional stockpiling/staging areas to be used on the project. All costs, agreements, and permits required to secure these areas for use during the project will be the sole responsibility of the contractor.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.9 Delivery of Proposal

(******)

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (DBE confirmations or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.10 Withdrawing, Revising, or Supplementing Proposal
(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

Public Opening of Proposals

Section 1-02.12 is supplemented with the following:

(August 3, 2015)
Date of Opening Bids
The bid opening date for this project is as noted in the Request for Bids.

1-02.13 Irregular Proposals
(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;

h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
j The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:
a. The Proposal does not include a unit price for every Bid item;
b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
c. Receipt of Addenda is not acknowledged;
d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option B)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. **Delinquent State Taxes**

A Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

A Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.

B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. **Subcontractor Responsibility**

A Criterion: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

A Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;

- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

A Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. **Termination for Cause / Termination for Default**

A Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .

7. **Lawsuits**

A Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the

Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,

5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 Award and Execution of Contract

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

1-03.3 Execution of Contract

(January 19, 2022 APWA GSP)

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within *** 15 *** calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of *** 10 *** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
   b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the

county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

1-04 Scope of the Work

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(******)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. City of Tumwater Standard Plans or Details and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

Work in City Right-of-Way:
All Work in the City owned right-of-way shall be completed per the plans, standard specifications, and these special provisions unless otherwise noted on the plans.

Work in WSDOT Right-of-Way:
All Work in WSDOT owned right-of-way shall be completed per the plans, standard specifications, and all WSDOT GSPs in these special provisions unless otherwise noted on the plans.

See Appendix G for the WSDOT Construction Agreement. The Contractor shall comply with all requirements set forth in this agreement for work within WSDOT right of Way.

1-04.4 Minor Changes

(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

Supplement this section with the following:

Construction Staking and Survey Work
(January 2021, Tumwater GSP)

Copies of the Contracting Agency provided primary survey control data are available for the bidder's inspection at the office of the Engineer.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans “DO NOT DISTURB” shall be protected throughout the length of the project or be replaced at the Contractors expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. **A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.**

The Contractor shall engage the services of a Professional Land Surveyor who is registered with the State of Washington to oversee, direct and provide adequate equipment and personnel to provide all of the project staking, plan review, calculation of all field stakeout data, project control surveying and project field staking necessary to construct the project in conformance with the Plans, Specifications, Standards, Addendums, and in conformance with standard engineering and surveying practices. The Contractor’s Surveyor shall be able to demonstrate the ability to provide competent, qualified personnel and suitable equipment for the project work required. The Engineer may at any time inspect the Contractor’s Surveyor’s efforts and check as much of the work as is practical. Any errors found will be brought to the Contractor’s attention for corrective action.

The Contractor’s Surveyor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, offset stakes and grades necessary for the development and construction of the project. This will include, but is not limited to, clearing limits, right-of-way, easements, trenches, private and public utilities, roadbed, storm, sewer and water systems, grading, curb and gutter, sidewalks, irrigation, paving, channelization, pavement marking, illumination, traffic signals and systems, guardrails and barriers, and signage.

To establish secondary control network the City will provide the Contractor and Contractor’s Surveyor with primary survey control information which will consist of a minimum of three (3) primary horizontal control points and two (2) vertical control points. The Horizontal Control Datum used to reference the design for this project is the Thurston County High Precision Network NAD 83/11 Datum and Vertical Control Datum used to reference the design for this project is NGVD 29 Vertical Datum.

A Pre-Staking Meeting shall be held prior to the start of any construction staking to address any unresolved questions or concerns by the Contractor and/or the Contractor’s Surveyor. The meeting shall be coordinated by the Contractor.

The City will provide a digital drawing file of the project in AutoCAD format version 2004 or later to the Contractor’s Surveyor for review at least two weeks prior to the pre-staking meeting.

The meeting shall be held with the Engineer, a Contractor representative and the Contractor's Surveyor prior to the commencement of any construction staking.

The Contractor's Surveyor shall provide a written report of his or her findings during the pre-staking meeting expressing any concerns he or she may have as to what was intended by the Engineer, what information might be missing from the Plans or Specifications or clarifications that are necessary for the Surveyor to stake the project.

The Contractor shall provide a list of the personnel, their qualifications, their position and the equipment the Contractor's Surveyor will be providing to do the work in the office and in the field.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, PCCs, PRC, and PIs) and at points on the alignments spaced no further than 50 feet on tangent and 25 feet in curves or other points as needed.

3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.

4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor

5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.

6. Establish roadbed and surfacing elevations by placing hubs and whiskers (stakes are optional) at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing hubs, whiskers, and stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls

are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor. Stakes shall be placed at all locations of change in vertical elevations (PVCs, PVTs, START, FULL, END of Super Transitions) and at any point where the roadway slope or grades change or as needed.

7. Establish intermediate elevation benchmarks as needed to check work throughout the project.

8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.

9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

11. It shall be the Contractor’s Surveyor’s responsibility to stake and record the location, by coordinate or centerline station and offset, with elevation as required for all private utilities which are to be relocated as part of the project. Contractor’s Surveyor shall be responsible to coordinate with each utility provider to establish the requirements for each utility.

12. The Contractor’s Surveyor shall be responsible to stake and record any changes or revisions to the Plans.

13. Contractors electing to use Automated Guidance Machine Systems (AGMS) may request electronic, two dimension CAD files in Autocad format. The City of Tumwater will not be responsible for the electronic data provided by the surveyor. Construction plans provided to the contractor shall take precedence over any discrepancies between plan sheets and electronic files. Let the Contractor be aware that the electronic files are not prepared for AGMS use. If the Contractor elects to use the electronic files in such a manner they are responsible to provide the resources to prepare the electronic files for AGMS use at the Contractors expense.

14. The Contractor's Surveyor shall also provide to the City a digital as-built drawing of the project upon completion of construction. The drawing is to be in AutoCAD format, version 2014 or newer. This drawing shall not contain references (xrefs) to external drawings. This as-built drawing shall consist of the following:
    - Any and all construction changes from the Original Contract Plans; as-built over the original construction drawings. .
    - Any unknown existing utility information not included in the Contract Plans.

This digital as-built drawing shall be accompanied with a letter stamped with the Surveyor's seal certifying its accuracy.

The Contractor's Surveyor will also be competent in the technology and knowledgeable of the codes and regulations applicable to land surveying including but not limited to the following:

WAC 196-27A-020 WAC 332-120-030(2) RCW 58.09.130 WAC 332-120-030(3)

15. The Contractor shall be fully responsible for obtaining permits from the Washington State Department of Natural Resources for removing and replacing all survey monumentation that may be affected by construction activity, pursuant to WAC 332-120. Applications must be completed by a Registered Land Surveyor. Applications for permits to remove monuments may be obtained from the Washington State Department of Natural Resources or by contacting their office by telephone at (360) 902-1190.

    Washington State Department of Natural Resources
    Public Land Survey Office

    801 88th Ave. SE, MS 47019, Tumwater, WA 98501-7019

Upon completion of construction, all monuments displaced, removed, or destroyed shall be replaced by a Professional Land Surveyor. The appropriate forms for replacement of said monumentation shall also be the responsibility of the Contractor's Professional Land Surveyor.

16. The Contractor's Surveyor shall also provide to the City a digital as-built drawing of the project upon completion of construction. The drawing is to be in AutoCAD format, version 2014 or newer. This drawing shall not contain references (xrefs) to external drawings. This as-built drawing shall consist of the following:

    a. Any and all construction changes from the Original Contract Plans; as-built over the original construction drawings. The City shall withhold $10,000 from this Bid item until the as-builts are submitted and approved.
    b. Any unknown existing utility information not included in the Contract Plans. This digital as-built drawing shall be accompanied with a letter stamped with the Surveyor's seal certifying its accuracy.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control, and descriptions of two additional primary control points for every additional three miles of project length. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Contracting Agency will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	Vertical	Horizontal
Slope stakes	+/-0.10 feet	+/-0.10 feet
Subgrade grade stakes set 0.04 feet below grade	+/-0.01 feet	+/-0.5 feet (parallel to alignment) +/-0.1 feet (normal to alignment)
Stationing on roadway	N/A	+/-0.1 feet
Alignment on roadway	N/A	+/-0.04 feet
Surfacing grade stakes	+/-0.01 feet	+/-0.5 feet (parallel to alignment) +/-0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	+/-0.01 feet	+/-0.2 feet (parallel to alignment) +/-0.1 feet (normal to alignment)

The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor.

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

Payment

Payment will be made for the following bid item when included in the proposal:

"Construction Staking and Survey Work", lump sum.

The lump sum contract price for "Construction Staking and Survey Work" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work as specified in the construction documents. In general this work will include resetting

survey monuments, locations of existing utility castings, design and construction staking of sidewalk, roadway and curb line improvements; utility structures, casting and appurtenances; and all survey services to stake and lay out the proposed improvements as shown on the Drawings. Payment also includes identifying locations of existing pavement markings within the project limits and proposed channelization spotting/layout of new pavement markings, and the as-built drawings.

1-05.7 Removal of Defective and Unauthorized Work
(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing
(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.
The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.14 Cooperation With Other Contractors

Section 1-05.14 is supplemented with the following:

(March 13, 1995)

Other Contracts Or Other Work

It is anticipated that the following work adjacent to or within the limits of this project will be performed by others during the course of this project and will require coordination of the work:

***

Puget Sound Energy Electric Undergrounding
Puget Sound Energy gas main relocations
Lumen fiber relocations
Comcast relocations
Wave and AT&T relocations
See new Section 2-13 Private Utility Coordination and Construction for additional information.

***

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-06 CONTROL OF MATERIAL

1-06.1 Approval of Materials Prior to Use

1-06.1(3) Aggregate Source Approval (ASA) Database

(******)

Section 1-06.1(3) is supplemented with the following:

Regardless of status of the source, whether listed or not listed in the ASA database the source owner may be asked to provide testing results for toxicity in accordance with Section 9-03.21(1).

1-06.6 Recycled Materials

(******)

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

Using recycled concrete aggregate and glass shall not be allowed for this project.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.1(2) Health and Safety

Section 1-07.1(2) is supplemented with the following:

(September 27, 2021)
Governor's Proclamation 20-05/21-14

The Contractor, by submitting its Bid, agrees that it will comply with Governor's Proclamations 20-05 as amended and 21-14 as amended, regarding COVID-19 Vaccination Requirements, and that it will require its workers, service providers, subcontractors, suppliers, and their workers to comply as well. Furthermore, prior to starting Work, the Contractor shall provide a Vaccine Declaration form (WSDOT Form #271-050).

The Proclamations are available at: https://www.governor.wa.gov/office-governor/official-actions/proclamations

All costs related to the Governor's Proclamations shall be considered included with or incidental to other Bid items.

1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax
(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

(January 2, 2018)
The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

***

Name of Document	Permitting Agency
NPDES Construction Stormwater General Permit	Department of Ecology

***

1-07.7 Load Limits

Section 1-07.7 is supplemented with the following:

(March 13, 1995)

If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.13 Contractor's Responsibility for Work

1-07.13(4) Repair of Damage

Section 1-07.13(4) is revised to read:

(August 6, 2001)
The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007)
Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:

*** Contractor shall coordinate with private utilities for all Work related to the overhead conversion and utility relocation as described in Section 2-13. All other utility Work as part of this project will be completed as specified in various Sections of these special provisions.

The Contractor shall complete sidewalk and/or hardscape improvements after utility pole and junction boxes have been relocated.

The Engineer may direct the Contractor to provide additional traffic control for the utility contractors. Such traffic control will be paid according to Specification 1-04.4. ***

Mandatory Utility Pre-construction Meeting:
The Contractor shall coordinate a mandatory utility preconstruction meeting, at least ten (10) days prior to scheduled commencement of construction work, with the Engineer, all affected Subcontractors, and all utility owners and their Contractors prior to beginning any dry utility work. The contractor and all required subcontractors are required to have supervisor level staff at the meeting to represent their respective role. The meeting will be lead by the Contractor with assistance by Engineer.

Contractor to coordinate with Engineer on meeting location to determine if city facilities can be utilized.

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

***Puget Sound Energy Power
James Lengel, O. (425) 449-7472, C. (425) 449-9954***

*** Puget Sound Energy Gas
Anthony Fay, (253) 213-2514***

***Puget Sound Energy Fiber
Chris Mantle, (425) 248-5632***

*** Lumen (CenturyLink)
Dewayne Reicher, (253) 221-0133***

***Comcast
Ted Axtell, (253) 878-2794***

***Astound Broadband
Matt Reid, (425) 559-4394***

***AT&T
Josh Coggins, (253) 209-0260***

***InterCity Transit (Main Contact)
Steve Swan, (360) 705-5834***

***InterCity Transit (Secondary Contact)
Rob Lafontaine (360) 705-5832***

***Washington Department of Transportation (Fiberoptic)
Todd Turner, (360) 705-7694)***

1-07.17(2) Utility Construction, Removal, or Relocation by Others

(******)

Supplement this section with the following:

Puget Sound Energy (PSE) has an existing gas line on Linda Street within the project limits. The Contractor shall coordinate the relocation of the existing gas line with PSE's subcontractor prior to performance of any Work in the vicinity of these improvements. Refer to Section 2-13 for additional information. The Cost to coordinate this Work shall be incidental to "Removal of Structures and Obstructions".

1-07.18 Public Liability and Property Damage Insurance
(******)

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so

expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

a. the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation

provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Commercial General Liability insurance shall be written with limits no less than $3,000,000 each occurrence, and, per project, in the aggregate for each period (may be substituted with $2,000,000 Commercial General Liability insurance per occurrence and in the aggregate with a minimum of $1,000,000 Excess or Umbrella Liability insurance per occurrence and in the aggregate as detailed in the APWA GSP Section 1-07.18(5)D included in these Contract Documents.

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-07.18(5)D Excess or Umbrella Liability

(January 4, 2016 APWA GSP)

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than ***1*** million each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

1-07.23 Public Convenience and Safety

(******)
Section 1-07.23 is supplemented with the following:

The Contractor shall provide 24 hours advance notice to adjacent property owners of impending work, impacts, and interruptions, including access restrictions and utility service interruptions.

The Contractor shall notify/update the City at each weekly construction meeting as to the status of public notifications for the project. Any printed materials submitted to the public

such as flyers and door hangers shall be submitted to the Project Engineer for review and approval prior to distribution. Allow the Project Engineer 24 hours for review and approval.

1-07.23(1) Construction Under Traffic

(******)
Section 1-07.23(1) is supplemented with the following:

Road Closures:

The City anticipates that for rare circumstances during construction, the Contractor may request a full road closure to expidite or complete construction tasks.

If the the Contractor deems a road closure is beneficial to the project, the Contractor shall submit a complete site specific traffic control plan showing the proposed closure, signing plan (including detour signing), and specifications related directly to the closure to the Project Engineer for review.

Road closures will be evaluated on a case by case basis by the Project Engineer and approval will be provided by the Transporation and Engineering Department Director and Engineering Services Manager.

The Contracting Agency does not gurantee approval of requested road closure.

Lane closures are subject to the following restrictions:

***

1. One lane of traffic must remain open in each direction on Capitol Boulevard and Trosper Road during normal working hours;
2. One lane alternate must remain open during any night Work;
3. Lane closures for work that severely affects traffic flow or safety will be required to take place at night or on weekends as determined by the Engineer;
3. Lane closures are not allowed from 6:00 AM to 8:00 AM or 4:00 PM to 6:00 PM
4. Lane closures for paving of intersections will not be allowed between the hours of 6:00 AM and 7:00 PM on weekdays;
5. Alterations in lane closure hours will not be grounds for additional reimbursement.

Additional Noise Mitigation Requirement:
In reference to the Innovative Sleep Center located at 260 Lee Street.

This business is a sleep center facility were patients are seen during the day and sleep at night. The sleep center also conducts daytime sleep studies on Mondays depending upon patient scheduling. For bidding purposes, the contractor shall assume that no work can occur within 100 feet north or south of the sleep center building on Mondays during the day UNLESS the contractor verifies with the sleep center that no sleep studies are being conducted on a specific Monday.

The following additional requirements must be met:

- Contractor shall furnish and install a temporary construction noise barrier/curtain along the east right-of-way line of 6th Avenue that will extend 30 feet north and south of the Innovative Sleep Center building at 260 Lee Street SW (a total of 60 linear feet of temporary construction noise barrier).
- The barrier shall be at least 6 feet in height and shall utilize either noise blankets or other approved media to reduce noise levels. The noise blankets shall reduce noise levels such that the decibel level behind the blankets does not exceed 60dBA. Contractor shall furnish and install all hardware and materials necessary to support the temporary noise barrier/curtain. The structure shall be maintained in good working order until physical completion of the 6th Avenue improvements or such a time that the Contractor will no longer be working in the vicinity of 260 Lee Street SW for the remainder of the project, whichever comes latest. All costs associated with moving, repositioning, or reinstalling the temporary noise barrier to accommodate construction activities shall be at the expense of the Contractor.
- Contractor shall make every effort to turn off construction equipment during prolonged periods of non-use; i.e. long equipment idling in the vicinity of the sleep center building will not be allowed.
- Locate stationary equipment and material stockpiles as far away as practical from 260 Lee Street SW.Limit construction activities 100 feet north and south of 260 Lee Street SW to between 7 a.m. and 10 p.m. whenever practical.

***

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

Lane closures are not allowed on any of the following:

1. A holiday, including 4th of July due to proximity to the parade route.

2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.

3. After *** 11:00AM *** on the day prior to a holiday or holiday weekend, and

4. Before *** 9:00AM *** on the day after the holiday or holiday weekend.

Lane closures within WSDOT Right-of-Way are limited to the following work hours:

	Northbound Off-Ramp		Northbound On-Ramp (from EB Trosper)		Northbound On-Ramp (from WB Trosper)	
	Ramp closure beginning Time	Ramp Reopen time	Ramp closure beginning Time	Ramp Reopen time	Ramp closure beginning Time	Ramp Reopen time
Sunday night – Monday Morning	20:00	5:00	21:00	5:00	20:00	5:00
Monday night -Tuesday Morning	20:00	5:00	21:00	5:00	20:00	5:00
Tuesday night -Wednesday Morning	20:00	5:00	21:00	5:00	20:00	5:00
Wednesday night – Thursday Morning	20:00	5:00	21:00	5:00	20:00	5:00
Thursday night- Friday Morning	20:00	5:00	21:00	5:00	20:00	5:00
Friday night-Saturday Morning	21:00	5:00	22:00	5:00	21:00	5:00
Saturday night – Sunday Morning	20:00	6:00	21:00	6:00	20:00	6:00

Ramp closures for construction of the I-5 on/ramps extended closures have been approved by WSDOT. The Contractor can extend ramp closures from Friday night – Saturday morning, Saturday night- Sunday morning, and Sunday per the hours listed in the table above upon request and approval by WSDOT and the City of Tumwater.

Traffic Control Requirement by Construction Phase:

Reference the Construction Phasing drawings in the Bid Documents for the following construction phasing traffic control requirements and restrictions:

Phase 01 – Cement concrete panel removal and construction of new utilities (Sewer, Storm, Water and Schedule 74 conduits:

This work can be completed at day or nighttime and traffic shall be maintained one lane in each direction during the day time and one lane alternating each way for nighttime work. Traffic control restrictions for phase 01 are required during removal of the concrete, the complete construction of new deep sewer utility, water distribution systems and appurtenances.

Phase 02B and 2C –Phase 02B and 2C can be accomplished during an extended WSDOT ramp closure.

Phase 04 – The existing traffic signal at the intersection of the I-5 on/off ramps and Trosper Road can be removed. Trosper Road traffic can be reduced to one lane in each direction in the northern half while the Contractor can perform work in the southern half. Traffic from the off ramp can use the new 6th Ave and Lee Street intersection to approach downtown.

Phase 05 – Trosper Road traffic can be reduced to one lane in each direction in the southern half while the Contractor can perform the work in the northern half. Traffic from the I-5 off can use the new 6th Ave and Lee Street intersection to approach downtown.

Phase 06 – Capitol Boulevard can be reduced to one lane in each direction in the eastern half while the Contractor can perform the work in the northwestern half. The Traffic signal at the intersection of Capitol Boulevard/Trosper Road can be modified for the traffic patterns.

Phase 07 – Capitol Boulevard traffic can be reduced to one lane in each direction in the eastern half while the Contractor can perform the work in the southwestern half. The traffic signal at the intersection of Capitol Boulevard/Trosper Road can be removed and temporary traffic control shall be installed.

Independence Day Parade: The City holds an annual parade on the 4th of July that requires use of all public facilities in the right of way. The Contractor shall schedule work so the public has full and unrestricted access to all facilities on the "X" Street to Israel Road segment of Capitol Boulevard.

Additional public events that will occur during the contract duration are listed as follows. The Contractor shall schedule construction around the event in their construction look ahead schedule and coordinate with Engineer.

- **State High School Golf Tournament**
  End of May
  Large event with out of area drivers, additional traffic along Capitol near lodging and food.

- **Senior Games**
  Last 2 weeks of July
  Street closure along Linderson (route map attached)
  Large event with out of area drivers, additional traffic along Capitol near lodging and food.

- **Kick in the Grass Soccer Tournament**
  July 22, 23, and 24, 2022
  Large event with out of area drivers, additional traffic along Capitol near lodging and food.

- **Artesian Brewfest**
  August 20, 2022

(******)
Delete item number one starting with "Remove or repair any condition…" and replace it with the following:

1. Remove or repair any condition resulting from the Work that might impede traffic or create a hazard.
   a. The Contractor may use Commercial HMA to repair the road surface after trenching operations in lieu of temporary HMA or cold mix. In such instances, the depth of the Commercial HMA shall be 1 inch. Measurement and payment for Commercial HMA shall be as described under section 5-04 of these project special provisions.

(******)
Delete item number six starting with "Open trenches within the Traveled Way…" and replace it with the following:

6. Open trenches within the Traveled Way or Auxiliary Lane shall have a steel-plate cover placed and anchored over them. The steel plates shall be secured around the perimeter with Plate Locks™ road plate securing system or approved equal. Plate securing systems shall be installed per manufacturer's recommendation. Temporary

HMA or cold-mix wedges around the steel plates shall not be allowed. Wedges or non-asphaltic devices shall be used for leveling as required to eliminate rocking of the plates. Warning signs shall be used to alert motorists of the presence of the steel plates.

1-07.24 Rights of Way

(******)
Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 Prosecution and Progress

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work

(******)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

*** For construction operations on Lee Street (from Linderson to the Lee/Street intersection) and on 6th Avenue (from the Lee/6th intersection to the 6th/Trosper intersection, limit work hours to 8 a.m. to 5 p.m., 7 days a week. Night work is not allowed within this area. ***

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than *** 3 working days *** prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting
(May 30, 2019 APWA GSP, Option B)

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify…".

1-08.3 Progress Schedule

1-08.3(2) Progress Schedule Types

1-08.3(2)B Type B Progress Schedule
(March 13, 2012 APWA GSP)

Revise the first paragraph to read:

The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the preconstruction conference. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(1), except that it may be limited to only those activities occurring within the first 60-working days of the project.

Revise the first sentence of the second paragraph to read:

The Contractor shall submit *** 1 *** copies of a Type B Progress Schedule depicting the entire project no later than 21-calendar days after the preconstruction conference.

1-08.3(5) Payment

(******)

Replace paragraph three starting with "The lump sum price…" with the following:

> The lump sum price shall be full pay for all costs for furnishing the Type B Progress Schedule, preliminary Type B Progress Schedule, and all Schedule Updates and Weekly Look-Ahead Schedules.

(******)

Replace paragraph seven starting with "No payment will be made for Schedule Updates…" with the following:

> No separate bid item or payment will be made for Schedule Updates. Payment for Work associated with providing Schedule Updates shall be included in the lump sum unit price for the bid item "Type B Progress Schedule." No additional payment shall be allowed for Schedule Updates required by events that are attributed to the actions of the Contracting Agency or due to the Contractors operations.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

(******)

Add the following new section:

1-08.4(1) Order of Work

Prior to starting construction and issuance of notice to proceed by the City, the Contractor shall furnish the Contracting Agency with a Type B Project Schedule, sequence, and method of proceeding with the work. This schedule shall address all items herein and must be approved by the Contracting Agency prior to commencing any construction operations.

The pedestrian access route shall remain in operation throughout the duration of the project unless temporary access is proposed and approved by the City.

Access to businesses within the project limits shall remain open for the duration of the project.

No additional work shall be done on Capitol Blvd that would impede traffic within the utility construction window including vaults and conduits for each utility.

Joint trench excavation shall be constructed at the rate of approximately 150 feet per day and all trenches shall be closed up at the end of the day unless otherwise approved by the Engineer.

The driveway entrance off of Trosper Road to parcels 12834440602, 12834440400, and 12834440701 near address 211 Trosper Rd SW shall be maintained and shall remain open until the new driveway entrance near 5301 Capitol Blvd SW is completely constructed.

1-08.5 Time for Completion

(January 19, 2022 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and

2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
   d. Final Contract Voucher Certification
   e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
   f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
   g. Property owner releases per Section 1-07.24

Section 1-08.5 is supplemented with the following:

(March 13, 1995)
See "Public Works Contract for I-5/Trosper Road/Capitol Boulevard Reconfiguration" section 1.2: Completion Date.

1-08.9 Liquidated Damages
(March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and

2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

LD=0.15C/T

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)
C = original Contract amount
T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09 Measurement and Payment

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment

(July 23, 2015 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

Supplement the last paragraph with the following:

When requested by the Engineer, the Contractor's representative shall collect the tickets throughout the day and provide them to the Engineer's designated receiver, not later than the end of the shift, for reconciliation. Tickets for loads not verified as delivered will receive no pay.

1-09.2(5) Measurement

(******)

Revise the first paragraph to read:

Scale Verification Checks – At the Engineer's discretion, the Engineer may perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work. All Contractor incurred costs (i.e. labor, fuel, contractor personnel, etc.) associated with the City's request to complete the scale verification checks shall be paid for by the Contractor.

1-09.3 Scope of Payment

Section 1-09.3 is supplemented with the following:

(August 7, 2017)

Fuel Cost Adjustment

General

The Contracting Agency will make a fuel cost adjustment, either a credit or a payment, for qualifying changes in the index price of on-highway diesel fuel. The adjustment will be applied to partial payments made according to Section 1-09.9.

The adjustment is not a guarantee of full compensation for fuel price changes. Any adjustment provided by this provision shall not obligate the Contracting Agency for any costs due solely to changes in fuel costs beyond the amount adjusted by this provision. The Contracting Agency does not guarantee that fuel will be available at the base fuel cost or monthly fuel cost. No additional adjustment will be made for rates of fuel consumption or actual fuel types that differ from those specified for the purpose of determining the adjustment.

For the purpose of calculating the adjustment, the Base Fuel Cost shall be the *Weekly* fuel price from the ***U.S. Energy Information Administration*** website. The website location and directions are as follows:

- http://www.eia.gov/petroleum/gasdiesel/
- On the web page, click on the ***West Coast less California***, listed under the heading ***U.S On-Highway Diesel Fuel Prices*(dollar per gallon)*** at the lower end of the web page***.***
- In the pull down box labeled ***Period*** pull down ***Weekly.***
- Click on the fuel price history found under the column heading ***View History*** for the line ***Diesel (On-Highway***) ***– All Types***.
- On this web page obtain the nearest weekly fuel cost for the Monday occurring three weeks prior to the date that bids are opened. This weekly fuel cost becomes the Base Fuel Cost and is fixed for the duration of the Contract and will be used in calculating all adjustments.

The Monthly Fuel Cost shall be the most recent *Monthly* fuel price from the U.S. Energy Information Administration website. The website location and directions are as follows:

- http://www.eia.gov/petroleum/gasdiesel/
- On the web page, click on the ***West Coast less California***, listed under the heading ***U.S On-Highway Diesel Fuel Prices*(dollar per gallon)*** at the lower end of the web page***.***
- In the pull down box labeled ***Period*** pull down ***Monthly.***
- Click on the fuel price history found under the column heading ***View History*** for the line ***Diesel (On-Highway***) ***– All Types***.
- On this web page obtain the most current monthly fuel price.

If the specified index ceases to be available for any reason, the Contracting Agency at its discretion will select and begin using a substitute price source or index to establish the Monthly Fuel Cost.

Measurement

No adjustment will be made if the Monthly Fuel Cost is within 10 percent of the Base Fuel Cost. No adjustment will be made for work performed after the authorized Time for Completion.

If the Monthly Fuel Cost is greater than or equal to 110% of the Base Fuel Cost, then:

Adjustment = (Monthly Fuel Cost – (1.10 x Base Fuel Cost)) x Q

If the Monthly Fuel Cost is less than or equal to 90% of the Base Fuel Cost, then:

Adjustment = (Monthly Fuel Cost – (0.90 x Base Fuel Cost)) x Q

Where Q = Σ ((Fuel Usage Factor for each Eligible Bid Item) x (Quantity paid in the current months progress estimate for each Eligible Bid Item)) for all Eligible Bid Items listed below:

Eligible Bid Item	Fuel Usage Factor
*** Roadway Excavation Incl. Haul ***	*** 0.29 gal/CY ***
*** Gravel Borrow Incl. Haul ***	*** 0.17 gal/TON ***
*** Crushed Surfacing Base Course ***	*** 0.70 gal/TON ***
*** Commercial HMA ***	*** 0.90 gal/TON ***
*** HMA Class ½ In. PG 58H-22 ***	*** 0.90 gal/TON ***
*** HMA Class ½ In. PG 58V-22, Fiber Reinforced***	*** 0.90 gal/TON ***
*** Textured and Pigmented Cement Concrete Truck Apron***	*** 0.25 gal/SY ***

Payment

Payment will be made for the following bid item when included in the bid proposal:

"Fuel Cost Adjustment", by calculation.

To provide a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the Contractor's total bid.

1-09.7 Mobilization

(******)

Supplement this section with the following:

1-09.7(1) Site Office Trailer and Toilet Facilities

The Contractor shall provide a site office trailer and toilet facilities for use starting within one week of the Contractors mobilizing on site and extending until the project is complete.

The location of the facilities shall be approved by the Engineer prior to delivery to the site.

Parking locations shall be marked and egress and ingress to the parking area shall clearly marked or signed. A minimum of two parking stalls shall be made available exclusively for use by City of Tumwater staff and their representatives. These parking locations shall be immediately adjacent to the site office trailer. Use of these stalls shall be uninterrupted with clear and safe access. These stall shall be clearly marked “City of Tumwater Use Only”.

A separate office in the trailer shall be provided for City of Tumwater staff and their representatives. The office shall be furnished with a desk, storage shelf, and three chairs and be large enough to comfortably accommodate all furnishings. This office shall be separated to the main trailer by a lockable door and have a separate access to the outside. This will be needed as the city staff will require continuous access to the office to conduct business.

The Contractor shall provide private washroom facilities adjacent to the trailer for the City of Tumwater staff and their representatives only, complete with flush or chemical type toilet, lavatory and mirror, and maintain a supply of paper towels and toilet tissue. This toilet shall be cleaned and serviced on a once-a-week basis.

The site office trailer shall be weatherproof, plumb to level, piped for potable water, and electrically wired by certified personnel. The power supply shall be capable of providing a minimum of 100 amperages. The trailer shall be furnished with adequate outlets, lighting, air-conditioning, heating, and ventilation. The heating and air-conditioning system shall be capable of maintaining 70°F inside temperature throughout the year.

The Contractor shall maintain the site office trailer in a clean condition, and wash the floors weekly or additionally as required.

The site office trailer shall be, equipped with the following features for use by the City and its Consultants:

a. Electric Lights
b. Adequate Windows
c. Shelving
d. Plan Table
e. Conference Table capable of handling on-site meetings
f. Enough chairs for meetings
g. Cylinder door lock and keys made available to the City and its staff
h. Sanitary facilities
i. Heating and cooling
j. Microwave
k. Printer and Scanner
l. Dedicated high-speed internet service, through DSL, cable or other as accepted by the Engineer.
m. Furnishings and structure shall be in like-new condition.

The Contractor shall be responsible for the installation, subsequent removal and restoration of the site to the satisfaction of the Engineer. If the site office trailer is relocated to another location(s) during the course of the project, the Contractor is responsible for restoration of each site to the satisfaction of the Engineer.

All costs associated with furnishing the structure and toilet facilities, hauling, setup, relocating, cleaning, maintaining, and removing of the site office trailer and toilet facilities – including all furnishings, utility installations and operating costs, and restoration of the site – shall be incidental to the lump sum Contract price of Mobilization.

1-09.9 Payments

(******)
Supplement this section with the following:

Contractor shall provide lump sum breakdowns for all lump sum bid items regardless of cost.

1-09.9 Payments
(January 19, 2022 APWA GSP)

Section 1-09.9 is revised to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.

4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

Failure to perform any of the obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor’s certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(November 30, 2018 APWA GSP)

Revise this section to read*:*

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13 Claims Resolution

1-09.13(3) Claims $250,000 or Less

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total $250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-10 Temporary Traffic Control

1-10.2 Traffic Control Management

1-10.2(1) General

Section 1-10.2(1) is supplemented with the following:

(******)

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701

Integrity Safety
13912 NE 20th Ave.
Vancouver WA 98686
(360) 574-6071
https://www.integritysafety.com

US Safety Alliance
(904) 705-5660
https://www.ussafetyalliance.com

- Contractor shall be responsible for scheduling construction work to ensure that United States Post Office service and mail delivery is not impeded during construction. Contractor shall contact U.S. Post Office for delivery routes and times in the areas of construction work and schedule work to accommodate this service.
- Contractor shall be responsible for scheduling construction work to accommodate sanitation services (garbage/recycle pickup) to ensure service is not impeded by construction work. Contractor shall contact local sanitation service for pickup routes and times and schedule work to accommodate this service.
- Vehicles parked along roadways will impede construction operations. Contractor shall place temporary no parking signs stating the dates and times when parking will be prohibited due to construction activities. Contractor shall submit a material submittal of the temporary “No Parking” sign for City approval prior to installation. No parking signs shall be in-place no less than 72 hours prior to construction activities. Contractor shall notify homeowners within the project limits no less than 5 working days prior to construction activities. Contractor to work with the City on acceptable methods of homeowner notification (such as flyers, door hangers, in-person contact).
- InterCity Transit Bus Routes: Contractor shall coordinate with Intercity Transit during construction to inform them of construction activities that could affect transit bus routes through the construction site. InterCity Transit provides bus service north/south along Capitol Boulevard at intervals of 15 minutes. All reasonable accommodation shall be made to maintain priority access through the construction work zone for InterCity Transit buses as needed. Transit bus route maps, schedules, and InterCity Transit contact personal shall be posted in the job trailer. For any bus stop locations within the project limits, the Contractor must notify Intercity Transit 5 working days prior to any work that may affect an

existing bus stop location and work with InterCity transit to identify an alternative bus stop location if required.

- School Bus Routes: Contractor shall contact and coordinate with schools in the area that utilize bus route in and through the construction site. Contractor shall obtain bus route schedules and that information shall be readily available to project supervisors on site. All reasonable accommodation shall be made to maintain priority access through the construction work zone for school bus service. School bus route maps, schedules, and School District contact personal shall be posted in the job trailer.

The Contractor shall be responsible for providing Construction class A signs, detour route signs for construction of the I-5 on/off ramps, PCMS signs, temporary striping and Contractor provided site specific traffic control plans. Contractor is also responsible for providing ADA accessible pedestrian routes through the construction zone to maintain access to business and residents during construction. Contractor shall provide and maintain bike routes through the project site.

Conceptual construction phasing and general traffic control plans have been (included in the construction documents. These phasing and general traffic control plans have been provided for reference only to show the general construction phasing for the project and general traffic control requirements.

For this project, the Contractor must develop site specific traffic control plans prior to work. The site specific traffic control plans shall be prepared per the WSDOT Plan Preparation Manual, WSDOT Work Zone Traffic Control Guidelines, WSDOT Design Manual, MUTCD< and City of Tumwater standards. Plans shall be consistant with current standard of practice for site specific traffic control and MOT (Maintenance of Traffic) plans. Plans shall be clearly legible on 11”x17” prints. Standard traffic control plans can be utilized if applicable to the work being completed.

Site specific traffic control plans shall be submitted to the Engineer a minimum of 10 calander days in advance of the time to commence the Work. The Engineer will review, provide comments, and approve the site specific traffic control plans. Approval of the plans must be obtained before work can begin. All costs associates with preparation of the site specific traffic control plans and any subsequent revisions during the review process shall be borne by the Contractor.

The site specific traffic control plans shall not only address all work zones and standard traffic control devices and signs but shall also address issues such as:

- Conflicting or temporary pavement markingsand temporary striping:
- Maintaining existing operational signs and covering conflicting signs;
- Staging requirements;
- Temporary vertical or horizontal clearance restrictions;
- Temporary work zone illumination for night works;
- Consistency with any existing work hours and noise restrictions;
- Vertical drop-offs;
- Intersection or access control (traffic signals, on/off-ramp approaches);
- Business and residence access during construction;
- Pedestrian and bicycles; and
- Work zone capacity and related mobility impacts.

The site specific traffic control plans shall also include a pedestrian traffic component. Temporary structures may have to be constructed. All such structures, including temporary asphalt ramps, wood-formed ramps, etc. shall meet current Americans with Disabilities Act (ADA) standards. Pedestrians shall be able to get around the Capitol Boulevard / Trosper Road and Capitol Boulevard / Linda Street intersections at all times during construction. The Plan shall also consider how to maintain the pedestrian movement through the intersections. This might entail working on one side of the street and on one corner of the intersection at a time. All costs to maintain pedestrian traffic through the project site shall be considered incidental to the various contract items of work involved.

1-10.2(1)B Traffic Control Supervisor

(******)

Delete the last paragraph and replace with the following:

The Traffic Control Supervisors (TCS) may perform the Work described in Section 1-10.3(1)A Flaggers or in Section 1-10.3(1)B Other Traffic Control Labor, but all Work completed by the TCS shall be compensated under the bid item for "Project Temporary Traffic Control", lump sum. No other compensation shall be made.

1-10.3 Traffic Control Labor, Procedures, and Devices

1-10.3(3) Traffic Control Devices

1-10.3(3)C Portable Changeable Message Sign

(******)

Supplement this section with the following:

The Contractor shall purchase two (2) portable changeable message signs (PCMS) for City ownership. The Contractor shall operate and maintain the City owned PCMS for the duration of the project. The Contractor will be responsible and liable for any and all damage done to PCMSs during the project. At the end of the project, the Contractor shall deliver the two City owned PCMSs to the City's Operations Building with any damage sustained during the project fully repaired. The PCMSs shall be Silent Messenger, full sized message board, supplied by Solar Tech, with vandal proof battery box.

The Solar Tech Silent Messenger shall have the following features:

- Message panel size: 126" x 76" High-Definition 30 x 56 pixels, 2.3" pitch;
- Batteries: Eight (8) 6-volt heavy-duty, deep-cycle (AGM) with anti-theft steel battery frame bolted to trailer with vandal-proof battery box reinforced steel cage;
- Battery Charger: 55 amp output (120 VAC 50/60 Hz Input)
- Solar Array: 330 watts fixed;
- Height: 103" for transportation position and 162" for operating position;
- Remote Communications: Talk to Your Board! Remote access, GPS tracking, and free lifetime cellular service;
- Brakes: Hydraulic surge rated for 5,000 lb capacity;

The Contractor shall place PCMS boards in their approved locations 1 week prior to start of construction. The Contractor shall change the message on a board within four (4) hours of receiving notice from the Engineer.

The Contractor shall register with Washington State Department of Licensing as sole owner of the PCMS boards within 15 days from the date of purchase and obtain legal license plates for the trailers. The Contractor shall transfer ownership to the City of Tumwater at the end of the project when Physical Completion of the project is granted. All paperwork such as title reports (proof of ownership), maintenance records, user's manual, and literature of product information shall be transferred to the City of Tumwater as legal ownership.

1-10.4 Measurement

(******)
Supplement this section with the following:

There will be no specific unit of measurement for the lump sum bid item Temporary Noise Barrier Wall (Blankets).

Temporary pavement marking will be incidental to "Project Temporary Traffic Control". Contractor shall furnish, install, and remove all temporary striping required to maintain traffic during construction operations. Temporary striping shall be in accordance with WSDOT Standard Spec 8-23. Contractor shall install and maintain temporary pavement markings to match existing roadway pavement markings before permanent pavement markings are completed.

Electric message sign will be measured per hour for the time that each electric message sign – including portable changeable message signs and sequential arrow signs – are operating as shown on a traffic control plan.

1-10.4(3) Reinstating Unit Items With Lump Sum Traffic Control

(******)
Section 1-10.4(3) is supplemented with the following:

(August 2, 2004)
The bid proposal contains the item "Project Temporary Traffic Control," lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

***
"Flaggers", per hour
"Electronic Message Sign", per hour
***

1-10.5 Payment

(******)
Supplement this section with the following:

"Project Temporary Traffic Control", per lump sum.
The lump sum Contract price for "Project Temporary Traffic Control" shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in Section 1-10 except for costs compensated by Bid Proposal items inserted through Contract Provisions as described in Section 1-10.4(3) and shall include the following:

a. All costs associated with furnishing, installing, maintaining, and removing Temporary Noise Barrier Wall (Blankets).
b. All costs associated with furnishing, installing, and removing of all temporary striping required to maintain traffic during construction operations shall be incidental to the lump sum Contract price for "Project Temporary Traffic Control".
d. Payment for all Work performed by the Traffic Control Supervisor (TCS) as described in 1-10.2(1)B.

"Electronic Message Sign", per Lump Sum.
The lump sum contract price, when applied to the number of units of measured for this item in accordance with Section 1-10.4, shall be full compensation for all costs incurred by the Contractor in performing the Work described in Sections 1-10.3(3)B and 1-10.3(3)C as specified herein.

Division 2
Earthwork

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

(******)
Supplement this section with the following:

A high visibility fence shall be installed around all trees and vegetation as required by the Engineer prior to beginning work. The Contractor shall be responsible for installing, maintaining, and removing the high visibility fence as required. Disposal of all organic waste shall be by in accordance with Section 2-01.2(2) Disposal Method No. 2 – Waste Site.

The Contractor shall take all precautions necessary to protect the public, property, trees, and natural vegetation from harm. Any damage to utilities or other structures on public right-of-way or private property shall be restored by the Contractor at the Contractor's expense.

2-01.4 Measurement

(******)
Revise this section with the following:

There will be no specific unit of measurement for the lump sum bid item Clearing, grubbing, and roadside cleanup.

2-01.5 Payment

(******)

Revise this section with the following:

"Clearing, Grubbing, and Roadside Cleanup", per lump sum.

The unit contract price per lump sum for "Clearing, Grubbing, and Roadside Cleanup" shall be full pay for all work describe in this section including "Clearing and Grubbing" and "Roadside Cleanup". The cost to construct "High Visibility Fence" shall be incidental to this bid item.

2-02 Removal of Structures and Obstructions

(******)
Supplement 2-02 with the following new Section:

2-02.2 Video

The Contractor shall provide pre-construction video of the existing conditions for the construction area including all easements, streets, alleys, and driveways within the project area. Further, video shall include existing drainage, driveways, sidewalks, and other frontage improvements. The Contractor shall also provide pre-construction video of the existing conditions of each face of an existing structure (houses, garages, sheds, fences, etc.), within 30 feet of the construction area.

The Contractor shall provide a copy of the video, in high definition DVD format, to the City prior to any construction.

All costs for providing and furnishing the pre-construction video shall be considered incidental to the Bid Item of "Removal of Structures and Obstructions" and no other payment will be allowed.

2-02.3 Construction Requirements

(******)
Supplement this section with the following:

Unless otherwise noted, existing type 1 catch basins and inlets shall be removed entirely. Existing type 2 catch basins, inlets, and sanitary sewer manholes with a depth of less than 8 feet shall be removed entirely. Existing type 2 catch basins, inlets, and sanitary sewer manholes with a depth greater than 8 feet below the surface may be removed to a depth of 8 feet below the surface.

The removal of an existing hydrant assembly shall consist of turning off the gate valve, removing the existing hydrant assembly, valve box and anything else that is within 2' of the finished grade. Cap or plug the existing tee after the existing hydrant assembly and valve box has been removed. The Contractor shall return the existing fire hydrant assembly to the City. If the existing hydrant is damaged due to the Contractor's negligence, the Contractor shall replace the hydrant with a new hydrant.

Pedestrian signal heads, vehicular signal heads, pedestrian push button assemblies, and traffic signal and electrical service cabinets (collectively known as Traffic signals standards and equipment), street lights, and street signs shall be salvaged and delivered to the City of Tumwater Maintenance Shop located at 7200 New Market Street SW.

All materials and equipment inside of WSDOT right of way shall be salvaged and delivered to the Washington State Department of Transportation. All costs associated with loading, delivery, and unloading salvaged equipment shall be at the cost of the Contractor. Large pieces of equipment such as signal poles, mast arms, light standards, and luminaire arms shall be delivered to 2120 RW Johnson SW, Tumwater, WA 98501. Small items such as signal cabinets, service cabinets, signal displays, and detection cameras shall be delivered to 7311 31st Ave NE, Lacey, WA 98516. The Contractor shall contact the WSDOT Olympic Region Signal Shop, during normal business hours, at 360-357-2669 three (3) business days prior to delivery to schedule the drop off.

The Contractor shall use due care and caution during removal and transportation of the salvaged material so that no damage occurs to the salvaged material. Any damage caused by the Contractor shall be deducted from the amount due.

Utility conflicts between abandoned utilities and/or utilities to be abandoned in place and proposed utilities will be resolved by cutting and capping the abandoned utility. Such Work will be incidental to the bid item “Removal of structures and Obstructions”.

(******)
The following items plus all materials resulting from incidental work including clearing; grubbing and roadside cleanup shall be removed from the job site, disposed of in a waste site or when noted on the plans, delivered to the City or WSDOT.

***

Pavement	Lane Markings (Buttons, Paint, Plastic, RPM)
Sidewalk	Traffic signal standards and equipment
Driveways	Foundations
Curb and Gutter	Fencing
Catch Basins	Manholes
Storm Sewer Pipe	Culverts
Water Pipe	Fire Hydrants
Water Valve and Fittings	Valve Boxes
Meter Boxes	Silt Fence
Street Lights	Street Signs
Rocks	Noise Barrier Walls
Refuse	Abandoned Utilities

***

The Contractor shall notify property owners/residents prior to all grading, clearing, and fence removal on newly acquired right-of-way a minimum of 3 days before any work.

The Contractor shall provide the temporary fencing immediately upon removal of the existing fence and will maintain the temporary fence until the permanent fence is installed.

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

Supplement this section with the following:

In removing pavement, sidewalks, and curbs, the Contractor shall:

1. Mark all cut lines in the field and have the Engineer approve them prior to commencing cutting operations. The Engineer reserves the right to adjust removal to the nearest construction joint.
2. Make a vertical saw cut between any existing pavement, sidewalk, or curb that is to remain and the portion to be removed.
3. All sawcuts shall be continuous and made with saws designed specifically for this purpose; no skip cutting, wheel cutting, or jack hammering will be allowed unless given prior approval by the Engineer.
4. Replace at no expense to the Contracting Agency any pavement designated to remain that is damaged during the removal of other pavement. All damaged sidewalks and curbs shall be replaced to the nearest existing joint.
5. Haul all broken–up pieces of pavement, sidewalks, and curbs to an off-project disposal site.

All transitions to existing asphalt or cement concrete driveways, parking lots, curb and gutter and walkways shall be vertically sawcut full-depth with straight, uniform edges. Existing asphalt pavement roadway edge may be cut with a wheel, provided the wheel cut is full depth and no damage occurs to the pavement which is to remain. Neither impact tools nor pavement breakers may be used for trench crossing of existing pavement. Trench crossing of existing pavement shall be vertically sawcut.

When sawcutting the existing roadway is needed to widen the road to perform excavation, the Contractor shall take extra precaution to make a neat, uniform cut, and shall sawcut pavement to full depth, regardless of number of passes necessary. Compaction of asphalt near the sawcut is critical and a vertical, neat line sawcut is required. If in the opinion of the Engineer, the cut is not satisfactory due to Contractor's workmanship or equipment, or if the sawcut becomes damaged and irregular, the Contractor shall fix the problem to the satisfaction of the Engineer, at Contractor's expense.

(******)

Supplement 2-02.3 with the following new section:

2-02.3(4) Remove, Relocate, and Dispose

2-02.3(4)A Concrete Pavement

The Contractor shall provide necessary labor, equipment, and materials to remove completely, approximately 1,650 square yard of 7 to 9-inch thick cement concrete pavement with doweled joints on Capitol Blvd between Station CD 304+71 and Station CD 310+28, as shown in the Plans. There is approximately 2 to 4 inches of asphalt overlaying the cement concrete pavement that will be considered as part of this removal item. After removal of cement concrete pavement with asphalt overlay, the void space shall be filled with crushed surfacing base course and 2 inches commercial HMA. The cost for crushed surfacing base course and commercial HMA will be paid under applicable bid items in the Proposal. The commercial HMA will be placed immediately following cement concrete pavement removal so that traffic is not driving on exposed gravel.

2-02.3(4)B Sound Wall

The Contractor shall provide necessary labor, equipment, and materials to remove a portion of approximately 310 square foot of the existing WSDOT sound wall near B 203+42 as shown in the Plans. The wall panels shall be removed to the nearest joint and the wall foundation shall be sawcut and removed to the limits shown in the Plans. Any damages to the wall outside the removal limits shall be repaired by the Contractor to the satisfaction of the Engineer, at the Contractor's expense.

(******)
Supplement 2-02.3 with the following new section:

2-02.3(5) Adjustment of Groundwater Monitoring Wells

The Contractor must contract a licensed well driller to adjust the two existing groundwater monitoring wells located north and south of Linda Street. Contact the Engineer for location of the existing groundwater monitoring wells.

The Contractor or licensed well driller shall send a Notice of Intent (NOI) to the Washington State Department of Ecology (DOE) 72 hours before the work will begin.

The licensed well driller shall follow all requirements of WAC 173-160-381 for the adjustment of the groundwater monitoring wells.

2-02.4 Measurement

(******)
Section 2-02.4 is supplemented with the following:

Removal of concrete pavement will be measured per square yard.

Adjustment of existing groundwater monitoring well will be measured per each.

2-02.5 Payment

(******)
Delete this Section and Replace with the following:

"Removal of Concrete Pavement", square yard.
The unit Contract price per square yard for removal of concrete pavement shall be full compensation for all labor, equipment, and materials necessary to complete the requirements of this section.

“Adjustment of Existing Groundwater Monitoring Well”, per each.
Adjustment of existing groundwater monitoring well shall be full pay for materials, equipment, and labor to adjust the existing groundwater monitoring well casing the finished grade as shown on the plans.

“Removal of Structures and Obstructions”, lump sum.

The lump sum Contract price for Removal of Structures and Obstructions shall include payment for all Work as described in section 2-02.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3 Construction Requirements

2-03.3(7) Disposal of Surplus Material

2-03.3(7)C Contractor-Provided Disposal Site

(******)
Supplement this section with the following:

The Contracting Agency has not provided a waste site for disposal of excess materials and debris.

2-03.3(14) Embankment Construction

2-03.3(14)C Compacting Earth Embankment

(******)
Replace paragraph one with the following:

This section describes three methods (A, B, and C) for building earth embankments. The Contractor shall be required to compact all embankments in accordance with Method C.

2-03.3(14)D Compaction and Moisture Control Tests

(******)
Supplement this section with the following:

At the request of the City, the Contractor shall allow the City's laboratory technician to be on site for obtaining material samples in a timely manner. Once the test results are confirmed, the Contractor can commence the Work. No adjustment to the contract price or time for delays will be made as a result of the test that doesn't meet the material specification. Compaction test reports shall be mailed directly from the testing laboratory to the City of Tumwater Transportation and Engineering Department.

2-03.4 Measurement

(******)
Supplement this section with the following:

The quantity of the following items to be paid for on this project shall be quantities shown on the bid proposal:

"Roadway Excavation Incl. Haul" shall be measured per cubic yard.

2-03.5 Payment

(******)
Replace paragraph 10 of this section with the following:

"Roadway Excavation Incl. Haul", per cubic yard.
The unit contract price per cubic yard for "Roadway Excavation Incl. Haul" shall be full compensation for all costs incurred for pond excavation and other roadway excavation as shown in the Plans. The bid item shall be full compensation for all labor, equipment, and materials necessary to complete the work as specified herein.

(******)
Supplement Division 2 with the following new section:

2-05 POTHOLING

2-05.1 Description

This Section specifies work requirements for potholing ahead of construction to identify any potential or actual conflicts (horizontal and/or vertical) or other potential or actual physical separation or tolerance issues between the new construction and existing buried facilities.

Potholing shall be for the sole purpose of identifying utility conflicts affecting the alignment of the proposed construction, and for gathering sufficient information to develop a redesign of the proposed construction to resolve the potential conflict. Potholing is not for the purpose of verifying or supplementing pavement markings applied by one-call responders for the Contractor's convenience. Nothing in this specification relieves the Contractor from his responsibilities under RCW 19.122. The relationship between the Contractor and one-call responders representing various utilities is defined in RCW 19.122, and takes precedence over this specification.

The Work shall consist of saw-cutting and removal of existing pavement, excavation to the depth required to expose the conflicting utility including disposal of spoils, shoring, if required, gathering sufficient information about the conflicting utility for avoidance design, backfilling and compacting the excavation and providing a temporary or permanent repair to the surface.

2-05.2 Materials

Materials shall meet the requirements of the following sections:

Crushed Surfacing Base Course for Pothole Backfill	9-03.9(3)

2-05.3 Construction Requirements

2-05.3(1) Preparatory Work

Potholing, as required, shall take place at least five (5) working days ahead of construction. As required by RCW 19.122, Contractor shall contact the Utility Location Request Center (one-call center) (1-800-424-5555 or 811) sufficiently in advance to allow utility locates to be marked in the construction zone prior to potholing. The Engineer, in consultation with the

Contractor and Consultant (if any), shall determine the locations of potholes. The decision of the Engineer with regard to potholing locations is final.

2-05.3(2) Potholing

The Contractor shall pothole at the locations designated by the Engineer. The Contractor may pothole at other locations to comply with RCW 19.122, but such potholing will be considered for the convenience of the Contractor and no payment will be made.

The Contractor shall notify the Engineer at least one (1) working day in advance, each time potholing will occur, as to the date, time and location that potholing will be conducted. Each pothole designated to be investigated by the Engineer shall be at least two (2) feet square. When pavement, sidewalk or curb and gutter at the pothole location is to remain subsequent to construction, it shall be saw-cut full depth regardless of pavement thickness and carefully removed to avoid spalling of the edges of the pothole. Sidewalk and curb and gutter shall be removed to the nearest joint. If spalling occurs, the Contractor shall, prior to pavement patching, saw-cut outside the spalled area to provide a vertical face for the full depth of the pavement patch at no additional cost to the Contracting Agency, and payment will be made only to the original dimensions of the pothole. For pavement that will be ultimately removed by construction of the improvement, the Contractor may select the means for pavement removal, but payment will not be made for pavement removed outside the lines designated by the Engineer.

Excavation shall be by hydro-excavation, using truck-mounted eductor equipment, to a sufficient depth to expose and identify conflicts to the proposed horizontal and vertical alignment of the improvement. Measurements shall be made to the existing conflicting underground facilities in sufficient detail (station and offset from project control line, depth below pavement surface, size and content of pipe) that the exact location can readily be identified in relation to the proposed improvement. Location notes prepared by the Contractor shall be provided to the Engineer within one (1) working day of the potholing. If notes for more than one location are provided at the same time, the Contractor shall prioritize the location notes based on the scheduling needs of his operation.

Each pothole excavated shall be backfilled using Crushed Surfacing Base Course (section 9-03.9(3)). When sand bedding is required by the owner of the exposed pipe, sand meeting the requirements of section 9-03.13, or equivalent, shall be used. Backfill shall be placed and compacted in twelve-inch (12”) maximum lifts to within three feet (3’) of the surface, then six-inch (6”) lifts to the top of subbase. When the pothole is in a paved area, including sidewalks or curb and gutter, to be disturbed by the improvement, each backfill lift shall be compacted to 90 percent of maximum density as specified in section 2-03.3(14)D. Four inches (4”) of cold mix asphalt will be applied as the surface material.

For potholes in paved areas, including sidewalks, curbs and gutters, which will not be disturbed by the improvement, each backfill lift shall be compacted to 95 percent of maximum density as specified in section 2-03.3(14)D. Alternatively, the Engineer may require the excavation to be backfilled with controlled density fill (CDF).

When the pothole is not in a paved area, surface material existing prior to potholing (sod, bark, etc.) shall be replaced in kind at no additional expense to the City.

2-05.3(3) Avoidance Design

Within two (2) working days following the receipt of location notes from the Contractor, the Engineer will determine whether a redesign of the proposed improvement with the highest scheduling priority as determined by the Contractor is required or not. If required, a design to avoid the conflicting underground facility will be provided. Determinations related to other location notes submitted at the same time will follow at one (1) working day intervals until all conflicts from that submittal are resolved. Subsequent submittals of location notes resulting from further potholing shall follow the same pattern, with the pothole location having the highest scheduling priority as determined by the Contractor, being addressed first.

No work other than trenching, dewatering and trench wall stabilization may be performed within twenty feet (20') of a conflicting underground facility location until such time as it has been determined that a redesign is not necessary, or a revised design for that location has been received by the Contractor. If a revised design is required, the work shall proceed on a force account basis. Credits for deleted work shall be determined as set forth in section 1-09.5.

2-05.4 Measurement

Potholing at connections and existing utility crossings will be measured per each.

2-05.5 Payment

For locations approved by the Engineer, payment will be made for the following Bid item when included in the Proposal:

"Potholing at Connections and Existing Utility Crossings", per each

The unit contract price per each for "Potholing at Connections and Existing Utility Crossings" shall be full payment for all labor, materials, equipment and incidentals required to complete the work as directed by the Engineer and as specified herein, including full depth saw-cutting regardless of pavement thickness, removal and disposal of pavement, excavation, including disposal of spoils, shoring, location measurement, backfill, compaction and surface repair, for each potholing module.

No payment will be made for Potholing accomplished by the Contractor in compliance with RCW 19.122. Such Potholing shall be considered incidental to the contract and the costs thereof shall be included as part of, and incidental to, other bid items.

2-09 STRUCTURE EXCAVATION

2-09.1 Description

(******)
Supplement this section with the following:

This work consists of furnishing, utilizing, moving, and maintaining a trench safety system.

2-09.3 Construction Requirements

(******)
Supplement section 2-09.3 with the following:

The Contractor shall comply with all applicable state laws, OSHA, WISHA requirements, and Department of Labor and Industries regulations governing trench excavation and pipe laying.

2-09.4 Measurement

(******)
Supplement section 2-09.4 with the following:

Trench safety system shall be paid for per lump sum regardless of the type, size, and quantity used.

2-09.5 Payment

(******)
Supplement section 2-09.5 with the following:

"Trench Safety System for ___", per lump sum.
The lump sum contract price for "Trench Safety System for ___" shall be full compensation for all labor, tools, equipment, and materials necessary to comply with the requirements stated above.

(******)
Supplement Division 2 with the following new Section:

2-10 DUST CONTROL

2-10.1 Description

This work consists of furnishing and applying Magnesium Chloride solution for dust control as the Engineer requires.

2-10.2 Materials

Magnesium Chloride compound shall be combined with water per the manufacturer's specifications for dust control applications.

2-10.3 Construction Requirements

The Contractor shall apply magnesium chloride solution by means of tank trucks equipped with spray bars. Spray controls shall ensure that the solution flows evenly and in the amounts required by the manufacturer's recommendation and directed by the Engineer.

2-10.4 Measurement

"Dust Control" per MGAL (million gallons), shall be measured by tanks or tank trucks of known capacity or by meters approved by the Engineer. The Contractor shall supply and install any

meters at no expense to the Contracting Agency. It is the Contractor's responsibility to obtain a water source. No source of water has been identified by the Agency.

2-10.5 Payment

"Dust Control", per MGAL.

The unit contract price per MGAL for "Dust Control" shall be full pay for all labor, materials, tools, and equipment necessary to furnish, haul, and apply the magnesium chloride solution.

(******)
Supplement Division 2 with the following new Section:

2-13 PRIVATE UTILITY COORINDATION AND CONSTRUCTION

2-13.1 Description

This project contains both Work that is to be completed by the Contractor and Work that is to be completed by others and will be coordinated by the Contractor. All utility work within the project limits shall be coordinated by the Contractor.

The Contractor's Work includes all Work involved in the creation of a joint utility trench for private utility companies including but not limited to excavation, shoring, laying of conduit, bedding, trench backfill, service trenching, excavation for utility vaults, utility vault foundation and installation, and other private utility appurtenances as shown on the Plans or specified in these specifications. All facilities in the joint utility trench shall be constructed per the Project Plans, PSE Plans, and specifications for each utility purveyor.

A breakdown of the Work involved for each utility is described in the following sections:

2-13.1(1) Puget Sound Energy – Electric

There are two orders of Work in regards to Puget Sound Energy (PSE) – Electric. The first is an overhead conversion which will underground existing overhead power. This Work is referred to as "Schedule 74" or "underground conversion". The second is providing service connections for the illumination and rapid flashing beacons. The second order of Work will be discussed in Section 8-20 of these special provisions and will not be referenced further in this Section.

The Contractor shall note that the Schedule 74 underground conversion Work is being completed in partnership with the City of Tumwater and PSE. Any revisions to the Project Plans must be mutually approved by the City and PSE. The contractor shall formally submit questions/comments regarding the plans via the RFI (request for information) system. The City will then coordinate with PSE for final PSE approval.

This Conversion Project has been designed and will be constructed in accordance with PSE design and construction standards in effect as of the date of this Project Plan. PSE standards applicable to Construction Work to be performed by the Contractor shall be the Construction Plans, specifications, special provisions, and PSE's "Electric Distribution Trench/Duct/Vault Construction Standards, 2013". All relevant PSE standard described in this Section are attached to this Project Plan by this reference. The

Contractor's on-site supervisor shall have all previously referenced documents on-site at all times during construction.

2-13.1(1)A Contractor's Work and Responsibility

The Contractor shall provide PSE personnel full access to the work site during construction of the power distribution system. The Contractor shall work with PSE in good faith throughout the project. Full cooperation between PSE Inspectors and the Contractor's work force shall be maintained at all times during construction.

The Contractor shall not work on ANY energized power system. The Contractor shall notify PSE immediately if work on an energized system is required and coordinate with PSE to have PSE personal complete the required work.

The Contractor shall provide written notice to customers within the Conversion Area in advance of the start of Work for the Conversion Project. The notice will include contact information for both the City and PSE, the expected Conversion Project schedule, anticipation of service interruptions and Work required to be performed by customers. Prior to distribution, the Contractor shall work with the City for final approval of the written notice. The Contractor shall allow the City to have 2 days for review and comments/approval of the written notice. Delivery of public notices shall be completed by the Contractor, under supervision of the City.

PSE allows for other private utilities to string private utility lines on PSE poles. The Contractor shall coordinate the removal and relocation of other private utilities from PSE's poles. It is the Contractor's responsibility to ensure that timely notification, in writing, is provided to affected utility purveyor's of the need to remove or relocate private utiltiies as work progresses. All written communication between utility purveyors and the Contractor shall be forwarded to the City construction administration team.

The Contractor shall provide all surveying for equipment placements, locations, and establish all grade elevations for the Underground Distribution System within the Conversion Area. For installation locations, the Contractor shall stake out grades and hard improvements in the area and then coordinate with the PSE inspector to determine the final locations for trench and equipment installation in the field. It is the Contractors responsibility to provide ALL requested survey services upon request of the PSE inspector during installation.

It is the responsibility of the Contractor to ensure that the installed Underground Distribution System does not conflict with any new utility installations or improvements shown on the construction plans. It is also the Contractor's responsibility to ensure that all surface installations of vaults and equipment do not conflict with any surface mounted improvements.

The Contractor shall provide all necessary excavation, bedding, backfill, off-site disposal, site restoration and coordination for installation of the Underground Distribution System. This includes trenching, backfill, and restoration for cut-over and transfer of existing underground system and service lines from the existing overhead distribution system to the new Underground Distribution System.

Contractor to coordinate private property trenching, excavation and restoration activity with the City and private property owners affected by this Conversion Project. See section 2-13.3(1)A1 Electric Service Conversion for the list of properties requiring service conversions.

Contractor shall provide flagging and traffic control as required for all work performed and for any PSE inspection work that is required to complete work.

Promptly following notice from PSE that the Underground Distribution System has been energized, the Contractor shall provide notice to customers within the Conversion Area informing them of their obligation and responsibility to convert their overhead service lines to underground service lines as provided by state law or to modify existing underground service lines for connection to the Underground Distribution System. The notice shall inform affected customers that their service will be affected for 4 hours and no cost associated with reconnecting the service will be billed to affected customers. The Contractor shall work with affected customers to minimize impact to their business. Affected service are as described in 2-13.1(1)D Affected Service Lines.

Contractor shall provide a secure staging and storage area(s) for duct and vault materials provided by PSE. The Contractor shall be responsible for the security and condition of these materials until they are installed and accepted by PSE or returned to PSE's custody. Unused PSE provided construction material shall be returned to PSE. Materials will be picked up by PSE line crews.

Contractor shall provide all labor and equipment required for the off-loading of PSE duct and vault materials delivered to the job site.

Contractor shall facilitate weekly (or as otherwise agreed by the City and PSE) construction coordination meetings to include all relevant parties participating in the conversion including PSE and it's contractor(s), the City and it's contractor(s), and other utilities.

PROJECT ASBUILTS – The contractor shall provide field as-built survey of all installed underground PSE facilities. Field survey shots are required.

2-13.1(1)B Puget Sound Energy's Work and Responsibility

Following notice from the Contractor, deliver or cause to be delivered all duct and vault materials to the designated staging/storage area(s). Acknowledge delivered quantities and condition of duct and vault materials by signing shipping manifests.

PSE will provide a mandrel to the Contractor to be used in proofing of the duct and vault system. "Proofing" as used herein is defined as verification using a mandrel that the duct and vault system is free and clear of damage, installed to the proper grade and at the proper location and contains a pulling line.

PSE will provide PSE electrical workers to complete duct installation and proofing when such work is performed at or in any energized vault containing energized cables or equipment.

Install (except for ducts and vaults installed by the Contractor) and energize the Underground Distribution System. Provide written notice to the Contractor/City when the Underground Distribution System is energized.

Perform cut-over and transfer of existing Underground Distribution System and existing underground service lines from the overhead distribution system to the new Underground Distribution System where applicable. PSE will notify the City/Contractor for excavation and the affected customers at least two (2) business days prior to installation, transfer, and connection of underground service lines. See section 2-13.3(1)A1 Electric Service Conversion for the list of properties requiring service conversions.

Install and connect replacement underground service lines to single family residences and connect modified and replacement non-residential underground service lines provided by customers within the Conversion Area pursuant to PSE Tariff Schedule 85. See section 2-13.3(1)A1 Electric Service Conversion for the list of properties requiring service conversions.

Remove the existing overhead electric distribution system including, conductors, equipment, down guys, anchors and poles after all service lines to customers within the Conversion Area are connected to the Underground Distribution System and all other utilities have been removed from PSE's poles. Holes left following removal of poles will be filled with crushed rock and compacted in accordance with applicable City standards or specifications.

Provide flagging and traffic control as required for all work performed by PSE (except as may otherwise be reasonably provided by the Contractor during installation of ducts and vaults in conjunction with Contractor performed trenching, excavation, back-fill and restoration).

Attend weekly (or as otherwise agreed by the Contractor and PSE) construction coordination meetings facilitated by the City and its contractor during periods of Conversion Project construction.

PSE will remove the existing overhead electric distribution system from the poles and notify Comcast, Lumen, the Contractor, and the Engineer when they have completed work on their poles. PSE will remove the poles once Comcast and Lumen facilities are removed from the poles.

2-13.1(1)C City of Tumwater's Work and Responsibility

City shall accept delivery of the completed duct and vault system once the new system has been proofed (as described above) by the Contractor and final approval has been provided by the City.

2-13.1(2) Puget Sound Energy – Gas

Puget Sound Energy has a gas line on Linda Street which will be relocated by others. The Contractor shall coordinate the work schedule with the private utility company and provide access to the job site to complete this Work.

The Contractor will not provide traffic control for the relocation of the gas line.

2-13.1(3) Lumen

Lumen has several duct banks and communication facilities within the project limits as shown on the plans which shall be protected in place during Construction.

Lumen has additional existing overhead communications that will be converted to underground in the joint utility trench. Lumen will complete all Work between their service connections and the joint utility trench. The Contractor shall be responsible for installing Lumen conduits in the joint utility trench as shown in the plans. All Work to be completed on the job site by Lumen will be coordinated by the Contractor.

2-13.1(4) AT&T

AT&T facilities are located on the west side of Capitol Boulevard. AT&T will not participate in any service conversions or the joint utility trench. AT&T has no scheduled Work for this project.

2-13.1(5) Astound Broadband

Astound will not be in the joint utility trench. Astound has roughly 200 linear feet of improvements to their existing communications systems located on the east side of Capitol Boulevard. Their construction effort shall be coordinated by the Contractor.

2-13.1(6) Comcast

Comcast has additional existing overhead communications that will be converted to underground in the joint utility trench. All Comcast conduits and vaults shall be installed by the Contractor. All materials for all Work involved in construction of conduits and vaults shall be provided by Comcast.

2-13.1(7) Utility Coordination

The Contracting Agency has made commitments with several jurisdictions, public users, property owners, and private utilities that the Contractor shall incorporate into the schedule for this project. The following specific requirements shall be included in the project schedule:

The Contractor shall prepare the site to resolve any conflicts and relocate any utilities necessary to allow construction of the vault excavation and joint trench.

After the site is prepared the Contractor shall provide a 45 working day utility window

throughout the duration of this project for all the private utilities to be relocated. If a state disaster is declared in the utility's service area, the working days and the utility window will be extended. This work will be completed in four phases that include:

1. New system infrastructure (Vaults and Joint Trench)
2. Conversion to Energize the New System
3. Private Residential and Commercial Conversions
4. Demolish and Remove existing system.

This work is dependent on the following specific tasks to be performed by the Contractor:

The Contractor shall complete an average of 3 vaults or hand-holes per day, and all vaults shall be installed prior to excavation of the joint trench as coordinated with the Engineer.

The Contractor shall maintain 200 lineal feet of trench excavation.

All Electrical Service Conversion conduit and/or conductor shall be completed and extended from the point of connection to the private utility as required.

The existing utilities to be abandoned will be removed after the new system is energized and all electrical service conversions are complete.

The Contractor shall provide sufficient time for the private utilities to construct the new system, energize the new system, convert over to new system, and demolish the old and temporary system(s). The Engineer will track the utility window based on the ability of the private utility contractors to proceed with any specific task based on the conditions above.

Throughout the duration of the utility window, other contractors and/or utilities will be working within the project limits. The Contractor shall schedule all work not to impede other contractors and/or utilities, and work jointly on several specific tasks.

The Contractor shall provide written notice to the Engineer at least ten working days prior to excavation of any phase of the utility conversion. Changes to schedules shall be communicated with the Engineer as soon as they arise.

2-13.2 Materials

Materials shall meet the requirements of the following Sections:

Bank Run Gravel for Trench Backfill	Section 9-03.19
Conduit	Section 9-29.1
Sand Bedding for Joint Utility Trench	

Sand Bedding for Joint Utility Trench shall be free of ice, clay, organic matter or other objectionable material and shall conform to the following standards:

4.1.1 Gradation per ASTM C136:

Sieve Size	Percent Passing by Weight Passing Sieve
3/8”	100
#4	90-100
#50	10-40
#100	3-15
#200	0-7

All materials and workmanship shall comply with National Electrical Code, State of Washington Electrical Code, Tumwater Municipal Code, and Puget Sound Energy requirements.

2-13.2(1) Puget Sound Energy – Electric

2-13.2(1)A Contractor’s Responsibility

Contractor shall provide all materials for the excavation, bedding, and backfill of the joint utility trench.

2-13.2(1)B Puget Sound Energy’s Responsibility

Puget Sound Energy will provide all conduits, couplings, glue, vaults, and pull-boxes required for their relocation. Contractor shall coordinate delivery of these materials to the job site.

2-13.2(2) Lumen

2-13.2(2)A Contractor’s Responsibility

Contractor shall provide all materials for the excavation, bedding, and backfill of the joint utility trench.

2-13.2(2)B Lumen’s Responsibility

Lumen shall provide the Contractor with all conduit required for their relocation. Lumen is responsible for all materials for the excavation, bedding, and backfill of their trench between the joint utility trench and their service connection as well as any vaults required for their connection to existing. The Contractor shall coordinate delivery of all materials required for the Work inside the joint utility trench.

2-13.2(3) Comcast

2-13.2(3)A Contractor’s Responsibility

Contractor shall provide all materials for the excavation, bedding, and backfill of the joint utility trench.

2-13.2(3)B Comcast's Responsibility

Comcast shall provide all conduits, vaults, and pull-boxes required for their relocation. The Contractor shall coordinate delivery of these materials to the job site.

2-13.3 Construction Requirements

The Contractor shall sequence the utility conversion in accordance with 1-08.4(1) Order of Work. It is anticipated that the utility conversion will take place in several phases. For each phase, including work on vault excavation, joint trench, and service trench, the Contractor shall continue this work uninterrupted until all associated work is complete. Any interruption of progress will require additional mobilizations by the private utility companies. Any additional mobilizations shall be considered for the convenience of the Contractor and will be at the Contractor's expense.

The Contractor shall provide secure staging and storage area(s) for duct and vault materials provided by the private utilities.

Construction requirements shall conform to Section 7-08 and PSE requirements. The depth of the typical trench shall be as shown in the plans. Deeper excavation will be required where cuts are planned, or around other existing utilities where necessary. The Contractor shall grade the site as needed and maintain the minimum depth of cover at all times. The Contractor shall maintain all vertical and horizontal sweeps to the standards of each utility.

If any trench or other excavation is 4 feet or more in depth that does not meet the open pit requirements, the Contractor shall provide a trench safety system per Section 2-09 of these special provisions.

Joint trench excavation shall not be more than 150 feet ahead of the pipe laying operation and all trenches shall be closed up at the end of the day unless otherwise approved by the Engineer. The Utility contractors have committed to 150 feet of conduit installation per day provided an open trench is available. The Contractor shall deflect joint trench vertical alignment a minimum of 100 feet prior to and away from a utility crossing conflict. Otherwise, the Contractor shall maintain the minimum cover depth as shown on the Plans and the required bedding depth above and below the joint trench conduits. If fills are planned for the road reconstruction area, the Contractor shall grade the site as needed to maintain the minimum depth of cover at all times.

Vault excavation and backfill shall be completed prior to excavation of the joint trench. The excavation shall be sufficient size to accommodate the vaults. The Contractor shall provide a firm level access adjacent to the vault location from the roadway for the utility contractor to unload and install the vaults. Vaults located in the planter strip will require additional depth to avoid conflicts with proposed conduit and irrigation systems.

The Contractor shall exercise sound construction practices in excavating the trench and maintaining it so that no damage will occur to any foundation, structure, pole line, pipe line, or other facility. If, as a result of the excavation, there is disturbance of the ground that may endanger other property, the Contractor shall immediately take remedial action at no expense to the City. No act, representation or instruction of the Engineer shall in any way relieve the

Contractor from liability for damages or costs that result from trench excavation.

Sand Bedding for Joint Utility Trench shall be placed as shown in the plans and as directed by the Engineer. Native material shall not be used as bedding material for the joint trench.

2-13.3(1) Puget Sound Energy – Electric

The Contractor shall allow PSE to perform Work as scheduled without changes or interruptions caused by other construction activities.

PSE customers within the Conversion Area will experience interruption of electric service during performance of the Construction Work when cutting over and transferring system and customer loads from the overhead distribution system to the Underground Distribution System. Cut-over and transfer work will be performed during the regular working hours specified in Schedule Assumption #2 above except as otherwise provided below. PSE will notify customers at least two (2) business days in advance of scheduled service interruptions.

2-13.3(1)A Contractor's Responsibility

The Contractor shall hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related premobilization requirements a minimum of ten (10) business days prior to the scheduled commencement of Construction Work.

The Contractor shall provide PSE with written notice to proceed with Construction Work to allow for delivery of PSE materials to the job site and scheduling of PSE's on-site Inspector a minimum of ten (10) business days prior to the scheduled commencement of Construction Work.

The Contractor shall install and proof all ducts and vaults for the Underground Distribution System (excluding work in ducts or vaults containing energized cables or equipment – see PSE Responsibilities in Sections 2-13.1(1)B, 2-13.2(1)B, and 2-13.3(1)B) in accordance with PSE standards and specifications using ducts and vaults provided by PSE.

The Contractor shall provide at least five (5) business days' notice for scheduled delivery of PSE vaults by PSE's vault supplier. Notification to be in writing via email or letter to the appropriate PSE representative.

PSE's Project Manager will accept or reject (with written justification) the duct and vault installation work performed by the Contractor within five (5) business days of the notice of completion from the Contractor. In the event PSE rejects any of the ducts or vaults (with reasonable written justification), the Contractor will perform the necessary remedial work. The Contractor will then re-notify PSE and PSE shall have five (5) business days to accept or reject the remedial work.

It is the Contractors responsibility to ensure that all conduits are installed meeting PSE requirements. Conduit installation must meet conduit bend/radius requirements and be free from debris, burrs, or other obstructions that would cause cable installation using normal cable pulling equipment and methods to be

impractical. If such deficiencies are determined, then the Contractor as their expense shall remedy the defects.

PSE Inspectors will be required to inspect installation of the conduit ducts and vault locations. It will be the responsibility of the Contractor to coordinate directly with PSE to ensure that PSE Inspectors are on-site and ready for inspection when required. Contractor shall make every effort to coordinate work to avoid intermittent inspection of the duct and vault work. Please note that PSE inspectors will be scheduled for full day increments with the assumption of continuous work effort.

It is expected that the Contractor shall make every effort to work continuously on the underground work until all underground conduits and vaults have been installed. Contractor shall avoid “piecemeal” work to more effectively coordinate the scheduling of PSE inspectors to be on-site during construction.

Contractor shall provide a separate construction schedule to the City and PSE for the utility underground and vault installation work. Schedule shall be submitted to the City and PSE for review no less than two weeks prior to the beginning of underground utility installation.

Whenever any pole(s) are required to be temporarily supported (held) due to excavation in proximity to such poles, the Contractor will coordinate with PSE to provide such support. The need to temporarily support such poles shall be determined by PSE, and if required, such support shall be provided by PSE. As used herein, “temporary support” means supporting one or more poles for a continuous working period of ten hours or less.

It will be the responsibility of the contractor to ensure that all handholds, vaults, and other power appurtenances are installed to accommodate finished grade. If PSE is required to adjust (newly installed) and energized vault lids to final grade all costs for labor and materials required for final adjustment will be borne by the Contractor and subject to cost estimates for that work prepared by PSE. Any work to adjust any “existing” energized vaults will be performed by PSE, the Contractor shall not do any work to an energized facility.

Service Trench shall be installed from the joint trench to individual service meters. The Contractor shall provide trenching and backfill for service trenches to the structure directly below existing PSE meters. The route of each trench will be identified in conjunction with PSE and Engineer on an individual basis to minimize impact to private property. The service conductors and conduit shall be installed to the PSE designated point of service, typically a hand hole or transformer at the property line. Conduits and conductors in the service trench shall be included in the bid item for “Electrical Service Conversion”. Other private utilities may install conduit and conductors in the service trench. This work shall be coordinated prior to service trench excavation.

2-13.3(1)A1 Electric Service Conversion

The following commercial properties with existing overhead electrical service shall be converted to underground services:

1. LineX Auto Oufitters, 5403 Capitol Blvd SW, Tumwater, WA
    a. New underground power service handhole will be located adjacent to existing pole with power transformer, at the front of the building. Underground to the new power vault will be performed by Puget Sound Energy.
2. Thompson's Furniture & Gift, 5407 Capitol Blvd SE, Tumwater, WA
    a. (New underground power service handhole will be located adjacent to existing pole with power transformer, at the front of the building. Underground to the new power vault will be performed by Puget Sound Energy.)

The following commercial properties with underground services shall be rerouted to the new point of connection:

1. Dutch Brothers Coffee, 5210 Capitol Blvd SE, Tumwater, WA
    a. Transformer at the northeast corner of Trosper Road and Capitol Boulevard will need to be relocated onto the Dutch Brother Coffee parcel. Work to be completed by Puget Sound Energy)

The Contractor shall convert each property from the existing electrical service to a new underground service. Material replacement and installation shall include, but is not limited to trench excavation, conduits, conductors, meter service, electrical panels, circuit breakers, and other items necessary to complete the conversion to current electrical code. The Contractor shall coordinate with the Engineer, PSE, and the property owner prior to the conversion to minimize impacts or outages to the property owner. Electrical outages shall not exceed more than one hour per building.

The service conductors and conduit shall be installed to the designated point of service, typically a hand hole or transformer, and continue to the new/existing meter base. The Contractor shall use PSE standards for conduit and conductor sizing for each service. Conduit shall be routed from the service trench to the electrical meter vertically along the face of the building.

Restoration shall restore the building to its original condition or better prior to construction. Work shall include all necessary repairs to the building or structure such as repairing roof material, soffits, walls, and siding, due to the required installation or removal of appurtenances. All restoration work on the private property shall be included in the cost to complete the electrical service conversion.

The Contractor shall acquire and pay for all permits required for the electrical conversion. The Contractor shall prepare the PSE applications for service. The City of Tumwater will submit the applications to PSE and pay for the PSE service connection fees.

2-13.3(1)B Puget Sound Energy's Responsibility

There will be a total of two (2) PSE crew mobilizations as follows:

a. mobilization of an underground line crew for installation of underground conductors and equipment; and

b. mobilization of an overhead line crew for removal of the existing overhead facilities. Once mobilized PSE crews will have continuous productive work until all PSE Construction Work is complete.

2-13.4 Measurement

Joint Trench shall be measured per linear foot of trench excavated and backfilled, regardless of the depth of the trench. Measurement shall be along the centerline of the joint trench. All spurs or sweeps necessary shall be incidental to the joint trench. Bedding and backfill will be incidental to the joint trench.

Service Trench shall be measured per linear foot of trench excavation, regardless of the width and depth of the trench. Measurement shall be along the centerline of the service trench from the edge of the joint trench to the service connection, hanholes, and/or vaults.

Vault Excavation shall be measured per cubic yard of the actual dimensions of the vault to be installed.

Electric service conversion will be measured per each converted service per Section 2-13.3(1)A1.

2-13.5 Payment

“Vault Excavation”, per cubic yard.
The cubic yard unit Contract price for “Vault Excavation” shall be full compensation for the excavation and backfill of the vault including required gravel base requirements and coordination with the private utility companies.

“Joint Utility Trench”, per linear foot. “Service Trench”, per linear foot.
The unit Contract price, per linear foot, for the above bid items shall be full compensation for equipment, materials and labor for excavation, bedding, backfilling, hauling and disposing of excess excavated material, and coordination with the private utility companies. All costs with sand bedding and bank run gravel for trench backfill shall be included in the unit contract price per linear foot of Joint Utility Trench and Service Trench.

”Electric Service Conversion”, per each.
The per each unit Contract price for “Electric Service Conversion” shall be full compensation for equipment, materials and labor necessary to convert each property from overhead electrical service to underground electrical service including trench excavation, conduit, conductors, and all restoration work to the property and structure, regardless of the type or condition of the existing building.

“Install Conduits and Vaults”, per lump sum.
The lump sum Contract price for “Install Conduits and Vaults” shall be full compensation for labor, tools, equipment, materials, and incidentals necessary to install conduits and vaults provided by utility owners as shown on the plans.

“City 4 Inch Conduit and Vaults in Joint Utility Trench”, per linear foot.
The unit Contract price per linear foot for “City 4 Inch Conduit and Vaults in Joint Utility Trench” shall be full compensation for furnishing conduits, vaults, fittings, labor, tools,

equipment, materials, and incidentals necessary to excavate and complete the installation of conduits and vaults as shown on the plans. The cost of furnishing conduits, vaults, fittings, bedding material, trench backfill, and other incidentals shall be included in the unit contract price per linear foot of conduit installation.

Division 3
Aggregate Production and Acceptance

3-01 PRODUCTION FROM QUARRY PITS AND SITES

3-01.4 Contractor Furnished Material Sources

(******)

3-01.4(1) Acquisition and Development

Section 3-01.4(1) is supplemented with the following:

No source has been provided for any materials necessary for the completion of this Contract. The Contractor shall be responsible for obtaining all necessary permits in regard to this Contract.

The Contracting Agency and/or its authorized representatives shall have the right of ingress and egress and to enter upon the crusher site at times listed as hours of work in the progress schedule until the completion of this Contract for the purpose of obtaining material samples for testing and observation of material trucking. A different supplier shall be utilized at no cost to the City if this cannot be accommodated.

Division 5
Surface Treatments and Pavements

5-04 Hot Mix Asphalt

(******)

Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

5-04.1 Description

FOR ALL WORK DONE WITHIN WSDOT RIGHT-OF-WAY, THE CONTRACTOR SHALL FOLLOW THE WSDOT STANDARD SPECS.

THE REQUIREMENTS IN THESE SPECIAL PROVISIONS DESCRIBED HEREAFTER APPLY TO ALL SURFACING TREATMENTS AND PAVEMENTS WITHIN THE CITY RIGHT-OF-WAY INCLUDING THE PORTION OF ROADWAY ON TROSPER BETWEEN THE OVERPASS AND THE WSDOT TURNBACK LINE (ROUGHLY STA A 96+93 TO STA A 98+83)

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and

the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 10 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 10 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01. Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL

If the contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design – Obtaining Project Approval

No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & sig-nature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.**

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Approval of a mix design for “Commercial Evaluation” will be based on a review of the Contractor’s submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL’s) appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer’s approval using WSDOT Form 350-076 to describe the proposed additive and process.

(******)
Supplement Section 5-04.2 with the following new Section:

5-04.2(3) Fiber Reinforced HMA

Aramid fibers will be added to the HMA mix at a minimum dosage of 2.1 ounces of aramid fibers per (1) ton of asphalt.

Fiber reinforcement shall be provided at a dosage rate not less than 2.1 ounces of pure aramid and 13.9 ounces of Polyolefin (1lb) per ton of asphalt and the product shall have a delivery system that ensures thorough distribution and mixing of fibers with an effective distribution rate of aramid fiber at not less than 90%. Non-aramid fiber blends will not be considered. The City reserves the right to reject any other proposed material. The bidder shall contact the City to inquire about the use of any other proposed material meeting

the requirements within these specifications at least five weekdays prior to submission of bid.

No modifications to the HMA job mix formula are required. Aramid based fiber product data sheet and manufacturer's instructions and general recommendations must be submitted to the Engineer for approval.

Store aramid products in a dry environment and do not allow it to be in contact with moisture.

Aramid fibers shall meet the following properties:

PRODUCT PROPERTIES	UNITS	VALUE
Material		Aramid
Form		Monofilament
Length	In.	0.75 (+/- 10%)
Specific Gravity		1.44
Tensile Strength	Psi	400,000 min.

Polyolefin fibers shall meet the following properties:

PRODUCT PROPERTIES	UNITS	VALUE
Material		Polyolefin
Form		Serrated
Length	In.	0.75 (+/- 10%)
Specific Gravity		0.91

Fiber reinforcing shall be mixed with the asphalt per the fiber manufacturer's instructions. The fiber manufacturer's representative shall be on site during mixing and production. This requirement can be waived if the fiber manufacturer and asphalt producer can supply evidence of the manufacturer's brand of fiber being successfully produced a minimum of three (3) times at the asphalt plant to be used for the project.

Visually observe the reinforced HMA from the plant. Collect a small sample from the discharge chute during the first 50 tons of production. If there are one or more undistributed fiber clips or bundles, adjust mixing operations per manufacturer's recommendations to eliminate fiber bundles. If undistributed fiber clips or bundles cannot be eliminated, cease production until a remedy is identified.

Visually observe the reinforced HMA in the first three (3) trucks and every tenth (10) truck thereafter at the point of discharge. Observation shall include using a shovel or other device. Look for proper distribution of aramid fibers and make mixing adjustments if needed. Remove any observed fiber balls from placed mixture and adjust operations per the manufacturer's recommendation to eliminate future fiber ball development.

5-04.2(3)A Fiber Supply System

Introduce the aramid product as follows:

Batch Plant:

When a batch type plant is used, add the aramid product dosage to the aggregate in the weigh hopper. Increase the batch dry and wet mixing times to ensure the fibers are uniformly distributed prior to the injection of asphalt cement into the mixer.

Drum Plant:

1. Inject fibers through the RAP collar by placing fibers on the RAP belt or by feeding them with an automated dosing/blower tube system. Rate the feeding of fibers with the rate the plant is producing asphalt mix, and add to the mixing drum in a continuous way. If there is any evidence of fiber balls at the discharge chute, increase the mixing time and/or temperature or change the angle of the fiber feeder line to increase dry mixing time.
2. For manual feeding (allowed on Forti-Fi Fiber Reinforcement product only), place fibers on the RAP belt at intervals based on the plant production rate. Fibers should be contained in individual dosage packaging, such as a plastic bag which will quickly melt/dissolve in the drum, to protect the fibers from rain or wind while on the RAP belt and allow quick, accurate feeding by one person.
3. While using a blower tube/automated dosing system, add fibers continuously and in a steady uniform manner. Provide automated proportioning and control delivery within ± 10% of the mass of the fibers required. Perform an equipment calibration to the satisfaction of the fiber manufacturer's representative to show that the fiber is being accurately metered and uniformly distributed into the mix.

Include the following with the blower tube/automated dosing system:

- Low level indicators
- No-flow indicators
- A printout of feed rate status in pounds/minute
- A section of transparent pipe in the fiber supply line for observing consistency of flow or feed.
- Manufacturer's representative's approval of fiber addition system.

Mix the aramid fiber with the heated aggregate and RAP longer, if needed, to allow thorough distribution of aramid fibers at the end of the mixing process and to promote asphalt coating of individual strands of aramid fiber.

5-04.3 Construction Requirements

The Contractor shall install the final lift of asphalt as a single continuous lift. Construction seams are acceptable. There shall be no cuts into the final lift for any Work other than the Work required to raise surface iron to finished grade. Should the Contractor create cuts into the final lift for any other Work, the Contractor shall remove and replace the entire lane for the length of the cut, or 50 linear feet, whichever is greatest.

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55◦F	45◦F
0.10 to .20	45◦F	35◦F
More than 0.20	35◦F	35◦F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
    a. A mechanical sampling device attached to the HMA plant.
    b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

Delete this section and replace with the following:

Use a material transfer device (MTD) or material transfer vehicle (MTV) to deliver the HMA from the hauling equipment to the paving machine for any lift in (or partially in) the top .30 feet of the pavement unless directed otherwise by the Engineer.

Use of an MTD/V is not required in the following locations:

a. Irregularly shaped and minor areas
b. Within the roundabout

Where an MTD/V is required by the contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

The MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging

across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor’s operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

(March 2020, Tumwater GSP)

Supplement this section with the following:

All durable pavement markings (plastic, raised pavement markers, etc.) with the exception of painted markings shall be removed from all existing surfaces that are to be paved with HMA prior to paving. All costs associated with this work shall be incidental to “Removal of Structures and Obstructions” and no additional payment will be made.

All surface iron including, but not limited to, manhole frames and covers, valve box covers, catch basin frames and grates, and monument cases and covers shall be lowered prior to pavement planing, except for those catch basins where the frame and grate are integral to the concrete curb and gutter and any private utility structure that cannot be adjusted in which case the Contractor shall jack-hammer and remove the pavement. All costs associated with this work shall be incidental to the various items involved and no additional payment shall be made.

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater.

Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
B. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1”	0.35 feet
HMA Class ¾” and HMA Class ½”	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class ⅜”	0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

   For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

   For Aggregates in the mixture:

   a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

   a. **Aggregates** –2 percent for the aggregate passing the 1½″, 1″, ¾″, ½″, ⅜″, and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

   b. **Asphalt Binder Con**tent – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 800 tons, whichever is less except that the final sublot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per sublot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	**Factor "f"**
All aggregate passing: 1½″, 1″, ¾″, ½″, ⅜″ and No.4 sieves	2

All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a sublot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V_a. The results of the retest will be used for the acceptance of the HMA in place of the original sublot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of $500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or

samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item “Roadway Core” the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item “Roadway Core” the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor’s request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a sublot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the sublot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the sublot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of $200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

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. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A $500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 400 tons, whichever is less except that the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738. The compaction test locations will be determined by the Engineer in accordance with WSDOT Test Method T716.

The sublot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each sublot, with one test per sublot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a sublot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall

be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PFi for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the

joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application procedure.

Construct the bridge paving joint seal as specified ion the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

5-04.3(12)B2 Paved Panel Joint Seal

Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of

the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of $500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing (Milling) Bituminous Pavement

The planning plan must be approved by the Engineer and a pre planning meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Paving/Planing Against Obstacles:
There are locations within the project limits where obstacles are adjacent to the planing and HMA installation. Obstacles will be traffic curb, curb and gutter, retaining walls, utilities,

homeowner improvements, etc. The contractor is urged to field visit all construction sites during the bid process to assess means and methods required to complete improvements adjacent to these obstacles. For all locations, the edge of the improvements adjacent to these obstacles shall be cleaned of all debris such as excess asphalt, soil, and vegetation prior to paving operations. It is expected that in some locations hand work will be required to achieve a clean edge, and the contractor shall consider this during bid. No additional payment for this work will be allowed.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

Pavement repairs, if required, will be reimbursed under applicable bid items. HMA for preleveling, if required, will be tracked as if it is part of the mainline paving with no additional compensation or change in unit price.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

*** *(January 5, 2004)*

The Contractor shall perform the planing operations no more than *** 1 *** calendar days ahead of the time the planed area is to be paved with HMA, unless otherwise allowed by the Engineer in writing provided other provisions in this section are met. ***

*** Generally, HMA work should be completed immediately following planing operations to have the least impact on the travelling public, to eliminate duplicative temporary pavement markings, and to eliminate issues with planing potentially extending to gravel base. However, the City may permit a one day delay if the Contractor chooses for production / work zone constraints. In certain circumstances, the City may waive this requirement subject to prior approval.

All surfaces shall be hard (no exposed surfacing base) prior to opening to traffic.

For any planing operations that will result in traffic travelling on the planed surface prior to paving, the Contractor will be responsible for extra costs associated with duplicative temporary striping, pavement markings, patches due to planing extending into base, or any other related work and costs. ***

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:
    a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions

thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA Supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:
   a. The actual times of starting and ending daily operations.
   b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.

c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other con-tractors who may operate in the Project Site.
d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:
a. When to start applying tack and coordinating with paving.
b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

(******)

5-04.4 Measurement

Delete this Section and replace with the following:

"Commercial HMA" will be measured by ton. Commercial HMA shall include:

1. HMA used for patches at new curb/sidewalk/ramps, pavement repair, roadway repair, and
2. HMA used for pavement/utility trench repairs (bottom lift and temporary top lift if used),

"Plane Bituminous Asphalt Pavement" will be measured by the square yard.

5-04.5 Payment

(******)
Delete this Section and replace with the following:

"HMA Cl. ½ In. PG 58V-22 Fiber Reinforced", per ton.
The unit Contract price per ton for HMA Cl. ½ In. PG 58V-22 Fiber Reinforced shall be full compensation for all costs, including paving reinforcing fiber, anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

"Plane Bituminous Asphalt Pavement", per square yard.
The unit Contract price per square yard for "Plane Bituminous Asphalt Pavement" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

There is no bid item for "Temporary Pavement Marking", see section 1-10.5.

(January 13, 2021)
Asphalt Cost Price Adjustment
The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following bid items when they are included in the proposal:

***
"HMA Cl. ___ PG ___"
"Commercial HMA"
"HMA Cl. ___ PG ___ Fiber Reinforced"
***

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish asphalt binder reference costs twice each month and post the information on the Agency website at: http://www.wsdot.wa.gov/Business/Construction/EscalationClauses.htm. The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases to be available for any reason, then the Contracting Agency will select a substitute price source to establish the reference cost.

Price adjustments will be calculated one time per month. No price adjustment will be made if the Current Reference Cost is within +/-5% of the Base Cost. Reference costs for projects located in Eastern versus Western Washington shall be selected from the column in the

WSDOT website table labeled “Eastern”, or “Western”, accordingly. The adjustment will be calculated as follows:

If the reference cost is greater than or equal to 105% of the base cost, then
Asphalt Cost Price Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then
Asphalt Cost Price Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where: **Current Reference Cost** is selected from the website table based on the “Date Effective” that immediately precedes the current month’s progress estimate end date. For work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which contract time was exhausted.

Base Cost is selected from the website table based on the “Date Effective” that immediately precedes the contract bid opening date, and shall be a constant for all monthly adjustments.

Q = total tons of all classes of HMA paid in the current month’s progress payment.

“Asphalt Cost Price Adjustment”, by calculation.
“Asphalt Cost Price Adjustment” will be calculated and paid for as described in this section. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

5-05 Cement Concrete Pavement

5-05.1 Description

(******)
Section 5-05.1 is supplemented with the following:

This Work consists of furnishing and placing pigmented, textured, or textured and pigmented cement concrete truck aprons, medians, and buffer strips on a prepared subgrade or base in accordance with these Specifications and in conformity with the line, grades, thicknesses and typical sections shown in the Plans.

5-05.2 Materials

(******)
Section 5-05.2 is supplemented with the following:

For approval of the Contractor’s mix design, the attainment of the required compressive strength at 28 days will be a minimum of 4000 psi as determined from the results of testing two 6 inch by 12 inch cylinders tested in accordance with WSDOT Test Methods 801 and 811. Once a mix design has been approved, it shall not be varied during the project.

Tie bars and dowel bars for textured and pigmented cement concrete truck aprons shall be constructed in accordance to the plans.

5-05.3 Construction Requirements

(******)
Section 5-05.3 is supplemented with the following:

Concrete Samples (pigmented/textured):
The Contractor shall provide two (2) 4 foot by 4 foot sample panels, that have been cured a minimum seven days, showing the color of cement concrete to the Engineer for acceptance before placing any pigmented cement concrete. These panels shall be poured near the job office trailer and shall be maintained for the duration of the project to be used as a reference. The Engineer may reject at any time any textured and pigmented cement concrete that does not match the sample panels. Any costs to replace rejected textured and pigmented cement concrete shall be borne by the Contractor.

Concrete Curing:
Textured and pigmented cement concrete shall be cured for at least 72 hours. Curing shall be by means of moist burlap or quilted blankets or other approved methods. During the curing period, all traffic, both pedestrian and vehicular, shall be excluded. Vehicular traffic shall be excluded for such additional time as the Engineer may specify. Curing method shall not discolor or mar the textured and pigmented cement concrete. Concrete must not dry out during the curing process. The contractor shall implement whatever means necessary to ensure that concrete moisture is maintained to the satisfaction of the Construction Inspector and Project Engineer. All costs associated with the means to properly cure the concrete shall be borne by the Contractor.

Concrete Pigment/Pattern/Completion:
Concrete shall be pigmented throughout the mix with the base color. Powdered release agent shall then be applied to give desired highlights. Release agents shall be heavy-duty quality suitable for high automobile traffic areas. Concrete shall then be stamped with inconsistencies in the pattern. After a curing period of 4 days, the concrete shall be pressure washed to remove remaining release agent.

Upon initial curing, the Contractor shall use a high-pressure water blaster to clean the surface and allow it to dry.

A weatherproofing concrete sealer and a clear acrylic sealer with moss control shall then be applied to the finished surface of the textured concrete in accordance to the manufacturer’s specifications.

Running courses of pattern shall be perpendicular to the Concrete Bands. A mat or stamp shall be used to imprint the pattern into the concrete surface.

Paving Pattern Architectural Style: Brickform

Brickform Stamp: Ashlar Cut Slate
Brickform Color Hardener: Light Gray
Brickform Antique Release: Dark Gray

Brickform Sealer: Brickform Satin-Seal
Satin Finish “Natural-Look” Sealer – 100 VOC

The finish shall be consistent and professional in appearance. All cement concrete that has the finish damaged by rain or protective plastic or which is not of a quality generally expected for this type of work shall be removed and recast at the Contractor’s expense.

Cement concrete joints shall be constructed as detailed in the Plans. Where the sidewalk abuts the curb, the transverse joints shall match the location of the expansion joint in the curb. All utility poles, meter boxes and other obstructions shall have 3/8” expansion joint material placed around them as directed. All sidewalk edges shall have a 1/4” radius.

Concrete shall not be poured against dry forms or dry subgrade.

The Contractor shall provide suitable vibrating finishers for use in finishing concrete sidewalks. The type of vibrator and its method of use shall be subject to the approval of the Owner. All completed work shall be barricaded and protected so as to prevent damage by unauthorized use. All damaged sections shall be removed and replaced at the Contractor's expense.

The textured and pigmented cement concrete hardener, release agent, stamps and sealer are to be applied and used according to the manufacturer’s instructions at the specified rates. The hardener is required to be completed in two applications: the first application at 2/3 the specified rate (40lbs/100sf) and the second application at 1/3 (20lbs/100sf). The release agent is at approximately 3.5lbs/100sf.

All work on stamped concrete shall be in accordance with the various manufacturers’ recommendation.

The areas shall be protected to prevent damage by unauthorized use. Absolutely no splattering and staining on other concrete will be tolerated. Curbing or other materials that are not adequately protected and consequently stained shall be removed and replaced at the Contractor’s expense.

5-05.3(8) Joints

(******)
Section 5-05.3(8) shall be supplemented with the following:

The Contractor shall prepare jointing plans per WSDOT Standard Plans A-40.10 and A-40.15 to submit to the City for review and approval prior to construction of the textured and pigmented cement concrete truck apron. As a rule, joints shall be radial (from the center of the roundabout) or curcular and shall be positioned at equal distances from each other.

5-05.4 Measurement

(******)
Section 5-05.4 is supplemented with the following:

Textured and pigmented cement concrete truck apron will be measured by the square yard.

Textured and pigmented cement concrete median and buffer strip will be measured by the square yard.

5-05.5 Payment

(******)
Section 5-05.5 is supplemented with the following:

"Textured and Pigmented Cement Concrete Truck Apron", per square yard.
The unit Contract price per square yard for "Textured and Pigmented Cement Concrete Truck Apron" shall be full pay for all material, tools, labor, and equipment necessary to install the textured and pigmented cement concrete truck apron as shown on the plans and as specified herein including all material, tools, labor, and equipment necessary to install tie bars, corrosion resistant dowel bars, and expansion joints.

There will be no bid item for "Corrosion Resistant Dowel Bar". All costs associated with "Corrosion Resistant Dowel Bar" as specified in Section 5-05 of the Standard Specifications shall be incidental to "Textured and Pigmented Cement Concrete Truck Apron", per square yard.

"Textured and Pigmented Cement Concrete Median and Buffer Strip", per square yard.
The unit Contract price per square yard for "Textured and Pigmented Cement Concrete Median and Buffer Strip" shall be full pay for all material, labor, and equipment necessary to install textured and pigmented cement concrete medians and buffer strips as shown in the Plans and as described in these Specifications.

Division 7
Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits

7-04 STORM SEWER

7-04.1 Description

(******)
Supplement this section with the following:

This work shall consist of constructing, trash racks, special fittings, joint materials, dewatering, bypass pumping, and testing.

7-04.2 Materials

(******)
Delete the first paragraph of this section and replace with the following:

Pipe used in this project shall meet the requirements of the following sections:

Corrugated Polyethylene Storm Sewer Pipe (HDPE)	9-05.20
Safety Bars	9-05.18
Ductile Iron Pipe (D.I.)	9-30.1(1)

7-04.4 Measurement

(******)
Supplement this section with the following:

Connect to Existing Storm Main will be measured per each location as shown in the Plans.

___ Inch Diameter ___ Storm Sewer Pipe shall be measured per linear foot of ___ Inch Diameter ___ Storm Sewer Pipe installed measured from center of structure to center of structure.

7-04.5 Payment

(******)
Delete this section and replace with the following:

"Connect to Existing Storm Main", per each.
The unit contract price for "Connect to Existing Storm Main" shall be full pay for providing all labor, tools, equipment, fittings, and materials necessary to connect to the existing main. For purposes of payment, there will be no distinction made for the difficulty of connecting to the existing main or the quantity of connecting pipes or other materials needed. If no such item exists all costs shall be incidental to the project and no additional compensation shall be allowed.

"___ Inch Diameter ___ Storm Sewer Pipe", per linear foot.
The unit contract price per linear foot for "___ Inch Diameter ___ Storm Sewer Pipe", shall be full compensation for all labor, material, and equipment to furnish, place, assemble, and install storm sewer line, complete in place, including all wyes, tees, caps, plugs, trash racks, debris barriers, special fittings, joint materials, commercial concrete, adjustment of inverts to manholes, dewatering, bypass pumping, bedding, backfill, and testing. Further, all excavation, hauling, disposal, compaction, temporary patching and other required earthwork shall be included.

Trash racks required on the end of existing pipes shall be incidental to the overall storm system and new storm sewer pipe identified herein.

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.1 Description

(******)
Supplement this section with the following:

Adjustment of manholes and catch basins shall consist of the Work required to adjust existing manholes and catch basins to finished elevation. All existing manholes and catch basin castings within the project limits shall be replaced with new castings supplied by the Contractor as part of this project.

(******)
Supplement this section with the following:

7-05.1(1) STORM WATER TREATMENT VAULT

The Contractor shall furnish all labor, equipment and materials necessary to install the storm water treatment device(s) (SWTD) and appurtenances specified in the Drawings and these specifications.

The manufacturer of the SWTD shall be one that is regularly engaged in the engineering design and production of systems deployed for the treatment of storm water runoff for at least five (5) years and which have a history of successful production, acceptable to the Engineer. In accordance with the Drawings, the SWTD(s) shall be a Vortechs® device manufactured by:

Contech Engineered Solutions LLC
9025 Centre Pointe Drive
West Chester, OH, 45069
Tel: 1 800 338 1122

All components shall be subject to inspection by the engineer at the place of manufacture and/or installation. All components are subject to being rejected or identified for repair if the quality of materials and manufacturing do not comply with the requirements of this specification. Components which have been identified as defective may be subject for repair where final acceptance of the component is contingent on the discretion of the Engineer.

The manufacturer shall guarantee the SWTD components against all manufacturer originated defects in materials or workmanship for a period of twelve (12) months from the date the components are delivered to the owner for installation. The manufacturer shall upon its determination repair, correct or replace any manufacturer originated defects advised in writing to the manufacturer within the referenced warranty period. The use of SWTD components shall be limited to the application for which it was specifically designed.

The SWTD manufacturer shall submit to the Engineer of Record a “Manufacturer’s Performance Certification” certifying that each SWTD is capable of achieving the specified removal efficiencies listed in these specifications. The certification shall be supported by independent third-party research.

No product substitutions shall be accepted unless submitted 10 days prior to project bid date, or as directed by the Engineer of Record. Submissions for substitutions require review and approval by the Engineer of Record, for hydraulic performance, impact to project designs, equivalent treatment performance, and any required project plan and report (hydrology/hydraulic, water quality, stormwater pollution) modifications that would be required by the approving jurisdictions/agencies. Contractor to coordinate with the Engineer of Record any applicable modifications to the project estimates of cost, bonding amount determinations, plan check fees for changes to approved documents, and/or any other regulatory requirements resulting from the product substitution.

7-05.2 Materials

(******)
Supplement this section with the following:

Type 2 Catch Basin and sewer manhole covers shall be heavy duty, gasketed, hinged, metal, non-venting stamped “DRAIN” or “SEWER” as applicable. Mortar shall be used as grout to adjust the cover or grating of a structure to grade. Mortar shall be used to grout joints and openings, or to connect pipes to structures shall be High Strength non-shrink mortar mix. (Jet Set concrete will not be accepted).

The Contractor shall complete the adjustment of new and existing utility structures within five working days after the pavement is completed. The structure shall then be brought to proper grade utilizing the same methods of construction as specified for new construction.

The hot mix asphalt pavement shall be cut and removed to a neat circle, the diameter of which shall be equal to the outside diameter of the cast iron frame plus two (2) feet. The base materials and crushed rock shall be removed and Concrete Class 4000 shall be placed so that the entire volume of the excavation is replaced up to 0.30 feet of the finished pavement surface. No additives shall be added to the concrete and no special mixes will be approved by the City.

On the following day the concrete, the edges of the asphalt concrete pavement, and the outer edge of the casting shall be painted with hot asphalt cement. HMA shall then be placed and compacted with hand tampers, plate compactors or patching roller.

The complete patch shall match the existing paved surface for texture, density, and uniformity of grade. The joint between the patch and the existing pavement shall then be carefully painted with hot asphalt cement or asphalt emulsion and shall be immediately covered with dry paving sand before the asphalt cement solidifies.

(******)

Supplement this section with the following new section:

7-05.2(1) Stormwater Treatment Vault

The stormwater treatment system shall include a circular aluminum “swirl chamber” (or “grit chamber”) with a tangential inlet to induce a swirling flow pattern that will accumulate and store settleable solids in a manner and a location that will prevent re-suspension of previously captured particulates.

Housing unit of stormwater treatment device shall be constructed of pre-cast or cast-in-place concrete, no exceptions. Concrete for precast stormwater treatment systems shall conform to ASTM C 857 and C 858 and meet the following additional requirements

The wall thickness shall not be less than 6 inches (152 mm) or as shown on the dimensional drawings. In all cases the wall thickness shall be no less than the minimum thickness necessary to sustain HS20-44 (MS18) loading requirements as determined by a Licensed Professional Engineer.

Sections shall have tongue and groove or ship-lap joints with a butyl mastic sealant conforming to ASTM C 990. Cement shall be Type II Portland cement conforming to ASTM C 150.

All sections shall be cured by an approved method. Sections shall not be shipped until the concrete has attained a compressive strength of 4,000 psi (28 MPa) or until 5 days after fabrication and/or repair, whichever is the longer.

Pipe openings shall be sized to accept pipes of the specified size(s) and material(s), and shall be sealed by the Contractor with a hydraulic cement conforming to ASTM C 595M

Brick or masonry used to build the manhole frame to grade shall conform to ASTM C 32 or ASTM C 139 and shall be installed in conformance with all local requirements.

Casting for manhole frames and covers shall be in accordance with ASTM A48, CL.35B and AASHTO M105.

Internal Components and appurtenances shall conform to the following:

Internal aluminum plate components shall be aluminum alloy 5052-H32 in accordance with ASTM B 209.

Sealant to be utilized at the base of the swirl chamber shall be 60 durometer extruded nitrile butadiene rubber (Buna N) and shall be provided to the concrete precaster for installation.

7-05.3 Construction Requirements

(******)
Supplement this section with the following:

The contractor shall reference new and existing manholes, catch basins, and other structures lying within the limits of the new hot mix asphalt pavement.

Manholes, catch basins, and other structures not in the gutter flowline shall not be adjusted to grade until the pavement is completed, at which time the center of each structure shall be carefully relocated from references previously established by the contractor. The pavement shall be cut in a restricted area and base material removed to permit removal of the cover. The structure shall then be brought to proper grade utilizing the same methods of construction as for the structure itself.

The frame shall be placed on the concrete blocks and wedged up to the desired grade. The hot mix asphalt pavement shall be cut and removed to a neat circle, the diameter of which shall be equal to the outside diameter of the cast iron frame plus three (3) feet. The base materials and crushed rock shall be removed and Concrete Class 4000 shall be placed so that the entire volume of the excavation is replaced up to 0.30 feet of the finished pavement surface.

On the following day the concrete, the edges of the asphalt concrete pavement, and the outer edge of the castings shall be painted with hot mix asphalt cement. HMA shall then be placed and compacted with hand tampers, plate compactors or patching rollers.

Mortar shall be used as grout to adjust the cover or grating of a structure to grade. Mortar shall be used to grout joints and openings, or to connect pipes to structures. Mortar shall be High Strength non-shrink mortar mix. Jet Set concrete will not be accepted.

The complete patch shall match the existing paved surface for texture, density, and uniformity of grade. The joint between the patch and the existing pavement shall then be carefully painted with hot asphalt cement or asphalt emulsion and shall be immediately covered with dry paving sand before the asphalt cement solidifies.

(******)
Supplement this section with the following:

The Stormwater Treatment System shall be constructed according to the sizes shown on the Drawings and as specified herein. Install at elevations and locations shown on the Drawings or as otherwise directed by the Engineer.

Place the precast base unit on a granular subbase of minimum thickness of six inches (152 mm) after compaction or of greater thickness and compaction if specified elsewhere. The granular subbase shall be checked for level prior to setting and the precast base section of the trap shall be checked for level at all four corners after it is set. If the slope from any corner to any other corner exceeds 0.5% the base section shall be removed and the granular subbase material re-leveled.

Prior to setting subsequent sections place bitumen sealant in conformance with ASTM C 990-91 along the construction joint in the section that is already in place.

After setting the base and wall or riser sections, prepare to install the swirl chamber (if not installed prior to delivery). Place the butyl mastic sealant vertically on the outside of the swirl chamber starting one inch above the bottom of the swirl chamber and continuing to a height equal to the elevation of the bottom of the upper aperture of the swirl chamber. The butyl mastic sealant should abut the downstream side of the pre-drilled mounting holes that attach the swirl chamber to the long walls of the concrete vault. Next, install the extruded Buna N seal on the bottom edge of the 180 degree downstream section of the swirl chamber by first applying a bead of Sikaflex-1a polyurethane elastomeric sealant into the extruded slot then slide the seal onto the swirl chamber. The extruded seal should extend 3-inches (76 mm) upstream of the mounting holes, toward the inlet end of the vault. Set the swirl chamber into position and keep the seal approximately ½-inch (13 mm) above the floor of the concrete vault. Apply a continuous bead of Sikaflex-1a sealant under the cupped bottom of the seal. Set the circular swirl chamber on the floor of the vault and anchor it by bolting the swirl chamber to the side walls of the concrete vault at the three (3) tangent points and at the inlet tab using HILTI brand stainless steel drop-in wedge anchors or equivalent 3/8-inch (10 mm) diameter by 2-3/4 inch (70 mm) minimum length at heights of approximately three inches (3”) (76 mm) off the floor and at fifteen inch (15”) (381 mm) intervals to approximately the same height of the butyl mastic sealant (at locations of pre-drilled holes in aluminum components). Apply a continuous bead of Sikaflex-1a sealant to the intersection of the inside bottom edge of the extruded seal and the vault floor.

If the oil baffle wall (Baffle A) and flow control wall (Baffle B) are not integrally cast-in to riser/wall sections then the Baffle wall panels shall be placed in the formed keyways or between bolted-in-place angle flanges as provided by the manufacturer. Apply non-shrink grout or Sikaflex-1a sealant to each end of Baffle A and Baffle B at the upstream intersection with the side walls of the concrete vault.

Prior to setting the precast roof section, bitumen sealant equal to ASTM C 990 shall be placed along the top of the oil baffle wall (Baffle A), using more than one layer of mastic if necessary, to a thickness at least 1-inch (25 mm) greater than the nominal gap between the top of the baffle and the roof section. The nominal gap shall be determined either by field measurement or the shop drawings. Do not seal the top of Baffle B unless specified on the shop drawings to do so. After placement of the roof section has compressed the butyl mastic sealant in the gap over Baffle A, finish sealing the gap with an approved non-shrink grout on both sides of the gap using the butyl mastic as a backing material to which to apply the grout. If roof section is “clamshell” or “bathtub” halves, then finish sealing the ends of the Baffle walls by applying non-shrink grout or Sikaflex-1a sealant to each end of Baffle A at the upstream intersection with the side walls of the concrete vault and to each end of Baffle B at the downstream intersection with the side walls of the concrete vault.

After setting the precast roof section of the stormwater treatment system, set precast concrete manhole riser sections, to the height required to bring the cast iron manhole covers to grade, so that the sections are vertical and in true alignment with a ¼-inch (6 mm) maximum tolerance allowed. Backfill in a careful manner, bringing the fill up in 6-inch (152 mm) lifts on all sides. If leaks appear, clean the inside joints and caulk with lead wool to the satisfaction of the Engineer. Precast sections shall be set in a manner that will result in a watertight joint. In all instances, installation of Stormwater Treatment Systems shall conform to ASTM specification C 891 “Standard Practice for Installation of Underground Precast Utility Structures”.

Holes made in the concrete sections for handling or other purposes shall be plugged with a non-shrink grout or by using grout in combination with concrete plugs.

Where holes must be cut in the precast sections to accommodate pipes, do all cutting before setting the sections in place to prevent any subsequent jarring which may loosen the mortar joints. The Contractor shall make all pipe connections.

TABLE 2
Stormwater Treatment Device
Storage Capacities

Vortechs Model	Minimum Sump Storage Capacity (yd^3)/(m^3)
1000	**0.7(0.54)**
2000	1.2(0.91)
3000	1.8(1.38)
4000	2.4(1.84)
5000	3.2(2.45)
7000	4.0(3.06)
9000	4.8(3.67)
11000	5.6(4.28)
16000	7.1(5.43)

7-05.3(1) Adjusting Manholes and Catch Basins to Grade

(******)

Supplement Section 7-05.3(1) with the following new section:

7-05.3(1)A Adjust Manhole

All manholes and Type 2 catch basins within the paved area, except those which are called out to be raised to grade, shall be adjusted flush to the new pavement surface. No wood adjustment of any kind will be allowed.

(******)

Supplement Section 7-05.3(1) with the following new section:

7-05.3(1)B Raise Manhole To Grade

Where shown on the plans or where directed by the Engineer, existing manholes and Type 2 catch basins shall be raised to the grade as staked or otherwise designated by the Engineer. The Contractor shall supply and install new manhole rings, frames, and covers as part of raising the manhole to grade. The finished installation shall conform to the detail shown in plans. No wood adjustment of any kind will be allowed.

Maximum distance allowed from edge of iron ring or frame of appurtenance to outside edge of pavement restoration is 18 inches. Patches larger than this or clean misses (e.g. where the Contractor excavates in the new pavement mat and does not find the iron appurtenance to raise) shall result in a credit from the Contractor to the City of $1000 for each occurrence. Further, the Contractor shall repair the pavement patch as directed by the Engineer.

(******)

Supplement Section 7-05.3(1) with the following new section:

7-05.3(1)C Elevate Manhole

Where shown on the plans or where directed by the Engineer, existing manholes and Type 2 catch basins shall be elevated to grade with removal and/or the addition of new precast section(s) as staked or otherwise designated by the Engineer. The Contractor shall supply and install new precast sections with steps, rings, frames, and covers as part of elevate manhole. The finished installation shall conform to the detail shown in plans. No wood adjustment of any kind will be allowed.

(******)

Supplement Section 7-05.3(1) with the following new section:

7-05.3(1)D Raise Catch Basin to Grade

Where shown on the plans or as directed by the Engineer, catch basins shall be raised to the pavement grade or as directed by the Engineer. The Contractor shall remove and replace adjacent curb and gutter as required. Further, the Contractor shall supply and install concrete riser sections, and new frame and grate.

Maximum distance allowed from edge of iron ring or frame of appurtenance to outside edge of pavement restoration is 18 inches. Patches larger than this or clean misses (e.g. where the Contractor excavates in the new pavement mat and does not find the iron appurtenance to raise) shall result in a credit from the Contractor to the City of $1000 for each occurrence. Further, the Contractor shall repair the pavement patch as directed by the Engineer.

(******)
Supplement Section 7-05.3 with the following new section:

7-05.3(5) Catch Basin Assembly

Contractor shall furnish and install East Jordan Iron Works Catch Basin Assembly, or approved equal, on all catch basins and storm sewer manholes unless otherwise indicated on the construction plans. Assemblies must be ductile iron. Where a cover, grate or curb inlet is indicated in the plans, the Contractor shall furnish and install the indicated item. The cost for such cover, grate or curb inlet shall be included in the unit contract price per each for catch basin of various types and sizes.

(******)
Supplement Section 7-05.3 with the following new section:

7-05.3(6) Saddle Manhole w/ Cast-in-Place Base

Connections to existing sanitary sewer mains where no manhole is present shall be accomplished by installing a saddle manhole with a cast-in-place base in accordance with the Contract Plans.

The Contractor shall verify invert elevations prior to construction.

(******)
Supplement Section 7-05.3 with the following new section:

7-05.3(7) Catch Basin Marker

All new and existing catch basins shall be marked with a curb marker provided by the City. The marker is a 4-inch disc which shall be epoxy glued to the top of the curb adjacent to the catch basin grate. The curb marker shall be orientated so that it is readable from the sidewalk. The installation of these markers shall be incidental to the project.

7-05.4 Measurement

(******)
Supplement this section with the following:

"Catch Basin Type 1 With Curb Inlet" will be measure per each.

"Catch Basin Type 2 ___ In. Diam. With Curb Inlet" will be measured per each.

"Connect to Existing Catch Basin" will be measured per each location called out in the plans.

"Catch Basin Type 2 __ In. Diam. With Curb Inlet (Flow Control Facility)" will be measured per each.

"Saddle Catch Basin Type 2 __ In. Diam." will be measured per each.

"Saddle Catch Basin Type 2 __ In. Diam. With Curb Inlet (Oil Control Facility)" will be measured per each.

"Stormwater Treatment Vault" will be measured per lump sum.

7-05.5 Payment

(******)
Supplement this section with the following:

"Adjust Manhole," per each.
"Adjust Catch Basin", per each.
"Catch Basin Type 1 With Curb Inlet", per each
"Catch Basin Type 2 ___ In. Diam. With Curb Inlet", per each.
"Catch Basin Type 2 ___ In. Diam. With Curb Inlet (Flow Control Facility)", per each.
"Saddle Catch Basin Type 2 __ In. Diam.", per each.
"Saddle Catch Basin Type 2 __ In. Diam. With Curb Inlet (Oil Control Facility)", per each.

The unit contract price per each for Adjust Manhole, Adjust Catch Basin, Catch Basin Type 1 With Curb Inlet, Catch Basin Type 2 ___ In. Diam. With Curb Inlet, Catch Basin Type 2 ___ In. Diam. With Curb Inlet (Flow Control Facility), Saddle Catch Basin Type 2 ___ In. Diam., and Saddle Catch Basin Type 2 ___ In. Diam With Curb Inlet (Oil Control Facility) shall be full pay for furnishing all labor, tools, equipment, and materials required to place the structure including excavation, haul, backfill, testing, and all accessories, such as rings, covers, grates, steps, grate inlets, trash racks, beehive grates and debris cages, removable silt trap tees, GU liners, inside drops, outside drops, flow control device riser, orifice, oil control devices and all other items needed to install the manhole complete in place in accordance with the plans and these specifications in conformity with the lines and grades staked.

"Connect to Existing Catch Basin", per each.
The unit contract price per each for "Connect to Existing Catch Basin" shall be full pay for furnishing all labor, tools, equipment, and materials required to connect to existing catch basin in place, including core-drill, sand-collars, mortar, concrete, concrete collars, and sealants. Further, all excavation, haul, backfill, testing, and accessories shall be included in this unit contract price. For purposes of payment, there will be no distinction made for the difficulty of connecting to the existing manhole or the quantity of pipes connecting to the manhole. Items not specifically identified on the plans but necessary to properly connect to catch basin shall be considered incidental and no other compensation shall be allowed.

"Stormwater Treatment Vault", per lump sum.
The lump sum Contract price for "Stormwater Treatment Vault" shall be full pay for furnishing all labor, tools, equipment, and materials required to place the structure including excavation, haul, bedding, backfill, testing, and all accessories, such as rings, covers, grates, steps and all other items needed to install the manhole complete in place in accordance with the plans and these specifications in conformity with the lines and grades staked.

7-08 GENERAL PIPE INSTALLATION REQUIREMENT

7-08.1 Description

(******)
This section is revised to read:

This work includes installing culverts, storm sewers, sanitary sewers, and water mains. The contractor shall also follow Section 7-02, 7-04, 7-09 or 7-17 as it applies to the specific kind of Work.

7-08.2 Materials

(******)
Supplement this section with the following:

Controlled Density Fill shall be in accordance with Section 2-09.3(1)E.
Gravel Backfill for Pipe Zone Bedding shall be in accordance with Section 9-03.12(3).
Bank Run Gravel for Trench Backfill shall be in accordance with Section 9-03.19.
Grout shall be in accordance with Section 9-36.5.
Pumpable Lean Concrete shall be in accordance with Section 6-02.3(2).

7-08.3 Construction Requirements

7-08.3(1) Excavation and Preparation of Trench

(******)
Supplement this section with the following:

The contractor shall locate and preserve all existing utilities per RCW 19.122. Utility locations shown on the plans depict the physical features that were visible at the time of the survey. The City of Tumwater is not responsible for the location of underground utilities that are marked or not marked in the field by other utility providers. Utility service laterals are not typically shown on plans or locatable and the contractor shall anticipate such services. The City will locate the meters and the mains. For service laterals, pursuant to RCW 19.122.030, the City will indicate a presence of an un-locatable service lateral and if requested can meet with the contractor or provide copies of available records. The Contractor shall have a crimping tool available during excavation to crimp any broken water services. Before commencing work, the contractor shall coordinate with One-Call services to determine the location of all utilities.

The Contractor shall pothole all apparent conflicts between existing utilities and proposed construction as approved by the Engineer. The Contractor shall notify Engineer of location and approximate time to complete prior to potholing. The Contractor shall notify the Engineer of any conflicts with the existing utilities and proposed work at least 3 days prior to proceeding with work. Potholing of the utilities shall be completed a minimum distance of 100 feet in front of pipe laying operations. No adjustment to the contract price or time will be made if the contractor fails to follow this specification. Potholing for Utility Crossings and Connections shall be performed by the Contractor using vacuum excavation truck or other device approved by the Engineer. If the Contractor potholes prior to approval no compensation shall be made for the potholing.

The Contractor shall deflect pressurized pipe at the joints no greater than the maximum allowable deflection as determined by the pipe or fitting manufacturer to avoid conflicts with crossing utilities. Vertical bends and vertical thrust blocking shall be avoided by deflecting pipe either upwards or downwards prior to the utility crossing.

7-08.3(1)A Trenches

(******)
Section 7-08.3(1)A is supplemented with the following to the fourth paragraph:

No material excavated from trenches shall be piled on the roadway.

7-08.3(3) Backfilling

(******)
Supplement this section with the following:

For backfilling trenches for longitudinal and transverse runs of pipe, the Contractor shall use bank run gravel prior to using controlled density fill (CDF). Native material may be used as trench backfill under approval by the Engineer (material testing of native material may be required and if so will be directed by the Engineer). If the Contractor places CDF prior to approval for such use by the City, no compensation shall be made for the CDF. All backfill material shall be compacted and tested according to Section 2-03.3(14)C Method C of the Standard Specifications.

At the end of each workday the roadway shall be opened to traffic. Trench excavation exposed to traffic shall meet the requirements of Section 1-07.23. All costs associated with meeting the requirements of Section 1-07.23 shall be incidental to the linear foot of pipe installed except for Commercial HMA. Commercial HMA will be compensated under section 5-04. No other compensation will be allowed.

(******)
Section 7-08.3(3) is supplemented with the following new Section:
7-08.3(3)A Controlled Density Fill

The Contractor shall use controlled density fill (CDF) as shown in the Plans or directed by the Engineer.

Controlled Density Fill shall meet the following requirements:

1750# Sand,
1750# Pea Gravel,
230# Water,
141# Portland Cement,
6 ounces Water Reducing Agent per 100 lbs. cement.

The Controlled Density Fill will require 24 hours of cure time, or as directed by the Engineer. Prior to backfill, all appurtenances shall be covered with 11 mills plastic as directed by the Engineer.

(******)
Section 7-08.3(3) is supplemented with the following new section:
7-08.3(3)B Steel Plating for Pipe Trench

The Contractor shall install steel plating over any trench backfilled with CDF. The steel plating shall remain in place until the CDF is fully cured and the trench

pavement repair is complete. This process shall be coordinated so that there will be minimum inconvenience to the public. If there is no bid item for "Steel Plating for Pipe Trench", then all costs for all labor, materials, and equipment to furnish, place, assemble, install, maintain and remove the steel plates and associated materials shall be included in the unit contract price per foot of pipe installed and no additional compensation shall be allowed.

(******)

Section 7-08.3 is supplemented with the following new Section:

7-08.3(5) Pipe Abandonment

The Contractor shall abandon pipes where shown on the Plans or directed by the Engineer. For abandonment, removal, handling and disposal of asbestos cement piping, refer to Section 7-09.3(19)C of these Special Provisions. All abandonments shall be done after all new utility mains and service connections are installed unless authorized by the Engineer.

Potholing per Section 2-05 to verify pipe sizes, materials, and required fittings shall be done as directed by the Engineer. Pipe abandonments shall be completed in cooperation with the engineer in order to minimize disruption of utility service to the residents. If water services will be interrupted follow the requirements of 7-09.3(19)B.

The method for abandoning pipes shall be based on the nominal size of the pipe. All abandoned pipes with a nominal diameter of 10 inches or smaller (**Small Pipe**) – with the exception of the abandoned sewer main along Capitol Boulevard – shall be plugged with commercial concrete per section 7-08.3(4) of the Standard Specifications. All abandoned pipes with a nominal diameter of 12 inches or larger (**Large Pipe**) – with the addition of the abandoned sewer main along Capitol Boulevard - shall be filled with pumpable lean concrete or grout.

In instances where the Contractor encounters a small or large pipe (as defined above) that needs to be abandoned per these special provisions – and is not shown in the plans or specifications – the Contractor shall gain approval from the Engineer prior to performing any Work to abandon said small or large pipes. If the Contractor, in such instances, performs Work without approval of the Engineer, no payment will be made for the Work performed.

(******)

Section 7-08.3 is supplemented with the following new Section:

7-08.3(6) Water Main/Sanitary Sewer Service Crossings

Notify the Engineer if the waterline is less than 18 inches above sanitary sewer. The minimum cover as shown on the plans may be reduced as approved by the Engineer to maintain minimum vertical separation.

The Contractor shall install the longest standard length of water pipe so that the joints will fall an equal distance from any sewer crossing. In some cases where minimum separation cannot be maintained, it may be necessary to encase the water main as directed by the Engineer. No concrete shall be installed unless specifically directed by the Engineer.

Costs to cut and place water pipe as specified shall be incidental to the water pipe line and no other pay will be allowed.

(******)
Section 7-08.3 is supplemented with the following new Section:

7-08.3(7) Connections to Existing Mains

The Contractor shall be responsible for determining the scope of work for connection to existing mains.

It shall be the Contractor's responsibility to field verify the location and depth of the existing main and the fittings required in accordance with 7-08.3(1) to make the connections to the existing mains including any pipe abandonment associated with the connections to existing mains. Connect to existing mains shall be completed in cooperation with the engineer in order to minimize disruption of service to the residents. All taps shall be a minimum of 36” away from the bell joint unless otherwise approved by the engineer.

Temporary blow-off assembly required for temporary or permanent release of air, chlorination or flushing purposes shall be provided by the Contractor as a part of the connection to existing main.

Payment for "Connect to Existing __In. Diam. Water Main” will only be paid for the locations and quantities called out on the plans or as directed by the Engineer. For purposes of payment, there will be no distinction made for the difficulty of connecting to the existing main or the quantity of connecting pipes or other materials needed.

(******)
Section 7-08.3 is supplemented with the following new Section:

7-08.3(8) Detectable Marking Tape

All pipeline installed under this contract will be identified by a continuous color coded tracer marker. For pressure lines it shall be buried 12 inches to 18 inches below finished grade, and for sewer lines it shall be buried 24 inches to 30 inches below finished grade. The marker shall be imprinted every 30 to 40 inches in permanent black ink indicating the type of line buried below and shall also have the word “Caution” prominently shown.

The tracer marker shall be plastic non-biodegradable and have a metallic core or backing which can be detected by a standard metal detector.

In addition to the detectable marking tape, a U.S.E coated 12 gauge tracer wire shall be taped to all mains and service lines. The wire shall be brought up and tied to all valves and meter boxes. The tracer wire shall be looped up into all valve boxes per the plans. A low voltage grease-type splice kits, or better shall be used on all tracer wire connection points. After the wire nut is used to connect the wire together an overhand knot shall be tied just outside the connection to prevent it from coming apart. All service and mainline tracer wires shall be properly connected. A tracer wire magnesium anode shall be installed at all dead ends of the tracer / locate system. On long stretches of pipe anodes may be required at a minimum spacing of 1000’. The anode type shall be Copperhead Anode Part# ANO-14, 1.5# x 1.315”Dx18.5”L or approved equal. When connecting a new main or a new service to an existing main, the new tracer wire shall be connected

to the existing tracer wire if available.

Special high strength locate wire may be required for directional drilling where the wire is allowed to be pulled in with the pipe or conduit. High strength wire shall be Neptco Trace-Safe 1800 lb. strength or approved equal and shall be connected with the wire manufacturer's connections.

Continuity or locate testing of the wire will be done by the City. The contractor shall give 72 hours notice for continuity testing by the City. The testing shall be conducted prior to paving or final restoration of landscape areas. The locating device will be connected to the tracer wire at any or all Gate Valves and Services and tracer wire shall transmit an acceptable signal strength as determined by the City for a minimum of 300 feet. Contractor will locate and repair any failed connections.
The wire shall be furnished and installed by the Contractor.

Color coding of tape and wire shall be as follows:

a) Water – Blue
b) Sewer – Green
c) Irrigation/Reclaimed – Purple
d) Electrical conduits – Red
e) Communication Conduits – Orange

Installation of the pipeline tracer marker and 12 gauge coated copper wire is considered incidental to the construction of the pipe and conduits and no additional compensation will be allowed.

(******)
Section 7-08.3 is supplemented with the following new Section:

7-08.3(9) Concrete Thrust Blocking

Install thrust blocking at bends, tees, dead ends, and crosses and as shown in the plans and as directed by the Engineer. Thrust Blocking shall be commercial concrete poured against undisturbed earth. An 11 mil plastic barrier shall be placed between all thrust blocks and fittings. The calculations for thrust blocking are as follows:

Thrust at fittings in pounds at 225 pounds per square inch of water pressure.
Installation of thrust blocking is considered incidental to the construction of the pipe and no additional compensation shall be allowed.

Pipe Diameter	90° Bend	45° Bend	22-1/2° Bend	11-1/4° Bend	Dead End or Tee
4"	3,600	2,000	1,000	500	2,600
6"	8,000	4,400	2,300	1,200	5,700
8"	14,300	7,700	4,000	2,000	10,100
10"	22,300	12,100	6,200	3,100	15,800
12"	32,000	17,400	8,900	4,500	22,700
14"	43,600	23,600	12,100	6,100	30,800
16"	57,000	30,800	15,700	7,900	40,300
18"	72,000	39,000	19,900	10,000	51,000

SAFE SOIL BEARING LOADS:

Soil	Pounds per Square Foot
Muck, Peat	0,000
Soft clay	1,000
Sand	2,000
Sand and gravel	3,000
Sand and gravel cemented with clay	4,000

Ecology blocks may be used for thrust blocking if approved by the Engineer.

7-08.4 Measurement

(******)
Supplement this section with the following:

Abandon small pipe will be measured per each.

Abandon large pipe will be measured by the cubic yard for the quantity of material placed.

"Controlled Density Fill" will be measured by the cubic yard for the quantity of material placed.

"Connect to Existing ___ In. Diam. Water Main" will be measured per each location called out in the plans.

"Connect to Existing Storm Sewer Main" will be measured per each location called out in the plans.

"Connect to Existing Sanitary Sewer Main" will be measured per each location called out in the plans.

7-08.5 Payment

(******)
Supplement this section with the following:

The cost for "Gravel Backfill for Pipe Zone Bedding" and "Bank Run Gravel for Trench Backfill" shall be included in the unit contract price per linear foot of pipe installed and no additional compensation shall be allowed.

There will be no additional compensation made for the removal and wasting of trench excavation that is unsuitable for backfill.

“Abandon Small Pipe”, per each.
The unit Contract price per each for “Abandon Small Pipe” shall be full pay for providing all labor, tools, equipment and materials necessary to abandon the specified piping including the plug material.

“Abandon Large Pipe”, per cubic yard.
The unit Contract price per cubic yard for “Abandon Large Pipe” shall be full pay for all labor, tools, equipment, and materials necessary to abandon the pipe.

“Controlled Density Fill”, per cubic yard.

“Connect to Existing ___ In. Diam. Water Main”, per each.
The unit contract price for "Connect to Existing ___ In. Diam. Water Main" shall be full pay for providing all labor, tools, equipment, and materials necessary to connect to the existing main including potholing to find the existing wate rmain and dewatering. For purposes of payment, there will be no distinction made for the difficulty of connecting to the existing main or the quantity of connecting pipes or other materials needed. If no such item exists all costs shall be incidental to the project and no additional compensation shall be allowed.

“Connect to Existing Storm Sewer Main”, per each.
The unit contract price for “Connect to Existing Storm Sewer Main” shall be full pay for providing all labor, tools, equipment, and materials necessary to connect to the existing storm main including any dewatering. For purposes of payment, there will be no distinction made for the difficulty of connecting to the existing main or the quantity of connecting pipes or other materials needed. If no such item exists all costs shall be incidental to the project and no additional compensation shall be allowed.

“Connect to Existing Sanitary Sewer Main”, per each.
The unit contract price for “Connect to Existing Force Main” shall be full pay for providing all labor, tools, equipment, and materials necessary to connect to the existing sanitary sewer main including any dewatering. For purposes of payment, there will be no distinction made for the difficulty of connecting to the existing main or the quantity of connecting pipes or other materials needed. If no such item exists all costs shall be incidental to the project and no additional compensation shall be allowed.

7-09 WATER MAINS

7-09.2 Materials

(******)
Supplement this section with the following:

All water main pipes shall be ductile iron pipe conforming to AWWA C 151 Standard Thickness Class 52 and have a cement mortar lining conforming to AWWA C 104.

Where restrained joint pipe is specifically identified on the plans, Ductile iron pipe, use restrained joint pipe with “Field Lok” type gaskets rated to 350 p.s.i. and tested in accordance

with ANSI/AWWA C111/A21.11, TR Flex as furnished by U.S. Pipe , Piranha as furnished by Romac, or Gripper Gasket LLC.

PE Pipe: All 2 inch and smaller diameter pipe shall be NSF Approved, PE3408 blue polyethylene pipe manufactured from virgin materials. Pipe shall meet the following specifications:

- ANSI/AWWA C901
- ASTM D1248, ASTM D 3350, ASTM D 2239, ASTM D 3035 and ASTM D 2737,
- Pressure Class 200, SIDR - 7(Standard Inside Dimension Ration-Pressure Rated),
- Cell classification 345464C,

All PE pipe shall be manufactured by Interstate Plastics, Philips Driscopipe, Eagle Pacific, Superlon Plastics, U.S. Poly or approved equal.

All fittings for ductile iron pipe shall be ductile iron compact fittings conforming to AWWA C 153 or conforming to AWWA C 110 and C 111. All shall be cement mortar lined conforming to AWWA C 104. Plain end fittings shall be ductile iron if mechanical joint retainer glands are installed on the plain ends. All fittings shall be flanged or mechanical joint.

Fittings with restrained joints shall be mechanical joint fittings with a mechanical joint restraint device. The mechanical joint restraint device shall have a working pressure of at least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron, Inc., MEGALUG, Ford Uni-Flange Series 1400, Romac Industries, Inc., U.S. Gripper, or approved equal.

All pipe shall be new and in good condition with no visible signs of UV damage, fading or other defects.

7-09.3 Construction Requirements

7-09.3(19) Connections

7-09.3(19)B Maintaining Service

(******)
Supplement this section with the following:

> Where existing water services must be interrupted, the Contractor shall notify the Engineer as to the date, time and duration of the interruption, a minimum of 72 hours (3 working days) prior to the interruption. The Contractor shall field verify pipe diameter and fittings prior to requesting a service interruption. The City will notify customers involved or affected by the water service interruption. The Contractor shall make every effort to schedule water main construction with a minimum interruption of water service. Water service cannot be interrupted before 9:00 am.

(******)
Section 7-09.3(19) is supplemented with the following new Section:

7-09.3(19)C Asbestos Cement Water Main

Cutting, tapping, connecting to, or abandoning an Asbestos Cement Water Main shall be in accordance with the rules and regulations set forth by the Washington State Department of Labor and Industries, and as directed by the Engineer. All costs of complying with current regulations shall be included in the unit contract price for "Connect to Existing Water Main", "Abandon Small Pipe", and "Abandon Large Pipe" as applicable.

7-09.3(19)C1 Remove Asbestos Cement Water Pipe

The Contractor shall remove asbestos cement (AC) water pipe from the site as shown in the Plans. Costs for removal of any fittings and appurtenances attached to the AC pipe shall be incidental to the pay item "Remove Asbestos Cement Water Pipe". State certified hazardous removal specialists or sub-contractor must be hired to perform the removal. The Contractor shall notify Department of Labor and Industries and the Olympic Air Pollution Control Authority and acquire all required permits, and shall coordinate with the Engineer, prior to beginning the removal work. It shall be the Contractor's responsibility to furnish all necessary safety equipment and protective clothing and to protect the adjacent environment in accordance with applicable environmental and safety laws and regulations. Removed pipe, conduits and debris shall be properly handled, transported, and disposed. The Contractor shall submit to the Engineer documentation from certified hazard disposal site showing the chain of custody where asbestos cement pipe is disposed.
Abandon Asbestos Cement Water Pipe

Prior to performance of any contract work, the Contractor shall obtain all permits from, and provide notification to, the Washington State Department of Labor and Industries, the U.S. EPA, the local air pollution control agency, and other permitting and regulatory agencies with jurisdiction over the work involving asbestos as the law requires.

Prior to commencing asbestos related work, the Contractor shall provide the Engineer with written verification of approvals and notifications that have been given and/or obtained from the required jurisdictional agencies, and the Contractor's schedule for all work involving asbestos removal. The schedule shall include the sequencing and scheduling of asbestos related work, and coordination with subcontractors. The Contractor shall notify the Engineer when all approvals have been received and notifications have been made, as required by the agencies involved.

The Contractor shall ensure the safety of all workers, visitors to the site, and the general public in accordance with all applicable laws, rules, and regulations.

The Contractor shall designate a Washington State Certified Asbestos Supervisor (CAS) to personally supervise the asbestos removal and to ensure that the handling and removal of asbestos is accomplished by certified asbestos workers, pursuant to Washington State Department of Labor and Industries standards. The Contractor shall ensure that the removal and

disposal of asbestos meets the requirements of EPA regulation 40 CFR Part 61, local health department regulations, and all other applicable regulations.

7-09.3(24) Disinfection of Water Mains

(******)
Replace paragraph one with the following:

The Contractor shall provide extra safeguards to prevent contamination, rocks, sand or foreign matter from accumulating in the pipe.

Unless otherwise approved by the Engineer, the method for disinfecting water mains shall be by dry Calcium Hypochlorite conforming to ANSI/AWWA B300 and NSF/ANSI 61 as defined in Section 7-09.3(24)D of the WSDOT Standard Specifications and AWWA C651-14 Sec. 4.1.3 and Sec. 4.3. If adhesives are used to secure chlorine tablets to the pipe interior, they must meet the requirements of NSF/ANSI 61 and AWWA C651-14 Sec. 4.3.3.

Pipe and fittings used in connections to existing mains shall be less than one pipe length (generally less than 20 ft), and spray disinfected, swabbed or immersed for disinfection as per AWWA C651-14 Sec. 4.10 and 4.11 (1% chlorine solution).

Bacteriological testing shall be done by the City per AWWA C651-14 Sec. 5.1 Option A or B. Option B may not be able to be used if the pressure in the line is too low to allow the sample tap to run continuously for 15 minutes without opening the system valve. Bacteriological testing must be scheduled with the Engineer at least 3 days in advance and cannot be done on Fridays. Results are typically provided within four (4) working days but may take up to (7) working days. If the samples fail to produce acceptable results, the main shall be re-chlorinated by the continuous-feed or slug method until satisfactory results are obtained per AWWA C651-14.

The Contractor shall flush the new main. Flushing mains shall require the assistance of City utility personnel and shall be coordinated with the Engineer 3 working days in advance.

7-09.3(24)A Flushing

Modify this section by deleting the first sentence of the fourth paragraph and replacing it with the following:

> The Contractor shall be responsible for disposal of treated water flushed from mains and shall neutralize the wastewater for protection of aquatic life in the receiving water and their associated surface and ground water tributaries, before disposal into any natural drainage channel, i.e., receiving water, waters of the State, including wetlands.

7-09.4 Measurement

(******)
Supplement this section with the following:

___ in. diam. ductile iron pipe class 52 for water main will be measured per linear foot.

Blowoff Assembly will be measured per each.

Remove Asbestos Cement Water Pipe will be measured per linear foot.

7-09.5 Payment

(******)
Supplement this section with the following:

"___ In. Diam. Ductile Iron Pipe Class 52 for Water Main", per linear foot.
The per linear foot unit contract price for "___ In. Diam. Ductile Iron Pipe Class 52 for Water Main" shall be full pay for furnishing all labor, materials, tools and equipment, necessary to install the water main, complete in-place, including but not limited to pipe, couplings, adaptors, crosses, tees, bends, reducers, caps, plugs, restrained joint fittings, bend markers, and other fittings not specifically identified on the plans. Further, all excavation, pipe bedding, trench backfilling, compacting, temporary patching, formed thrust blocking, testing, flushing, temporary blow-offs, and disinfecting shall also be included in the unit contract price. Items not specifically identified on the plans but necessary to properly install the water main shall be considered incidental to the water main and no other compensation shall be allowed.

"Blowoff Assembly", per each.
The unit contract price per each for "Blowoff Assembly" shall be full pay for furnishing all labor, materials, tools and equipment, necessary to the cap on the new water main, thread and install required valves, valves boxes, brass pipe, bends, couplings and other fittings not specifically called out on the plans.

"Remove Asbestos Cement Water Pipe", per linear foot.
The unit contract price per linear foot for "Remove Asbestos Cement Water Pipe" shall be full pay for disposal, certified labor, materials, tools, equipment, including safety and protective equipment to protect labor necessary to remove, transport, and dispose of asbestos cement water pipe, fitting and appurtenances to an approved disposal site. The cost of all permits required for the removal and disposal of this material is included in this bid item.

7-12 VALVES FOR WATER MAINS

7-12.1 Description
(June 2022, Tumwater GSP)

Supplement this section with the following:

Adjustment of valve boxes will include adjustment of the following valve boxes:
- *** City Water ***
- *** Private Gas ***

All existing *** City Water *** castings will be returned to the City and replaced with new castings supplied by the Contractor as part of this project. The Engineer will determine which

castings will be fully replaced and where the new castings will be installed. If any existing gas valve boxes are damaged beyond reuse, PSE will supply the new material.

7-12.2 Materials

(******)
Supplement this section with the following:

All valves shall be non-rising stem, resilient wedge gate valves conforming to AWWA C515 unless otherwise specified and shall be American AVK, Clow, EJ Flowmaster, Kennedy, M & H, Mueller, Waterous Series 2500. The minimum cover over the valve, measured from the valve operator nut to finished grade, shall be 20 inches. Gate valves 14 inches and larger that are unable to provide 20 inches of cover over the valve shall be factory equipped with a bevel gear actuator for horizontal installation as directed by the engineer. The bevel gear actuator shall be rated for buried installations.

Butterfly valves shall meet all the requirements of AWWA C504 Class 150B and shall be Allis Chalmers, Kennedy, Linseal III, M&H, Mueller, Pratt Groundhog.

Valves shall be bolted to the tee and the cross with flanged ends. Joint materials for flanges shall be 1/8 inch thick one piece, cloth inserted rubber gaskets conforming to AWWA C107-78.

Bolts for all flanged and mechanical joints shall be high strength, low alloy steel bolts only, meeting the current provisions of American National Standard ANSI/AWWA C111/A 21.11 for rubber gasket joints for cast iron or ductile iron pipe and fittings.

Valve boxes shall be East Jordan Iron Works #248 or Olympic Foundry VB-950, 6-3/4 inch OD with recessed handle type iron cover marked "WATER."

Tapping sleeves shall be stainless steel with ductile iron flange and shall be Romac "SST" or approved equal.

Two inch air and vacuum release valve shall be a two inch ARI D-040. Fiberglass enclosure shall be Vent Guard Model No. AVG1824, Beige in color, manufactured by Hot Box, Inc. (800) 736-0238. An insulation pouch shall be placed over the air release assembly. The 18” x 24” insulation pouch shall be beige in color with the opening on the 18” side, and manufactured by DeKorra Products LLC

Valve insertions shall be Romac InsertaValve or Hydra-Stop Insta-Valve Plus and be completed by an experienced installer.

7-12.3 Construction Requirements

(June 2022, Tumwater GSP)

Supplement this section with the following:

The Contractor shall complete the adjustment of new and existing utility structures within five working days after the pavement is completed. The structure shall then be brought to proper grade utilizing the same methods of construction as specified for new construction.

The hot mix asphalt pavement shall be cut and removed to a neat circle, the diameter of which shall be equal to the outside diameter of the cast iron frame plus two (2) feet. The base materials and crushed rock shall be removed and Concrete Class 4000 shall be placed so that the entire volume of the excavation is replaced up to 0.30 feet of the finished pavement surface. No additives shall be added to the concrete and no special mixes will be approved by the City.

On the following day the concrete, the edges of the asphalt concrete pavement, and the outer edge of the casting shall be painted with hot asphalt cement. HMA shall then be placed and compacted with hand tampers, plate compactors or patching roller.

The complete patch shall match the existing paved surface for texture, density, and uniformity of grade. The joint between the patch and the existing pavement shall then be carefully painted with hot asphalt cement or asphalt emulsion and shall be immediately covered with dry paving sand before the asphalt cement solidifies.

(******)
Section 7-12.3 is supplemented with the following new Section:

7-12.3(2) Adjust Valve Box to Grade

Where shown on the plans or where directed by the Engineer, existing valve boxes shall be raised to the grade as staked or otherwise designated by the Engineer. The Contractor shall supply and install new valve boxes and covers as part of raising valve boxes to grade. The finished installation shall conform to the detail shown in plans.

All new and existing valve boxes located in any unpaved area shall have a concrete pad poured or placed entirely around each valve box. The pad shall be a minimum of 36 inches by 36 inches for each valve box. The concrete shall be commercial concrete or better with a minimum thickness of 8 inches.

Maximum distance allowed from edge of iron ring or frame of appurtenance to outside edge of pavement restoration is 18 inches. Patches larger than this or clean misses (e.g. where the Contractor excavates in the new pavement mat and does not find the iron appurtenance to raise) shall result in a credit from the Contractor to the City of $1000 for each occurrence. Further, the Contractor shall repair the pavement patch as directed by the Engineer.

7-12.4 Measurement

(******)
Supplement this section with the following:

Adjust valve box will be measured per each.

___ inch gate valve will be measured per each.

7-12.5 Payment

(******)
Supplement this section with the following:

"Adjust Valve Box," per each.

"___ Inch Gate Valve," per each.

The payment for the various items specified above shall be full pay for furnishing all labor, materials, tools, and equipment necessary to install the unit complete in place on the water main, including trenching, concrete pads and concrete or asphalt restoration of adjacent areas, disinfecting, testing, blocking of valve, valve box and marker post.

7-14 HYDRANTS

7-14.2 Materials

(******)
Supplement this section with the following:

Fire hydrants shall be Waterous Pacer, Mueller Centurion, M & H Reliant Style 929, Kennedy K-81, or EJIW 5CD250 conforming to AWWA C 502. The valve opening shall be 5 1/4-inch diameter. Hydrants shall be mechanical joint, 4-1/2 feet standard bury with two 2-1/2 inch outlets and one pumper port, and shall have a 1.25-inch pentagonal operating nut (counter clockwise opening). All hydrants shall be outfitted with a 4-1/2" NST by 5" Storz adapter with cap.

Some locations may require other than the 4-1/2 feet standard bury. Contractor shall be responsible for determining actual required bury and provide proper standpipe height.

7-14.3(1) Setting Hydrants

(******)
Supplement this section with the following:

A 6 foot wide cleared area, centered along the pipe, shall extend from the edge of pavement to 3 foot past the new hydrant, not to exceed the right-of-way line. The clearing may include trimming of trees and shrubs to an overhead height of 10 feet as directed by the Engineer. Upon completion of fire hydrant installation, the cleared area shall be graded and restored as directed by the Engineer.

7-14.4 Measurement

(******)
Supplement this section with the following:

Fire hydrant assembly will be measured per each.

7-14.5 Payment

(******)
Supplement this section with the following:

"Fire Hydrant Assembly", per each.

The unit Contract price per each for "Fire Hydrant Assembly" shall also include, but not be limited to, trench excavation and backfill, gravel backfill, fill and grading 3' around hydrant and between hydrant and edge of roadway, painting, extensions, fittings, ductile iron spool, Storz adapter, Megalug restraining joints, and blue hydrant marker as shown in the Plans and specified herein.

7-15 SERVICE CONNECTIONS

7-15.2 Materials

(******)
Supplement this section with the following:

Service pipe from the main to the new meter (meter setter) shall be the appropriate size shown in the table below.

Meter Size	Service Pipe Diameter
3/4" Single Meter	1"
1"	1"
1-1/2"	2"
2"	2"

One and one-half and two inch diameter service lines shall be NSF Approved, PE3408 blue polyethylene pipe manufactured from virgin materials. Pipe shall meet the following specifications:

- ANSI/AWWA C901
- ASTM D1248, ASTM D 3350, ASTM D 2239, ASTM D 3035 and ASTM D 2737,
- Pressure Class 200, SIDR - 7(Standard Inside Dimension Ration-Pressure Rated),
- Cell classification 345464C,

Pipe shall be manufactured by Interstate Plastics, Philips Driscopipe, Eagle Pacific, Superlon Plastics, U.S. Poly or approved equal.

Service pipe from the new 5/8" meter to the old 5/8" meter location shall be minimum 1" diameter polyethylene plastic pipe minimum pressure Class 200. Service pipe greater than 100 ft. in length from new meter to old meter location shall be 1-1/2" diameter until it is connected to existing service line. The Contractor shall identify the diameter of the existing service line to remain in-place at the old meter location and provide the required fittings necessary for the transition.

Stainless steel inserts shall be used with all pack joint fittings. Further, all bushings, reducers, nipples, couplings, adaptors, and fittings required to make service connections shall be all

brass conforming to AWWA C800 manufactured by Ford or approved equal.

Meter setters shall be all copper, Ball valve style with locking wing and check valve. The Contractor shall remove and reinstall the existing meter in the new setter after testing of new water main and service line. The Contractor shall use care in removing and reinstalling the existing meter. All fittings and meters shall be kept clean and free of dirt or foreign material and sprayed with a light bleach / chlorine solution prior to installation. Services shall be flushed at the customer hose bib after final meter installation to clear the service line, remove air and to verify good flow. All costs for replacing a broken meter due to the Contractor's neglect shall be borne by the Contractor.

7-15.3 Construction Requirements

(******)
Supplement this section with the following:

The Contractor shall locate and verify the size and type of existing services. The approximate locations of the existing services are shown on the Plans. Existing services may be located on private property, close to buildings, in backyards, or other complex construction locations. The Contractor shall notify private property owners 24 hours prior to any scheduled water outage. In addition, the Contractor shall knock on the door of the house affected one hour before the outage and notify the homeowner of the outage. Disruption of existing services shall be minimized.

Service line from the new water main to the new meter setter, including the new meter setter, shall be bedded with imported service line bedding. The service line from the new meter setter to the connection to the existing service line shall be bedded with suitable native material as directed by the Engineer.

The Contractor shall take special care with the work on private property. The Contractor shall verify with the Engineer and/or Property Owner final service line route that will minimize damage to landscaping or improvements, and restore all damaged items to a condition equal to or better than the original condition. For service lines crossing under sidewalks, driveways, or landscaped areas, the Contractor shall layout new service line routes prior to excavation for approval by the Engineer. Service line routes should minimize removal of asphalt, concrete, and mature landscaping.

(******)
Supplement section 7-15.3 with the following new section:

7-15.3(2) Connection To New Water Main

Service lines between the new water main and the existing service line past the existing meter setter shall be installed prior to testing and disinfecting the new water main. Disinfect fittings and pipe prior to installation.

Installation/replacement of a service to a new water main shall include the following:

a. install new service line to new meter setter and box,
b. install new service line from new meter setter to existing meter service,
c. verify each individual existing water service is disconnected,

d. remove old service to include; meter, meter box, setter, and any associated appurtenances,
e. reinstall existing meter in new meter setter,
f. connect new service line to existing service line on the property side of the old service (no jumpers will be allowed at existing setters).
g. coordinate with the customer to flush the service line at the customer's outside faucet and verify all faucets are functioning

If after abandoning the old water main(s) it is determined that a customer is without water and a service was not shown on the plans at that particular location, the Contractor shall within 24 hours install a new service connection as directed by the Engineer.

(******)
Supplement section 7-15.3 with the following new section:

7-15.3(3) Connection To Existing Water Mains

Disinfect fittings and pipe prior to installation. Connection of a service to an existing water main shall include the following:

a. locate, excavate, and connect to the existing water main,
b. install new service (with or without meters as identified on the plans),
c. verify each individual existing water service is disconnected (unless meter credit is noted),
d. remove old service to include; meter, meter box, setter, and any associated appurtenances (unless meter credit is noted),
e. install a service line from the new service to the existing service line on the property side of the old service (unless meter credit is noted).

If after abandoning the old water main(s) it is determined that a customer is without water and a service was not shown on the plans at that particular location, the Contractor shall within 24 hours install a new service connection as directed by the Engineer.

(******)
Supplement section 7-15.3 with the following new section:

7-15.3(5) Repair of Existing Water Service

If while pushing or excavating, an existing service line is broke. The Contractor shall follow the course of action as stated below:

a. Immediately call or notify the Engineer
b. Crimp service line if possible,
c. If needed, assist the Engineer or City of Tumwater Water repair crew to throttle down the water main,
d. Disinfect all fittings and pipe prior to installation. Excavate and repair broken service line while under the direct supervision of the Engineer or wait for assistance from the City of Tumwater Water repair crew,
e. Flush repaired service line at setter with the assistance of the Engineer until water flow becomes clean, inspect and flush setter and meter, reconnect old service line to meter setter (if applicable) and resume service to residence. Flush hose bib at residence or building until air is removed and water runs clear.

(******)
Supplement section 7-15.3 with the following new section:

7-15.3(6) Private Irrigation and Electrical Systems Testing and Repair

The Contractor shall operationally test existing irrigation and landscape electrical systems prior to construction at individual residences. If it is found through the baseline tests that an existing system does not operate correctly, the Contractor shall demonstrate the discrepancy to the Engineer and the problem(s) will be documented. The Contractor shall take precaution to avoid cutting or breaking of lines and services during service line installation. If a line is cut or broke, the Contractor shall immediately repair and test the system prior to continuing on with other service line installations.

Upon completion of the service line installation, the Contractor shall once again test the existing systems and compare to the baseline tests conducted prior to work within the yard. Any discrepancies between the baseline test and the final tests shall be repaired prior to continuing on with other service line installations.

The Contractor shall adjust the setter, water meter, and meter box to finished grade as shown on the plans or where directed by the Engineer.

7-15.4 Measurement

(******)
Supplement this section with the following:

___" service connection will be measured per each. The size of the service connection referenced in this Section corresponds to the size of the meter setter as shown in the Plans.

Reducing pressure backflow assembly relocation will be measured per each.

7-15.5 Payment

(******)
Supplement this section with the following:

"___"Service Connection", per each.
The unit contract price per each for ___" Service Connection shall be full compensation for all labor, material, and equipment to furnish and install the meter service(s) complete including, but not be limited to, service saddle, tapping the pipe, corporation stops, service lines, meter setter or tandem setter, pressure reducing valve(s), meter box, and all miscellaneous couplings, fittings, and adapters to install the service lines and to connect to the existing reduced pressure backflow assembly (RPBA) or service line to the building. Furthermore, pushing, boring, or directional drilling of new service line including encasement, repair of broken utility and service lines, and lawn and landscape restoration per service installation is included.

All existing RPBA's downstream of the newly installed service connections shall be flushed and tested to ensure their functionality. The cost to provide all labor, materials, and equipment to flush and to test the RPBA's is included into the unit contract price per each for "___" Service Connection". No additional compensation shall be allowed.

Progress payment of 50% shall be allowed once service line(s) is installed up to existing meter setter(s) and water main and service lines are flushed and tested. Complete and final payment shall be allowed once residence(s) has full use of new system and repair of lawn and landscaping is completed.

For purposes of payment, there will be no distinction made for the difficulty of disconnecting the old meter and reconnecting to the new meter or the length of service line required for each new meter service.

"Reducing Pressure Backflow Assembly Relocation", per each.
The unit contract price per each for Reducing Pressure Backflow Assembly Relocation (RPBA) shall be full pay for furnishing all labor, materials, tools, and equipment necessary to relocate the RPBA to new location and reconnect to existing service line or irrigation line. The cost also include necessary fittings and materials to complete the relocation of the RPBA and testing to assure that it is complete and works. Furthermore; repair of broken utility and service lines, and lawn and landscape restoration per service installation is included in the unit contract price of Reducing Pressure Backflow Assembly Relocation.

7-17 SANITARY SEWERS

7-17.1 Description

(******)
Supplement this section with the following:

Various transition couplings, flanged coupling adapters, transition couplings with follower flanges and gaskets, and other miscellaneous couplings and fittings may be required for performance under this project.

It shall be the Contractor's responsibility to determine what specific couplings, adapters, and fittings that will be used to make connections shown on the plans. The Engineer has shown specific existing material types, and nominal sizes using the best information available. The Engineer has not determined the specific dimensions of existing materials.

7-17.2 Materials

(******)
Delete this section and replace with the following:

All sanitary sewer pipe shall have flexible gasketed joints unless otherwise specified.

Gravity Sewer Pipe - Pipe used for gravity sewer shall meet the requirements of WSDOT Section 9-05.12(1) Solid Wall PVC Sanitary Sewer Pipe. All pipe shall be white or green in color.

All pipe shall be clearly marked with type, class, and thickness. Lettering shall be legible and permanent under normal conditions of handling and storage.

7-17.3 Construction Requirements

7-17.3(2) Cleaning and Testing

7-17.3(2)A General

(******)
The first sentence shall be deleted and replaced with the following:

All pipe installed shall be tested in accordance with WSDOT Section 7-09.3(23).

All sanitary sewer pipe, including laterals, shall be high-velocity cleaned and televised prior to paving or substantial completion, whichever is sooner. Hydrant flushing lines is not an acceptable method of cleaning. If rocks or other debris are found in manholes, the Contractor shall re-clean the sewer pipe.

7-17.3(2)H Television Inspection

(******)
Delete this section and replace with the following:

The television inspection shall be completed with a CCTV color camera recorded in standard DVD format. CCTV inspection crawler shall be equipped with a flow depth indicator, such as a 1-inch steel bar or ball, to measure the magnitude of pipe vertical fluctuation. If multiple television inspections of the same pipe are required, they shall be completed in the same direction each time.

Television inspection shall meet related Pipeline Assessment and Certification Program (PACP) codes developed by NASSCO, Inc. Television inspection of pipelines shall be performed by experienced personnel trained in identifying structural and operational defects, obstacles and service connections by closed circuit color television. Personnel shall be PACP-trained and certified field technicians.

The Contractor shall supply one paper copy and one electronic copy of the pipe inspection form for each pipe reach televised. Two copies of electronic video files shall be provided in DVD format. The Contractor shall submit DVDs and written reports for review within three (3) working days after line televising.

Acceptance of the line will be made after the television inspection DVD has been reviewed and approved by the Engineer.

The cost incurred in making all television inspections shall be included in the unit contract price per foot of pipe installed and no additional compensation shall be allowed.

7-17.4 Measurement

(******)
Section 7-17.4 is supplemented with the following:

___ in. diam. Solid wall PVC sanitary sewer pipe will be measured per linear foot.

Sewer Manhole ___ In. Diam. will be measured per each.

Side Sewer Stubout and Connection to Existing Sewer Line will be measured per each.

Side Sewer Stubout will be measured per each.

Saddle Sewer Manhole ___ In. Diam. to Connect to Existing Pipe will be measured per each.
Connect to Existing Sanitary Sewer Manhole will be measured per each.

7-17.5 Payment

(******)
Section 7-17.5 is supplemented with the following:

"___ In. Diam. Solid Wall PVC Sanitary Sewer Pipe", per linear foot.
The per linear foot unit contract for "___ In. Diam. Solid Wall PVC Sanitary Sewer Pipe", shall be full compensation for all labor, material, and equipment to furnish, place, assemble, and install sewer line, complete in place, including all wyes, tees, caps, plugs, clean outs, special fittings, joint materials, commercial concrete, bend markers, adjustment of inverts to manholes, dewatering, bypass pumping, cleaning, televising inspection and testing. Further, all excavation, hauling, disposal, pipe bedding, trench backfill materials, compaction, temporary patching and other required earthwork shall be included in the unit contract price per linear foot of pipe installed.

“Sewer Manhole __In. Diam.”, per each.
“Side Sewer Stubout and Connection to Existing Sewer Line”, per each.
”Side Sewer Stubout”, per each.

The unit contract price per each for Sewer Manhole __ In. Diam., Side Sewer Stubout and Connection to Existing Sewer Line, and Side Sewer Stubout shall be full pay for furnishing all labor, materials, tools, and equipment, necessary or incidental to furnishing and installing the unit complete in place on the sewer main, including trenching, excavation, bedding for structures, pipe bedding, trench backfill materials, compaction, and temporary patching, but not be limited to, service saddle, tapping the pipe, service lines, setters, boxes, and all miscellaneous couplings, fittings, and adapters to install the service lines and connect to the existing service, jointing, testing, wyes, and other items necessary for the unit to be installed complete in-place. For purposes of payment, there will be no distinction made for the difficulty of disconnecting the old service and reconnecting to the new service or the length of service line required for each new service as shown on the Plans and specified herein.

“Saddle Sewer Manhole __In. Diam to Connect to Existing Pipe”, per each.
The unit contract price per each for “Saddle Sewer Manhole __In. Diam to Connect to Existing Pipe” shall be full pay for furnishing all labor, tools, equipment, and materials required to install the sewer manhole and connect to existing pipe in place, including but not be limited to concrete, joints, concrete collars and sealants. Further, all excavation, haul, backfill, testing, accessories, and removal of manholes shall be included in the unit contract price. For purposes of payment, there will be no distinction made for the difficulty of connecting to the existing sewer system or the quantity of connecting pipes or other materials needed.

Items not specifically identified on the plans but necessary to properly connect to system shall be considered incidental and no additional compensation shall be allowed.

"Connect to Existing Sanitary Sewer Manhole", per each.
The unit contract price per each for "Connect to Existing Sanitary Sewer Manhole" shall be full pay for furnishing all labor, tools, equipment, and materials required to connect to existing sanitary sewer manhole in place, including core-drill, sand-collars, mortar, concrete, concrete collars, and sealants. Further, all excavation, haul, backfill, testing, and accessories shall be included in this unit contract price. For purposes of payment, there will be no distinction made for the difficulty of connecting to the existing manhole or the quantity of pipes connecting to the manhole. Items not specifically identified on the plans but necessary to properly connect to sanitary sewer manhole shall be considered incidental and no additional compensation shall be allowed.

(******)
Supplement Division 7 with the following new Section:

7-23 SANITARY SEWER BYPASS PUMPING

7-23.1 General

The Contractor is required to furnish all materials, labor, equipment, power, and maintenance, etc. to implement a temporary pumping system for the purpose of diverting the existing sanitary sewer flow around the work area as needed for the duration of the project. The bypass system as supplied by the contractor shall meet the requirements of all codes and regulatory agencies having jurisdiction, these general specifications and the technical specifications.

The design, installation, and operation of the temporary pumping system shall be the Contractor's responsibility. The Contractor shall employ the services of a subcontractor who can demonstrate to the engineer that he specializes in the design and operation of temporary bypass pumping systems. The subcontractor shall provide at least five (5) references of projects of a similar size and complexity as this project performed by his firm within the past five years.

7-23.1(1) Bypass Pumping Plan

The Contractor shall submit a detailed description of the proposed pumping system and the bypass pumping contractor's references for review and approval at the pre-construction conference. A separate pre-bypass pumping meeting will be conducted within 4 weeks of submittal of the bypass pumping plan and at minimum 2 weeks prior to the bypass pumping, at which time the Contracting Agency will notify the Contractor of any deficiencies or corrections that are required. Re-submittal of the corrected bypass pumping plan is required. Provided the corrected bypass pumping plan is satisfactory, an additional pre-bypass pumping meeting will not be required.

The Contractor shall submit to the Contracting Agency detailed plans and descriptions outlining all provisions and precautions to be taken by the Contractor regarding handling of existing wastewater flows. This plan must be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials, and all

other incidental items necessary and/or required to ensure proper protection of the facilities, including protection of the access and bypass pumping locations from damage due to the discharge flows, and compliance with the requirements and conditions specified in these Contract Documents. Work on or abandonment of the gravity sanitary sewer system shall not begin until all provisions and requirements have been approved by the Contracting Agency.

The bypass pumping plan shall include but not be limited to the following details:

1. Staging areas for pumps
2. Sewer plugging method and types of plugs
3. Size and location of manholes or access points for suction and discharge hose or piping
4. Calculations for selection of bypass pumping pipe size
5. Number, size, material, location and method of installation of suction piping
6. Number, size, material, method of installation and location of installation of discharge piping
7. Bypass pump sizes, capacity, solids handling capacity and number of each size to be on site and power requirements
8. Calculations of static lift, friction losses, and flow velocity (pump curves showing pump operating range) shall be submitted
9. Standby power generator size, location (if used)
10. Downstream discharge plan
11. Method of protecting discharge manholes or structures from erosion and damage
12. Thrust and restraint block sizes and locations
13. Sections showing suction and discharge pipe depth, embedment, select fill and special backfill
14. Method of noise control for each pump and/or generator
15. Any temporary pipe supports and anchoring requirements
16. Design plans and computation for access to bypass pumping locations indicated on the drawings
17. Schedule for installation of and maintenance of bypass pumping lines
18. List of spare parts and support equipment to be maintained on site
19. Secondary containment type and size, and plan for deployment
20. Methods for monitoring and assuring equipment is operating per plan
21. Alarm Response Plan which shall include contacting City of Tumwater Shop
22. Contingency plan for spill, leak, or other discharge

7-23.2 Materials

All pumps used shall be fully automatic self-priming units that do not require the use of foot valves or vacuum pumps in the priming system. The pumps may be electric or diesel powered. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows. Pumps shall be capable of pumping solids with a nominal spherical dimension of three (3) inches without clogging.

The Contractor shall provide the necessary stop/start controls for each pump.

The Contractor shall include one stand-by pump of each size to be maintained on site. Back up pumps shall be online, isolated from the primary pumping system by a valve.

The pumps shall be contained inside a temporary portable secondary containment structure(s) to contain any fuel or sewage that may spill during the normal course of operation.

Discharge Piping – In order to prevent the accidental spillage of flows, all discharge systems shall be temporarily constructed of rigid pipe with positive, restrained joints. Under no circumstances will “irrigation” type piping or glued PVC pipe be allowed. Discharge hose will only be allowed in short sections and by specific permission from the Engineer.

Noise levels of equipment shall meet Washington State noise level requirements. Contractor shall make the necessary provisions to control the noise of the temporary pumping equipment such that the noise generated by the equipment is limited to 55 dBA during the day (7 AM to 10 PM) and 45 dBA at night (10 PM to 7 AM) at property lines. Depending on the pumping equipment that is used, meeting this requirement may require the use of sound attenuating enclosures as well as other provisions and measures.

7-23.3 Construction Requirements

7-23.3(1) Design Requirements

Bypass pumping systems shall have sufficient capacity to pump a peak flow of 750 GPM. The Contractor shall provide all pipeline plugs, pumps of adequate size to handle peak flow, and temporary discharge piping to ensure that the total flow of the gravity collection system can be safely diverted around the project area. Bypass pumping systems will be required to be operated 24 hours per day.

Temporary sewer bypass systems shall be designed by a registered Professional Engineer in the State of Washington. Engineer shall have demonstrated experience in the design of pumping systems of comparable size and complexity.

The Contractor shall have adequate standby equipment available and ready for immediate operation and use in the event of an emergency or breakdown. One standby pump for each size pump utilized shall be installed at the mainline flow bypassing locations, ready for use in the event of primary pump failure.

Bypass pumping system shall be capable of bypassing the flow around the work area and be sized to handle any amount of flow up to full available flow as defined by the Contracting Agency into the work area as necessary for satisfactory performances of work.

The Contractor shall make all arrangements for bypass pumping during the time when the gravity sewer main is shut down for any reason. System shall overcome any existing force main pressure on discharge.

7-23.3(2) Performance Requirements

It is essential to the operation of the existing system being bypassed that no interruptions in the flow occur throughout the duration of the project. To this end, the Contractor shall provide, maintain, and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and back-up units as required), conduits, all necessary power, and all other labor and equipment necessary to intercept the incoming flow before it reaches the point where it would interfere with his work, carry it past the work area and return it to the existing wastewater collection system downstream of his work.

The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction. It shall be the responsibility of the Contractor to schedule and perform the work in a manner that does not cause or contribute to incidents of overflows, releases or spills of sewage from the sanitary sewer system or the bypass pumping operation.

The Contractor shall provide all necessary means to safely convey the sewage past the work area. The Contractor will not be permitted to stop or impede the main flows under any circumstances.

The Contractor shall divert the flow around the work area in a manner that will not cause damage to, or surcharging of Contracting Agency's system and will protect public and private property from damage and flooding.

During all bypass pumping operations, the Contractor shall protect the Contracting Agency's system (Pumping Station, Conveyance System, etc.) as applicable from damage inflicted by any equipment. The Contractor shall be responsible for all physical damage to the Contracting Agency's system caused by human or mechanical failure.

The Contractor shall protect water resources, wetlands, and other natural resources.

7-23.3(3) Field Quality Control and Maintenance

7-23.3(3)A Tests

The Contractor shall perform leakage and pressure tests of the bypass pumping discharge piping using clean water prior to the actual operation. The Engineer shall be given three working days notice prior to testing.

7-23.3(3)B Inspection

Contractor shall inspect the bypass pumping system on a continuous basis to ensure the system is working correctly. Contractor shall monitor pump power source fuel levels and make arrangements for timely refueling as needed.

7-23.3(3)C Maintenance Service

Contractor shall ensure the temporary pumping system is properly maintained and a responsible operator shall be on hand at all times when pumps are operating.

7-23.3(3)D Extra Materials

Spare parts for pumps and piping shall be kept on site as required by the bypass pumping plan. Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

7-23.3(4) Spills

Contractor is fully responsible for any damage that may result from an inadequate or improper installation, maintenance or operation, or failure of any kind of the sewer bypass pumping system.

In the event of a spill, the Contractor shall contact the LOTT Spill Reporting Group at (360) 528- 5700.

Spills or leaks of sewage to surface waters or drainage courses is prohibited. In the event of sewage spills, the Contractor shall immediately take whatever actions are deemed necessary to stop and remedy the results of the spill. Should the Contractor not take immediate action, the Owner will be entitled to take whatever actions are deemed necessary to stop, contain, and decontaminate a spill, at the Contractor's expense.

Costs incurred by the Contractor or Owner, including penalties imposed on the Owner as a result of any sewage spill caused by the Contractor, its employees, or subcontractors, shall be borne in full by the Contractor, including legal fees and other expenses to the Contractor or Owner resulting directly or indirectly from the spill.

7-23.3(5) Installation and Removal

Contractor is responsible for locating any existing utilities in the area selected for the bypass pipelines. The Contractor shall locate bypass pipelines to minimize any disturbance to project execution and shall obtain approval of the pipeline locations from the Contracting Agency as noted in the bypass pumping plan. All costs associated with relocating utilities and obtaining all approvals shall be paid by the Contractor.

If the system has to be drained to effect the work, such as for a cut-over or connection, Contractor shall provide the necessary temporary pumping and/or storage equipment to drain or remove the sewage from the excavation and/or system.

The Contractor shall remove manhole sections or make connections to the existing conveyance system and construct temporary bypass pumping structures only at the access location indicated on the Plans and is required to provide adequate suction conduit.

Plugging or blocking of flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance or work, it is to be removed in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.

When working inside a manhole or wet well, the Contractor shall exercise caution and comply with OSHA requirements when working in the presence of sewer gases, combustible or oxygen- deficient atmospheres, and confined spaces.

The temporary bypass pump discharge pipeline shall be located off streets and sidewalks and on shoulders of the roads where possible without causing delay to the project. When the bypass pipeline crosses local streets and private driveways that are in service, the Contractor shall employ traffic rated crossing devices or place the bypass pipelines in trenches and cover with temporary pavement. Upon completion of the bypass pumping operations, and after receipt of written permission from the Contracting Agency, the Contractor shall remove all the bypass pumping system piping, restore all property to pre-construction condition, and restore all pavement. The Contractor is responsible for obtaining any approvals for placement of the temporary pipeline from the Contracting Agency.

7-23.4 Measurement

No unit of measurement shall apply to the lump sum price for “Bypass Pumping”.

7-23.5 Payment

Payment will be made in accordance with Section 1-04.1, for the following bid item that is included in the proposal.

“Bypass Pumping”, lump sum.

The unit contract price per lump sum for “Bypass Pumping” shall be full pay for all labor, materials, and equipment to furnish, place, assemble, install and operate the bypass pumping system complete in place, including pumps, piping, valves, control systems, generators, permits, testing, wyes, tees, special fittings, joint materials, operators and all other work to provide and operate a complete and operating bypass pumping system. Further, all labor, equipment, and materials required for decommissioning, disassembly and removal from the site shall be included.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

(******)
Rename 8-01.3(2) to the following:
8-01.3(2) Seeding, Fertilizing, and Mulching

(******)
Supplement this section with the following:

The Contractor shall provide water or irrigation to all seeded areas as often as conditions dictate depending on weather and soil conditions. Water will be provided as described

in Section 2-07.

8-01.3(2)A Preparation For Application

(******)
Supplement this section with the following:

All landscaped areas in the Plans shall be cultivated to the requirements in this section.

(******)
Rename 8-01.3(2)B to the Following:
8-01.3(2)B Seeding And Fertilizing

(******)
Supplement this section with the following:

Seed and fertilizer shall only be sown by Method 1 as approved by the Engineer. Seed shall be broadcast with approved hydraulic seeding equipment, in combination with wood cellulose fiber mulch, soil stabilizer and fertilizer distributed uniformly over designated areas. Half of seed shall be sown with sower moving in one direction, the other half with sower moving at right angles to first sowing. Hydroseeding operator shall remove all seed mulch in its entirety from adjoining paving, structures and plants.

8-01.3(9) Sediment Control Barriers

8-01.3(9)A Fencing

8-01.3(9)A2 Silt Fence

(******)
Supplement this section with the following:

If the Engineer determines that site conditions dictate additional silt fence throughout the duration of the project, the Contractor shall immediately install additional silt fence as directed by the Engineer.

8-01.4 Measurement

(******)
Supplement this section with the following:

All items required for erosion control shall be included in the lump sum bid item "Erosion/Water Pollution Control" unless a specific bid item is included in the proposal.

8-01.4(2) Bid Items

(******)
Delete paragraph 2 and replace with the following:

No specific unit of measure shall apply to the lump sum item “ESC Lead”.

8-01.5 Payment

8-01.5(2) Item Bids

(******)
Replace this section with the following:

No specific unit of measure shall apply to the “High Visibility Fence”. The cost of “High Visibility Fence” shall in included in the lump sum contract price of “Clearing and Grubbing” bid item.

“ESC Lead”, per lump sum.
The lump sum Contract price for “ESC Lead” shall be full compensation for all labor, material, tools, and equipment necessary to meet the requirements of Section 8-01.3(1)B to include conduct site inspections, stormwater sampling, report preparation, report submittal, lab work, and personnel certification.

The Contractor shall receive payment of 60 percent of the unit contract price, per acre, upon the completion of the initial hydroseeding. Payment shall be increased to 100 percent of the unit contract price, per acre, upon the point where the first mowing is required, as determined by the Engineer. All partial payments shall be limited to the actual area of weed free healthy vigorous growth.

Partial payments shall not constitute acceptance of the area, nor shall the ownership or title transfer to the Contracting Agency. Areas found not acceptable at any stage shall be rejected and replaced at the Contractor’s expense. Previous partial payments made for areas rejected will be deducted from future payments due the Contractor.

“Erosion/Water Pollution Control”, lump sum.
The lump sum Contract price for “Erosion/Water Pollution Control” shall be full compensation for all labor, material, and equipment necessary to implement, install, maintain and remove all erosion and water pollution control items including removal and disposal of sediment, stabilization and rehabilitation of soil disturbed by these activities, and any additional Work deemed necessary by the Engineer to control erosion and water pollution. The requirements for the ESC Lead shall also be included in this lump sum bid item if no bid item is included in the proposal. The Contractor shall bear full responsibility for erosion/water pollution control in all sources of material, disposal sites, and haul roads.

8-02 Roadside Restoration

8-02.2 Materials

(******)
Supplement this section with the following:

The Contractor shall submit soil analysis from a soils testing laboratory to the Engineer. Indicate source(s) and obtain the Engineer’s approval before hauling to the site or placement.

Materials shall meet the requirements of the following publication:

American Standard for Nursery Stock, ANSI Z60.1-2004, American Nursery and Landscape Association.

Plant varieties shall be as specified in the plant material list and be true to botanical name as listed in the latest edition of “Standardized Plant Names” as adopted by American Joint Committee of Horticulture Nomenclature.

Plants shall be nursery-grown unless otherwise indicated. Plants are required to be from stock acclimated to project site environmental conditions, having been consistently cultivated and grown under site conditions. No cold storage plants will be permitted. Grafted trees shall be done within 3 inches of ground level. Plant material conditions shall meet the following requirements:

Be fresh, well foliated, in prime condition when in leaf and exhibiting normal habit of growth. Have all leaders and buds intact, free of disease, injury, insects, insect eggs, larvae and indications of strawberry root weevil.

Be free of seeds; weeds, weed roots and other such contaminants.

The Contractor shall notify the Engineer 3 days prior to delivery of any plants. The Engineer will approve all plants before unloading. Any plants that are rejected shall be removed from the project site immediately and replaced with acceptable plants.

Ball and burlapped (B&B) stock is required to have a natural ball sufficient to ensure survival and healthy growth.

Bare root (BR) material is required to have sufficient, intact root systems to ensure survival and healthy growth.

Container-grown plants are required to have sufficient growth to hold the earth intact when removed from containers, but shall not be root-bound.

Geotextile root control system shall be NDS Root Barrier Panel Model No. EP-2450 or Engineer approved equal.

Landscape boulders shall be High Cascade Weathered Granite with moss or lichen present on surface shall have no scarring. Individual boulder dimensions shall range from a minimum of 3 feet in height or width to 10 feet in height or width. Boulders shall match the color of adjoining boulders in each grouping to the greatest extent possible.

Contractor shall provide boulders from one of the following recognized stone industry suppliers or an Engineer approved equal source:

Columbia Granite LLC in Rainier, WA
Marenakos Rock Center in Issaquah, WA
Rock Mountain Products in Redmond, WA

Alternate supplier must be experienced in supplying, lifting, palletizing, shipping and unloading landscape boulders of the sizes and weights as shown in the Plans.

Contractor shall furnish digital color photos of each boulder. Photographs shall be taken from different viewpoints for review and approval by Engineer prior to onsite boulder source selection.

8-02.3 Construction Requirements

8-02.3(3) Weed and Pest Control

8-02.3(3)B Planting and Lawn Area Weed Control

(******)
Supplement this section with the following:

Prior to clearing and site preparation for planting, the Contractor shall identify the locations of poison oak and ivy within the project limits. These plants shall be sprayed with an herbicide specifically designed to eradicate these plants. All safety standards and regulations to work with poison oak shall be followed.

8-02.3(4) Topsoil

(******)
Supplement this section with the following:

The Contractor shall thoroughly scarify the subgrade by tilling, disking or harrowing after the subgrade elevation has been established as indicated on the Plans.

In the central island of the roundabout the Contractor shall scarify the existing subgrade a minimum of 24 inches deep to break up the base material of the existing road prior to installation of the topsoil.

Prior to placement of topsoil, the Engineer shall approve native or imported material. If the Contractor furnishes and places Topsoil Type A in the roadside planting areas without prior approval, it shall be done at the Contractor's expense. Final grading shall include raking, floating, dragging, and rolling to remove all surface irregularities and to provide a firm, smooth surface with positive drainage. Imported topsoil shall not be placed more than 3 days prior to permanent seeding.

The Engineer reserves the right to randomly sample and test the imported topsoil as it is placed. Test results shall be compared to the requirements of Section 9-14. If it is determined the topsoil does not meet requirements, the Contractor shall be required to remove the topsoil quantity as determined by the Engineer and replace it at the Contractor's expense.

The Contractor may take samples of the topsoil to be removed for testing. If soil samples from areas to be removed are shown to meet the requirements, the Engineer may adjust the quantity to be removed as represented by the passing samples. All costs incurred by the Contractor to test topsoil shall be borne by the Contractor and no additional

compensation will be allowed.

8-02.3(4)A Topsoil Type A

(******)
Supplement this section with the following:

The Engineer will approve topsoil prior to procurement and placement. Topsoil Type A shall meet all requirements of Special Provision 9-14.1(1).

Topsoil shall be placed at 12” depth in all tree, shrub, groundcover, and planter strips, 18” depth at roundabout center island (18” depth from the top of curb), and 3” in areas to be hydroseeded or sodded as shown in the Plans and as specified herein.

Within the roundabout island, the Contractor shall excavate to the subgrade of the roadway and thoroughly scarify the subgrade by tilling, disking or harrowing. The intent is to utilize topsoil completely within the roundabout island.

8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation

(******)
Section 8-02.3(5) is supplemented with the following:

Planting area preparation will be required in all landscaped areas as shown on the Plans. Planting area preparation shall include removal of existing vegetation, construction debris, all visible rocks or other detrimental material from planter strips located within the project limits before adding soil amendments to the imported topsoil for the roadside planting areas, uniformly tilling the soil amendments into the top 8”-12” of soil, using a rototiller or similar machine, grading the blended soils, and then thoroughly watering down.

Identify existing trees that are to be removed, that were not removed during roadway construction, prior to starting planting. Obtain approval to remove existing trees from Engineer. Contractor to provide, install and maintain tree protection throughout project duration.

All planting area preparation shall be conducted under favorable weather conditions only. Soil shall not be worked when excessively dry or wet. Engineer reserves the right to stop any work taking place when conditions are considered detrimental to soil structure or plant growth.

All planting areas shall be weed free and approved by the Engineer before starting rototilling (with soil amendments distributed over designated surface areas) and after rototilling has been completed. All beds shall then be approved by the Engineer for fine grading, before starting any planting operations.

All planting surface areas shall be left with a firm, uniform surface, free of weeds and undulations or other irregularities. Remove all rocks, clods, and debris from all planting surfaces, unless otherwise specified on the plans or directed by the Engineer.

Preliminary grading shall be done in such a manner as to anticipate the finished grades after placement of topsoil, soil amendments and bark mulch (if specified). Excess soil shall be removed or redistributed before application of soil mix, fertilizer, and mulch. Where soil is to be replaced by plants and mulch, allowance shall be made so that when finish grading has begun, there shall be no deficiency in the specified depth of mulched planting beds.

The Contractor shall bear final responsibility for proper surface drainage of the site and the features thereon. Any discrepancy in the drawings or specifications, obstructions on the site, or prior work done by another party which the Contractor feels precludes establishing proper drainage, shall be brought immediately to the attention of the Engineer in writing for correction or relief of said responsibility.

8-02.3(7) Layout of Planting, Lawn and Seeding Areas

(******)
Delete this section and replace with the following:

All location layout and staking will be the responsibility of the Contractor.

Tree and plant locations shown shall be considered approximate unless otherwise noted or shown with specific distance. Tree locations may be adjusted, with prior Engineer approval, so that the tree does not interfere with sightline requirements, street signs, irrigation, overhead utilities, or any other apparatuses such as utilities.

Do not locate or plant any tree within 15 feet of a streetlight. Do not locate or plant any tree within 3 feet of a utility vault, 2.5 feet of back-of-sidewalks or back-of-curbs, and 15 feet of a fire hydrant.

In mixed planting areas, trees shall be planted first, followed by the larger shrubs, low shrubs, and then groundcover material.

The Contractor shall layout all trees and plants in the approximate location for approval by the Engineer. All coordination shall be done with the Engineer.

8-02.3(8) Planting

(******)
Supplement this section with the following:

The Contractor shall make required field adjustments as directed by the Engineer without additional cost and to avoid obstructions. Plants not properly planted or temporarily heeled-in will be rejected and shall be removed from the site.

Maintenance shall begin following the installation of each plant and shall continue until project acceptance. Work includes, but is not limited to, watering, weeding, cultivating, tightening, and repairing guys, removal of dead materials, resetting plants to proper grades or upright positions and other operations necessary to ensure proper growth and survival of all plant material.

If it is discovered that Common horsetail (Equisetum Arvense) has been imported with plant material, the Contractor shall remove the tree or shrub in its entirety including the rootball and surrounding soil, and replace the tree or shrub in-kind.

Before excavation, plants to be installed shall be placed as indicated on Planting Plan. The Engineer shall check locations of all plants in the field and shall indicate the exact position before actual planting operation proceeds.

Set trees and shrubs in center of pits, plumb and straight. Plant at such a level that after settlement, the crown of the plant will be slightly above finish grade.

Set plants in backfill mixture to such depth that the top of the plant ball will be slightly above finished grade. Backfill the remainder of the hole and soak thoroughly. Water the backfill until saturated to the full depth of the hole.

A mound of earth shall be formed as directed around each tree and shrub so as to produce a shallow basin to retain water, the diameter to exceed the diameter of the root spread at planting. Plants shall be watered in place during and after backfilling.

Prune plants only at time of planting and according to standard horticultural practice to preserve the natural character of the plant. All pruning shall be done under supervision of Engineer.

Remove all dead wood, suckers, and broken or badly bruised branches, unless plants are deemed to be unacceptable and rejected by the Engineer. Use only clean, sharp tools.

Immediately after planting operations are complete, all planting beds and plant pits shall be dressed off so as to achieve a neat and presentable appearance. Planting operations shall be identical for all plants to be planted. Refer to Plans, specifications and directions from Engineer.

If applicable, Contractor shall plant trees, shrubs, and groundcover material in non-irrigated areas between October 1, and January 31.

Plant bare root and live cutting material during winter dormancy (November 30 and February 1) unless otherwise directed by the Engineer. Install live cuttings the same day as harvest or cutting from parent material.

Notify the Engineer a minimum of 48-hours before beginning any roadside planting-related work.

8-02.3(9) Seeding, Fertilizing, and Mulching

(******)
Supplement this section with the following:

Fertilizer shall be applied over the surface of plant basin at indicated rates. Install fertilizer tablets as specified. Fertilizer shall meet all requirements of Special Provision

9-14.3.

All trees shall have an application of beneficial mycorrhizal fungi applied at time of planting in accordance with the manufacturer's recommendations.

8-02.3(11) Mulch

8-02.3(11)B Bark or Woodchip Mulch

(******)
Supplement this section with the following:

Bark mulch shall be a pathogen-free medium-grind Hemlock or Douglas Fir bark mulch. The Contractor shall submit a sample to the Engineer for approval prior to use.

Wood cellulose fiber mulch shall be applied at a rate of 2000 pounds per acre. Straw Mulch will not be permitted.

8-02.3(13) Plant Establishment

(******)
Delete paragraph two and replace with the following:

When the Proposal includes the bid item "Landscaping Plants", that bid item includes one year of plant establishment Work. The first year of plant establishment shall begin immediately upon written notification from the Engineer of the completion of initial planting for the project. The first-year plant establishment period shall be a minimum 12 month period. The first-year plant establishment shall be extended an amount equal to any periods where the Contractor does not comply with the plant establishment requirements and plan.

(******)
Supplement Section 8-02.3(13) paragraph five with the following:

There is no irrigation system inside of WSDOT right-of-way. The Contractor shall provide water to guarantee plant establishment. All cost associated to securing plant establishment within WSDOT right-of-way shall be incidental to the bid item "Landscaping Plants". No additional compensation shall be allowed. If temporary irrigation systems used inside of WSDOT right-of-way, it shall be removed at the end of the first-year plant establishment period. Payment to remove temporary irrigation systems shall be incidental to "Landscaping Plants".

(******)
Supplement Section 8-02.3 with the following new Section:

8-02.3(17) Placing Landscape Boulders

Contractor shall stake all locations and sizes of Boulders to be installed for review by Engineer prior to installation. Contractor shall rough position boulders at excavated locations shown on the Plans for approval of positioning by Engineer at time of

installation. At all times, lift Boulders from pallets and place using slings to prevent marring of the rocks by equipment. Boulders shall be set to remain stable and in place after placement. One third of the Boulder depth shall be buried. Finish grade surrounding the boulders shall be fine graded to near line so that dips, ponding and erosion will not occur.

8-02.4 Measurement

(******)
Supplement this section with the following:

Topsoil, compost and mulch will be measured by the cubic yard.

Tree stakes, fertilizer, headers, planting area preparation, planting area weed control, and tree protection will be incidental to the “unit costs” of landscaping plants as specified.

No specific unit of measurement shall apply to the lump sum item for Landscaping Plants.

No specific unit of measurement shall apply to the lump sum item for Landscape Boulders.

No specific unit of measurement shall apply to the lump sum item for seeding, fertilizing, and mulching.

Compost amended vegetated filter strip will be measured by the square yard.

8-02.5 Payment

(******)
Supplement bid item “Landscaping Plants”, per lump sum in this section with the following:

The lump sum Contract price for “Landscaping Plants” shall be full compensation for all Work to perform as specified within the planting area for weed control and planting area preparation, planting, cleanup, and water necessary to complete planting operations as specified to the end of first year plant establishment.

In general, as the plants that include establishment are obtained, propagated, and grown, partial payments will be made as follows after inspection by the Engineer:

Payment of 5 percent of the lump sum Contract price when all plant materials have been contracted, propagated, and are growing under nursery conditions. The Contractor shall provide the Engineer with certification that all plant material has been procured or contracted for delivery to the project for planting within the time limits of the project. The certification shall state the location, quantity, and size of all material.

Payment will be increased to 15 percent of the lump sum Contract price upon completion of all initial weed control and planting area preparation Work.

Payment will be increased to 60 percent of the lump sum Contract price for all contracted plant material in a designated unit area when planted.

Payment will be increased to 70 percent of the lump sum Contract price for all contracted plant material at the completion of the initial planting.

Payment will be increased to the appropriate percentage upon reaching the following plant establishment milestones:

June 30th	80 percent
September 30th	90 percent
Completion of first-year plant establishment or after all replacement plants have been installed, whichever is later	100 percent

Plant establishment milestones are achieved when planting areas meet conditions described in 8-02.3(13).

(******)

Supplement this section with the following:

”Landscape Boulders”, per lump sum.
The Lump Sum contract price for "Landscape Boulders" shall be full pay for furnishing all labor, equipment, and materials necessary to complete the Works as shown in the Plans and as specified herein.

Excavation for the roadside planting areas will be considered incidental to the bid item for topsoil placement.

The following bid items shall be full pay for furnishing all labor, materials, tools and equipment, necessary to scarify the subgrade, install, till, rake, remove debris such as rocks and organic material and shape the material as shown in the plans:

“Topsoil Type A”, per cubic yard,
“Bark or Wood Chip Mulch” per cubic yard.

“Seeding, Fertilizing, and Mulching”, per lump sum.
The lump sum Contract price for "Seeding, Fertilizing, and Mulching", shall be full compensation for all labor, material, tools and equipment necessary to place, protect, irrigate and maintain all items as specified.

“Compost Amended Vegetated Filter Strip”, square yard.
The unit Contract price per square yard for “Compost Amended Vegetated Filter Strip” shall be full compensation for all labor, material, and equipment necessary to construct the compost amended vegetated filter strip including the loose crushed surfacing base course level spreader as shown in the plans.

8-03 IRRIGATION SYSTEMS

8-03.1 Description

(******)

Section 8-03.1 is supplemented with the following:

An irrigation system shall be provided for the planter strip areas.

All irrigation systems located within the public right-of-way shall be designed by a State of Washington registered landscape architect or City approved firm. Parts lists shall be submitted with each project.

Prior to submitting the design, the contractor/engineer/landscape architect shall hire an independent Certified Landscape Irrigation Auditor, as certified by The Irrigation Association, to review and approve the proposed design.

After the irrigation system is installed, the Contractor shall provide an irrigation audit to be performed on the new system by an independent Certified Landscape Irrigation Auditor (CLIA), as certified by the Irrigation Association, prior to final field observation by the Engineer. The CLIA shall test for proper coverage as determined by the Landscape Irrigation Auditor Handbook, most recent edition. The CLIA shall provide written certification that the irrigation system installed provides proper coverage as provided in the handbook.

Irrigation systems shall be installed with approved backflow prevention.

The irrigation system shall be installed after the area has been properly prepared. The pipe trenches shall be no wider than is necessary to lay the pipe or install equipment.

The Contractor shall be responsible for excavating and backfilling the trench for the irrigation service line. The City will provide all materials and labor to make the connection to the main and install the service line.

8-03.2 Materials

(******)
Section 8-03.2 is supplemented with the following:

As a means of keeping the City's parts inventory to a minimum and maintenance personnel familiarized and knowledgeable about product operation, the following is a list of approved products to be used on all jobs in which the City will be responsible for maintenance and operations.

Pop Up Spray Heads	Toro precision spray nozzles to be installed on Hunter PRO 6" pop up spray heads in lawn and 12" pop up in planter areas.
Gear Driven Rotary Heads	Hunter I-Series Rotors with check valve on all heads
Pipe and Fittings	Schedule 40 PVC, purple pipe, compound Type 1, Grade 1 or Type 1, Grade 2 conforming to ASTM D1784 specifications
Remote Control Valve & Master Valve	Hunter ICV flow control valve installed with isolation ball valve and double union. A master valve shall be installed directly after the DCVA. Use Spears DBY Dri-Splice wire connectors when connecting to control wire.
Quick Coupling Valves	Hunter 1" Quick Coupler with locking cap and anti-rotating wings to be installed at point of connection and at the

	furthest valve at the far end of the main line and to be installed on prefabricated O-Ring PVC Swing Joints
Double Check Backflow	ZURN Wilkins Model 950XLT
Flow Sensing Device	Hunter FLOW-SYNC to be installed with master control valve • Wiring between flow sensor and irrigation controller shall be twisted pair direct burial 2-conductor shielded 12 AWG or larger stranded copper wire with appropriate ratings for distance of run. Wire shall be a single run with no splices. • Master control valve shall be the same valve as the remote control valve • Rain sensor and flow sensor
Automatic Controller (for City owned and maintained systems)	ACC2 Decoder outdoor controller with plastic pedestal
Valve Boxes	• NDS Pro Series • Boxes shall be sized accordingly • With security bolt on lid
Shut-Off Valves	• Zurn Wilkins 2” 850XL Full Port Bronze Ball Valve

8-03.3 Construction Requirements

8-03.3(2) Excavation

(******)
Section 8-03.3(2) is supplemented with the following:

All soil shall be prepared as specified prior to trenching. Trenches shall be no wider at any point than is necessary to lay pipe or install equipment. Trench bottoms shall be of relatively smooth sand four (4”) inches below and six (6”) inches above the pipe.

Detectable marking tape shall be placed in the trench six (6”) inches directly above, parallel to, and along the entire length of all nonmetallic water line and nonmetallic conduit. The width and depth of the tape shall be as recommended by the manufacturer or the City.

8-03.3(3) Piping

(******)
Section 8-03.3(3) is supplemented with the following:

All irrigation lines shall be purple in color. The irrigation main line is the line containing the supply usually situated between the irrigation meter and the irrigation control valves. The irrigation lateral lines are the lines between the irrigation control valves and the connections to the irrigation heads.

All water lines shall be a minimum of 18 inches below finished grade as measured from the top of the pipe. Where possible, mains and laterals or section piping shall be placed in the same trench.

All irrigation lines to be installed under existing pavement or areas to be paved, shall be installed within a minimum four (4") inch diameter or twice the diameter of the encased pipe. The casing shall be steel casing (minimum Schedule 40) or C900 Class 200 PVC pipe. The irrigation casing shall extend a minimum of two (2") feet beyond the structure under which casing is being jacked or bored.

U.S.E. 12 gauge blue coated copper wire shall be wrapped around all mains.
Valve boxes shall be installed flush to grade outside of play and high vehicular and pedestrian traffic areas.

Valve boxes shall have filter fabric underlayment installed at the bottom to prevent rodent intrusion and sediment build-up.

Valve boxes shall be supported with bricks or concrete blocks as approved by the City to prevent settlement.

8-03.3(4) Jointing

(******)
Section 8-03.3(4) is supplemented with the following:

During construction, pipe ends shall be plugged or capped to prevent entry of dirt, rocks, or other debris.

PVC pipe, couplings and fittings shall be handled and installed with care and in accordance with the manufacturer's recommendation. For gasketed connections, the outside of the PVC pipe shall be chamfered to a minimum of 1/16 inch at approximately 22 degrees. For all other connections, pipe and fittings shall be joined by solvent welding, using primer first. Solvents used must penetrate the surface of both pipe and fittings which will result in complete fusion at the joint. The solvent and cement shall be of a type recommended by the pipe manufacturer.
Threaded PVC joints shall be assembled using Teflon tape as recommended by the pipe manufacturer.

On plastic to metal connections, work the metal connection first. Use a non-hardening compound on threaded connections. Connections between metal and plastic are to be threaded utilizing female threaded PVC adapters with a threaded schedule 80 PVC nipple only.

8-03.3(5) Installation

(******)
Section 8-03.3(5) is supplemented with the following:

The controller shall be located where shown on the Plans.

All control wires shall be labeled at the controller, splice boxes and at the valves in the field.

Wiring between the automatic controller and the automatic valves shall be Type THHW and placed in conduit and may share a common neutral. A minimum of two spare #14 UF yellow wires shall be installed from the controller to the furthest valve in each direction, looping through each control valve box. There shall be a three (3') foot loop left in each control valve box. Separate control conductors shall be run from the automatic controller to each valve. When more than one automatic controller is required, a separate common neutral shall be provided for each controller and the automatic valve which it controls. Wire shall be installed adjacent to or beneath the irrigation pipe. When necessary to run wire separate from the irrigation pipe, the wire shall be bundled and placed under detectable marking tape. When lateral pipe lines have less than 18 inches of cover, wire (in conduit) shall be installed below the pipe at a minimum depth of 18 inches from finished grade.

Wiring placed under pavement and walls or through walls, shall be placed in irrigation casing. See Section 8-03.3(3).

Splices will be permitted only at junction boxes, valve boxes, or at control equipment. A minimum of three (3') feet (coiled) of excess conductor wire shall be left at all splices and terminal and control valves to facilitate inspection and future splicing.

8-03.3(7) Flushing and Testing

(******)
Section 8-03.3(7) is supplemented with the following:

All main supply lines shall receive two fully open flushings to remove debris that may have entered the line during construction. The first flushing shall be completed prior to installing valves or testing.

All lateral lines shall receive one full-open flushing prior to placement of drip lines, emitters, and drain valves. Note: drain valves on main lines are not recommended. Quick couplers shall be installed on the downstream side at the cross connection device and at each terminus of the main line from the cross connection device. The flushing shall be of sufficient duration to remove any dirt and debris that may have entered the lateral lines during construction.

All gauges used for testing water pressure shall be certified correct by an independent testing laboratory immediately prior to use on the project. Gauges shall be retested when ordered by the Inspector/Engineer.

Automatic controllers shall be tested by actual operation for a period of two weeks under normal operating conditions. Should adjustments be required, the Contractor shall do so according to the manufacturer's recommendation or under the City's direction until the operation is satisfactory to the City.

All main lines shall be purged of air and tested with a minimum static water pressure of 150 psi for 60 minutes without introduction of additional service or pumping pressure. Testing shall be done with one pressure gauge installed on the line in a location determined by the City Inspector. Lines which show loss of pressure exceeding 5 psi after 60 minutes will be rejected.

All lateral lines shall be purged of air and tested in place at operating line pressure with a pressure gauge and with all fittings capped or plugged. The operating line pressure shall be maintained for 30 minutes with valves closed and without introduction of additional pressure. Lines which show leaks or loss of pressure exceeding 5 psi at the end of specified test period will be rejected.

The Contractor shall correct rejected installations and retest for leaks as specified herein.

8-03.3(9) Backfill

(******)
Section 8-03.3(9) is supplemented with the following:

Backfill shall not be started until all piping has been inspected, tested and approved by the City Inspector, after which backfilling shall be completed as soon as possible. All backfill material placed within six (6") inches of the pipe shall be free of rocks, roots, or other objectionable material which might cut or otherwise damage the pipe. Backfill from the bottom of the trench to approximately six (6") inches above the pipe shall be by continuous compacting in a manner that will not damage pipe or wiring and shall proceed evenly on both sides of the pipe. The remainder of the backfill shall be thoroughly compacted, except that heavy equipment shall not be used within 18 inches of any pipe. The top six (6") inches of the backfill shall be of topsoil material.

8-03.3(10) As Built Plans

(******)
Section 8-03.3(10) is supplemented with the following:

As-built drawings in both hard copy and electronic form shall be required. The as-built drawing shall be completed, signed and stamped by the Landscape Architect. The Contractor is responsible for furnishing the City with electronic files on CD ROM, both in PDF print (plot) format and in a format compatible with Auto-CAD release 2004 or newer. Drawings shall be in TCHPN (Thurston County High Precision Network) horizontal datum; provide individual drawings independent of x-refs. Include all non-standard font files and plot files.

8-03.3(11) System Operation

(******)
Section 8-03.3(11) is supplemented with the following:

The irrigation system (main) shall be completely installed, tested and operable prior to planting unless otherwise specified in the Plans or as approved by the City. The Contractor shall be responsible for all maintenance, repair, and testing, inspecting and automatic operation of the system until all work is considered complete as determined by the final inspection.

8-03.5 Payment

(******)
The third through eighth paragraphs of Section 8-03.5 are deleted and replaced with the following:

The unit Contract price per lump sum for Irrigation System shall be full pay for all costs for furnishing and installing the irrigation system equipment and components where indicated and as detailed in the Plans and these Special Provisions, including excavation and backfill, backflow preventer and box, valves, piping, all electrical connections, controller and cabinet, fittings, as-built, testing, and all other appurtenances shown on the Plans, and as Specified herein.

The design of the irrigation system shall be included in the lump sum Bid Item.

The excavation and backfill for the irrigation service line shall be included in the lump sum Bid Item.

The following Bid Item is included in the Proposal:

"Irrigation System", per lump sum

8-04 CURBS, GUTTERS, AND SPILLWAYS

8-04.4 Measurement

(******)
Supplement this section with the following:

Roundabout curb and gutter type __ will be measured by the linear foot.

8-04.5 Payment

(******)
Supplement this section with the following:

"Roundabout Curb and Gutter Type __" per linear foot.

8-12 Chain Link Fence and Wire Fence

8-12.1 Description

(******)
Supplement this Section with the following:

This work shall consist of provided all labor, materials, and equipment necessary to construct a four foot tall WSDOT Type 4 black vinyl coated chain link fence with top rail on the north side of Trosper Road between approximately Sta 97+25 to Sta 99+62, and at the back of sidewalk adjacent to the Dutch Brothers Coffee drive thru aisle as shown in the Plans.

8-12.3 Construction Requirements

(******)

Supplement this Section with the following:

The fence shall be constructed in accordance with Sections 8-12 and 9-16.1 of the Standard Specifications. Posts and top rails shall be round. Post spacing shall be six feet maximum.

The cement concrete curb along the back of sidewalk shall be commercial concrete and include galvanized steel sleeves and expansion joints as detailed in the Plans.

8-12.4 Measurement

(******)
Supplement this Section with the following:

Chain link fence type 4 will be measured by the linear foot.

Coated chain link fence type 3 will be measured by the linear foot.

(******)
Replace paragraph two with the following:

There will be no measurement for end, gate, corner, pull posts for chain link fence. All Work associated with furnishing and installing end, gate, corner, pull posts for chain link fence as described in Section 8-12 shall be incidental to the installation of the chain link fence.

8-12.5 Payment

(******)
Supplement this Section with the following:

“Chain Link Fence Type 4”, per linear foot.

“Coated Chain Link Fence Type 3”, per linear foot.

If not bid item exists for “End, Gate, Corner, and Pull Post for Chain Link Fence Type ___” then all costs associated with this item shall be incidental to “Chain Link Fence Type 4” and “Coated Chain Link Fence Type 3”.

8-14 Cement Concrete Sidewalks
(August 2016, Tumwater GSP)

8-14.1 Description

Supplement this Section with the following:

Cement concrete sidewalks and ramps shall be constructed in accordance with Section 8-14 and relevant parts of Section 6-02, as shown in the Plans, and these Provisions as amended herein. Cement concrete pads for luminaires and j-boxes, sidewalk ramps/ pedestrian curbs, and detectable warning surface shall be considered as part of the sidewalk.

8-14.3 Construction Requirements

Replace the first paragraph with the following:

The concrete in sidewalks and curb ramps shall be air entrained concrete Class 4000.

Supplement this Section with the following:

The finish shall be consistent and professional in appearance. All cement concrete that has the finish damaged by rain or protective plastic or which is not of a quality generally expected for this type of work, shall be removed and recast at the Contractor's expense.

Sidewalk joints shall be constructed as detailed in the Plans. Where the sidewalk abuts the curb, the transverse joints shall match the location of the expansion joint in the curb. All utility poles, meter boxes and other obstructions shall have ⅜" expansion joint material placed around them as directed. All sidewalk edges shall have a ¼" radius. Concrete shall not be poured against dry forms or dry subgrade.

All sidewalk areas shall be brushed in a transverse direction with a stiff bristle broom as shown in the Standard Plans.

The Contractor shall provide suitable vibrating finishers for use in finishing concrete sidewalks. The type of vibrator and its method of use shall be subject to the approval of the City. All completed work shall be barricaded and protected so as to prevent damage by unauthorized use. All damaged sections shall be removed and replaced at the Contractor's expense.

Prior to the placement of any cement concrete the Contractor shall obtain approval from the Project Inspector.

(January 7, 2019)
Timing Restrictions

Curb ramps shall be constructed on one leg of the intersection at a time. The curb ramps shall be completed and open to traffic within five calendar days before construction can begin on another leg of the intersection unless otherwise allowed by the Engineer.

Unless otherwise allowed by the Engineer, the five calendar day time restriction begins when an existing curb ramp for the quadrant or traffic island/median is closed to pedestrian use and ends when the quadrant or traffic island/median is fully functional and open for pedestrian access.

(January 7, 2019)
Layout and Conformance to Grades

Using the information provided in the Contract documents, the Contractor shall lay out, grade, and form each new curb ramp, sidewalk, and curb and gutter.

8-14.4 Measurement

Replace this Section with the following:

Cement Conc. Sidewalk and Curb Ramps will be measured by the square yard of finished surface and will include the surface area of the sidewalk, driveways, curb ramps, detectable warning surfaces (truncated domes), and cement concrete pads for luminaires and j-boxes.

8-14.5 Payment

Replace this Section with the following:

"Cement Conc. Sidewalk and Curb Ramps", per square yard.
The unit Contract price for "Cement Conc. Sidewalk and Curb Ramps" shall be full payment for all costs for equipment, labor and materials, including, but not limited to, saw cutting, excavation and grading if required for crushed surfacing top coarse or sand, furnishing and installing crushed surfacing top coarse or sand, compaction, form work, cement concrete, finishing, rolling, curing, ramps, curb ramps, pedestrian curbs, pads, and detectable warning surface. When a bid item for "Roadside Restoration" is included in the Proposal, restoration of areas disturbed by construction to a condition consistent with the pre-construction conditions is excluded from this. No extra payment shall be made for forming and finishing curb ramps/pedestrian curbs.

(******)

8-19 Vacant

Replace this Section with the following:

8-19 Monument

8-19.1 Description

This Work Consists of furnishing and placing survey control points, in accordance with the Standard Plans and these Specifications, in conformity with the lines and locations shown in the Plans or as staked.

8-19.2 Materials

Materials shall meet the following requirements:

Concrete	6-02
Monument Cap	8-19.2(1)
Crushed Surfacing	9-03.9(3)

8-19.2(1) Monument Cap

The monument cap shall be domed brass, aluminum, or other non-ferrous metal. The monument cap shall be a minimum of 2" in diameter.

8-19.3 Construction Requirements

The monument shall be installed in accordance to the Standard Detail for "Surface Monument in Pavement", as provided in the Appendices of these Specifications, where existing monumentation is impacted by Work for this project.

Most of the existing monuments to be impacted by the Work should have approximate locations marked in the Plans, but there may be some that are not, Contractor is to verify.

The Contractor shall be fully responsible for obtaining permits from the Washington State Department of Natural Resources for removing and replacing all survey monumentation that may be affected by construction activity, pursuant to WAC 332-120. Applications must be completed by a Registered Land Surveyor. Applications for permits to remove monuments may be obtained from the Washington State Department of Natural Resources or by contacting their office by telephone at (360) 902-1190.

Washington State Department of Natural Resources
Public Land Survey Office
801 88th AVE SE,
MS 47019
Tumwater, Washington 98501-7019

Upon Completion of construction, all monuments displaced, removed, or destroyed shall be replaced by a Professional Land Surveyor. Preparation and completion of the appropriate forms for replacement of said monument shall also be the responsibility of the Contractor's Professional Land Surveyor.

8-19.4 Measurement

"Survey Monument", per each for each restored monument.

8-19.5 Payment

"Survey Monument", per each.

The unit price shall include all materials, supplies, labor, equipment, surveying, reconnaissance work, paperwork and traffic control to determine which monuments will be impacted and incidentals to complete the work as detailed in these Specifications, Appendices, and the Plans. Payment will not be made until all documentation is received.

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL

8-20.1 Description

(******)
Supplement this section with the following:

The work includes furnishing and installing all materials necessary to provide:

1. Installation of a new City owned street light system
2. Installation of a new WSDOT owned light system

3. Installation of a pedestrian Rectangular Rapid Flashing Beacon System at the intersection of Capitol Blvd SE and Trosper Rd SW
4. Installation of a pedestrian Rectangular Rapid Flashing Beacon System at the intersection of 6th Ave SW and Trosper Rd SW

The work involves, but shall not be limited to, the supply, testing and installation of the following:

1. Luminaires, Poles, and Foundations
2. Electrical Service Cabinets and Foundations
3. RRFB System Equipment
4. Junction Boxes
5. Conduit and Wire

All items installed as part of the WSDOT illumination system are shown and labeled so on the Plans.

Removal of existing lighting systems and traffic signals is included in Section 2-02 of these Special Provisions.

8-20.1(2) Industry Codes and Standards

(******)
Supplement this section with the following:

National Electrical Safety Code (NESC)
PO Box 1331, 445 Hoes Lane
Piscataway, New Jersey

8-20.1(3) Permitting and Inspections

(******)
Supplement this section with the following:

The Contractor shall obtain the required electrical permit(s) from the Washington State Department of Labor and Industries. All costs to obtain the permit and comply with its requirements shall be incidental to the project and no other compensation will be allowed.

(******)
Create the following new section:

8-20.1(4) Rectangular Rapid Flashing Beacon

This work shall consist of furnishing, installing J-boxes with non-slip lids, 1½ -inch conduit, electrical wire, circuit breaker, Rectangular Rapid Flashing Beacon (RRFB) System, RRFB signal poles, foundations, signs, and slicing new wires to connect to electrical service milbank in the location as shown in the Plans and as specified herein.

8-20.2 Materials

(******)

Supplement this section with the following:

All materials necessary for the completion of the project shall be purchased and furnished by the Contractor unless otherwise specified herein.

The owner reserves the right to inspect the manufacturing process of all materials. Final inspection and acceptance of the installed materials will not be given until final installation and testing has been completed on the systems. Approval to install materials and equipment must be obtained from the owner at the job site before installation.

The Contractor shall warranty all electrical and mechanical equipment described in this section for satisfactory in service operation for one year following project acceptance. Warranty shall include troubleshooting, labor, materials and all other costs to bring the equipment to a satisfactory level of service. Normal maintenance is not included in the warranty.

(******)
Section 8-02.2 is supplemented with the following new Section:

8-20.2(2) City of Tumwater Standard Decorative Luminaire Pole Assembly

Pole: The lighting pole shall be formed from tubes conforming to ASTM A595 process, and have a constant linear taper of 0.14 in/ft. The tube's seam will have a smooth full length longitudinal high frequency resistance weld and will have no visual appearance. The flutes shall terminate approximately 6" from the base plate connection to increase the product's fatigue life. The post shall have two reinforced handholes – one located in the base and the other one (for the receptacle) located 14 ft from the base.

Receptacle: Holophane Model No. FGIUS RAL6004SDCR

Clamshell Base: North Yorkshire cast iron, 24" diameter.

Main Luminaire Arm: Holophane, West Liberty Cast Aluminum Cross arm for pendent mounted luminaires with West Liberty Arm Fitter.

Single Arm/Material: WLC96/1 (mate to Boardwalk Luminaire Teardrop Style).

Double Arm/Material: WLC96/2 (mate with Boardwalk Luminaire Teardrop Style).

Main Luminaire Arm Fitter: Holophane, West Liberty Arm Fitter; WLLF/200/CA/CC

Pedestrian Luminaire Arm: Holophane, CCA Arm, Cleveland Decorative Crossarm.

Single Arm/Material: Aluminum

All materials and finishes shall be CIS/CC (Standard Holophane paint process with Drylac color RAL6004SDCR in gloss finish.

(******)
Section 8-02.2 is Supplemented with the following new Section:

8-20.2(3) City of Tumwater Standard Decorative Roadway Luminaire

Main Luminaire: Holophane, Esplanade Utility Tear Drop LED 3. Decorative outdoor.

Ordering Information: ESL3 P35S 30k AS TDC SG 3 S

Pedestrian Luminaire: From Holophane – WFCL2 P20 30k MVOLT FC3 RAL6004SDCR SK

All materials and finishes shall be CIS/CC (Standard Holophane paint process with Drylac color RAL6004SDCR in gloss finish.

(******)

Section 8-02.2 is supplemented with the following new Section:

8-20.2(4) Rectangular Rapid Flashing Beacon System

System shall be purchased as a packaged unit for each roundabout as shown in the Plans. Permanent signs attached to system shall meet requirements of Section 8-21. The RRFB System shall be fully compliant with FHWA Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons (IA-21). The systems shall also be compliant with the most current MUTCD guidelines and standards along with the following requirements:

The Rectangular Rapid Flashing Beacon (RRFB) system shall be **Tapco** brand. The system shall consist of the following:

a. AC Power option
b. Double sided, 12 volt RRFB light bars (with universal mounting kit)
c. Bulldog Pushbutton with locator tone, two tone audible activation confirmation, and a red LED visual confirmation light

8-20.2(4)A RAPID FLASHING BAR

Beacons shall have LED bulbs that have the ability to be highly visible from a minimum of 1,000 feet in advance of the crosswalk during the day. LED shall be rated for a minimum of 15 years with a minimum run time of 100,000 hours. They shall be recessed in the flash bar with an additional polycarbonate shield for vandal resistance. Light configuration shall provide lights on both ends of the bar for notification to pedestrians entering the crosswalk from either side. The following RRFB's shall be bi-directional: Center of splitter islands or medians of the roundabouts as shown in the Plans.

Flash bar housing shall be constructed from a single piece of a minimum of 1/8th inch thick structural aluminum, providing durability and corrosion resistance. The flash bar shall allow directional rotation-enabling light to be aimed toward oncoming traffic. There shall be no exposed screws.

The flash pattern, activation duration and/or activation schedule shall be determined by the system controller. The system controller shall automatically adjust beacon brightness as outside light levels change between day and night, being brighter

during the day and dimming at night. The level of brightness during different conditions shall be programmable through the controller.

8-20.2(4)B CONTROLLER

The controller unit shall be housed in a NEMA 3R or greater rated, pole mounted, aluminum cabinet with stainless steel hinge. The controller cabinet shall be 19”H x 10”W x 6”D plus or minus 1 inch for all dimensions.

The controller unit shall be capable of both solar-powered and AC-powered options. The operating electrical power for AC-powered controller systems shall be 120V. Solar-powered controller systems shall be designed with a solar panel and backup battery source capable of running the system for at least 15 days without sunlight.

System Notification Capable, Remote Data Available - Usage data regarding activation times and dates shall be accessible via direct connection to the controller. Activation and activity logs shall be downloadable and printable.

All system configuration changes shall be done through a direct connection to the controller. The system controller shall offer optional manual system configuration via dials within the controller cabinet. Configuration options shall allow for variation of system flash durations from 1 to 60 seconds.

The controller shall support wireless communication across the roadway or for advance warning flashers using spread spectrum radio frequency, thus eliminating the need for cable trenching. Range shall be at least 500 feet. Up to 10 optional RF channels shall be available to allow multiple systems to operate within close proximity of each other.

System shall support online configuration changes such that if MUTCD guidelines call for a new flash pattern, system can be upgraded within days.

The system shall be capable of logging all activations for a given period with a time stamp.

The system shall record notifications of low battery voltage levels.

Poles and Foundations for RRFB shall be as noted in the Plans.

All conduit used for roadway crossings, including bends and elbows, shall be rigid steel.

Conduit used for utility pole risers shall be PVC, Schedule 80. All other conduit, including bends and elbows, shall be PVC, Schedule 40.

Permanent signs attached to the system shall meet the requirements of Section 8-21.

All accessible pedestrian features shall comply to the latest FHWA requirements.

8-20.2(4)C Guarantees and Warranties

The Contractor shall provide RRFB Systems from a manufacture that offers, as a customary trade practice in the connection with the purchase of any equipment, materials, or items incorporated into the project, a minimum two year guarantee or warranty on the controller cabinet and associated appurtenances, batteries and solar panel. The Contractor shall furnish to the Contracting Agency a written guarantee or warranty from the manufacturer.

(******)

Section 8-02.2 is supplemented with the following new Section:

8-20.2(5) City of Tumwater Electrical Service Cabinet

The City owned service cabinet shall be Milbank Commercial Service Panel, Catalog Number CP3B12119ASP058, 200 AMP, 120/240 volt, 24 circuits service cabinet or equivalent.

The service cabinet shall mount on a concrete base with anchor bolts fastening to the base of the cabinet.

The service cabinet shall, at a minimum, be provided as follows:

a. 5 JAW 200 amp meter base
b. Metered 200 amp, 2 pole, main breaker (240V)
c. Breakers per Pane Schedule on the Plans
d. Two (2) lighting contactors with 120 volt coils
e. Photo-eye, photo-eye socket and illumination control wiring
f. On-Off-Test, three position control bypass switch

There shall be space within the cabinet for the future addition of additional contactors. Each service cabinet door shall be equipped with a three-point latch and provisions for a padlock.

The photocell shall be mounted inside the service cabinet. The photocell eye will be oriented to a window provided in the side of the cabinet. The photocell shall conform to the requirements of Section 9-29.11(2) of the Standard Specifications.

A three-wire electrical service shall be used at 120/240 volts, single phase, 60 Hz AC between the power supply and the service cabinet. The non-fused power shall enter the service cabinet through a separate conduit. The illumination components shall be connected to the 240 volt, 60 hertz power. The traffic signal components shall be connected to one of the 120 volt, 60 hertz elements.

The service cabinet shall be shipped and delivered to the job site in a protective covering with suitable dunnage to prevent damage to the exterior finish.

The Contractor shall have the service inspected by the Washington State Department of Labor and Industries and shall provide the coordination with the power company to have the service installed.

8-20.3 Construction Requirements

8-20.3(1) General

(******)
Supplement this section with the following:

Product Handling
All equipment shall be handled and protected in such a way to prevent damage. Damaged equipment, if any, shall be repaired or replaced by the Contractor to the satisfaction of the Engineer at no additional cost to the Owner.

Existing Conditions
Before beginning any excavation work for foundations, vaults, junction boxes or conduit runs, the Contractor shall confirm that the location proposed on the Contract Plans does not conflict with utility location markings placed on the surface by the various utility companies. If a conflict is identified, the following process shall be used to resolve the conflict:

1. Contact the Engineer and determine if there is an alternative location for the foundation, junction box, vault or conduit trench.
2. If an adequate alternate location is not obvious for the underground work, select a location that may be acceptable and pothole to determine the exact location of other utilities. Potholing must be approved by the Engineer.
3. If an adequate alternate alignment still cannot be identified following potholing operations, the pothole area should be restored and work in the area should stop until a new design can be developed.

The Contractor shall not attempt to adjust the location of an existing utility unless specifically agreed to by the utility owner.

8-20.3(4) Foundations

(******)
Supplement this section with the following:

Where foundations for poles are located within the new sidewalk area, each foundation shall be constructed in a single pour to the bottom of the new sidewalk elevation. The sidewalk shall be constructed in a separate pour. Where no sidewalk is present, the foundation elevation shall be set in the field by the Engineer.

Location of all concrete foundations shall be approved by the Engineer prior to excavation.

After a curing period of 2 weeks, or as directed by the Engineer, the Contractor may install the poles on the new foundations.

8-20.3(5) Conduit

8-20.3(5)A General

(******)
Supplement this section with the following:

Conduits shall be capped during construction using manufactured seals to prevent entrance of water and debris.

All conduit installed underground shall have polyethylene Underground Hazard Marking Tape, 6 inches wide, red, legend “Caution-Electric Line Buried Below,” placed approximately 12 inches above the conduit.

All trenches that contain only empty spare PVC conduit shall have a stranded orange USE locate wire installed with the PVC conduit as described in Section 8-20.3(5) of the Standard Specifications for innerduct installations. A 12 AWG wire shall be used as locate wire for all conduits.

8-20.3(5)B Conduit Type

(******)
Supplement this section with the following:

All conduit used for roadway crossings, including bends and elbows, shall be rigid steel.

8-20.3(8) Wiring

(******)
Supplement this section with the following:

Pull tape shall meet the requirements of Section 9-29.1(10). Pull string may not be used.

(******)
Section 8-20.3 is supplemented with the following new Section:

8-20.3(19) Removal of Existing Equipment

WSDOT Illumination and Traffic Signal Systems
Where specified on the Plans, existing WSDOT illumination and signal equipment shall be removed.

WSDOT electrical items to be salvaged:

- Traffic signal controller cabinet and contents
- Traffic signal standards and mast arms
- Luminaire poles, arms and LED fixtures

All other electrical items, unless determined by the engineer in the field otherwise, shall become the property of the Contractor and shall be removed from the project site in accordance with Section 2-02.3 of these special provisions.

Items to be salvaged shall be removed and delivered undamaged to WSDOT. The contractor shall contact WSDOT Representative five (5) working days prior to the delivery. The Contractor shall unload all equipment and materials at the Yard in a location designated by WSDOT staff.

Any existing equipment and material for salvage that is damaged during removal or delivery shall be compensated for by the Contractor to the satisfaction of WSDOT.

City Illumination and Traffic Signal Systems

Where specified on the Plans, existing City illumination and signal equipment shall be removed.

City electrical items to be salvaged:

- Traffic signal controller cabinet and contents
- Electrical service cabinet
- Traffic signal standards and mast arms
- Luminaire poles, arms and LED fixtures
- Traffic signal emergency vehicle pre-emption equipment (Opticom, strobe and bell)
- APS pedestrian pushbuttons
- Video detection cameras
- Pedestrian signal heads and mounting hardware
- LED street light fixtures

All other electrical items, unless determined by the engineer in the field otherwise, shall become the property of the Contractor and shall be removed from the project site in accordance with Section 2-02.3 of these special provisions.

Items to be salvaged shall be removed and delivered undamaged to the City's maintenance yard (located at 7200 New Market St. SW, Tumwater, WA 98501). The contractor shall contact City Engineer five (5) working days prior to the delivery. The Contractor shall unload all equipment and materials at the Yard in a location designated by City staff.

Any existing equipment and material for salvage that is damaged during removal or delivery shall be compensated for by the Contractor to the satisfaction of the City.

(******)

Section 8-02.3 is supplemented with the following new Section:

8-20.3(20) Rectangular Rapid Flashing Beacon System

All RRFB shall be programmed with the timing for each crossing as shown in the Plans.

Locator tone shall be provided for each pushbutton.

Audible confirmation message "Yellow lights are flashing" shall be spoken twice.

8-20.4 Measurement

(******)

This section is revised to read:

When shown as lump sum in the Plans or in the proposal as “Illumination System - _____, Complete” or “RRFB System at _____, Complete,” no specific unit of measurement will apply, but measurement will be for the sum total of all items for a complete and functional system to be furnished and installed.

Surface restoration (regardless of surfacing type) for areas disturbed by activities associated with installing equipment per this Section and not otherwise called out for replacement or in excess of the limits shown in the Plans, shall be included in the respective lump sum price and no additional measurement shall be made.

All potholing associated with the bid items herein shall be considered included in the bid items included in this section and no additional compensation will be made.

Restoration of facilities destroyed or damaged during construction shall be considered incidental to the bid items included in this section and no additional compensation will be made.

Coordination of service connections with Puget Sound Energy and any necessary permits and fees associated with the service connections shall be considered incidental to the bid items included herein and no additional compensation will be made.

Coordination of luminaire installation with WSDOT and any necessary permits and fees associated with construction of the illumination system in WSDOT right-of-way shall be considered incidental to the bid items included herein and no additional compensation will be made.

Use of a vacuum truck for excavation, including potholing associated with installation of equipment specified herein, shall be considered included in the bid items included herein and no additional compensation will be made.

Temporary lighting, if provided to accommodate the Contractor’s operations, shall be included in the lump sum price for the respective Illumination System and no additional compensation shall be made.

Temporary traffic signal system modifications to accommodate construction phasing is included in the lump sum price for Project Temporary Traffic Control (1-10) and no additional compensation will be made.

Removal of existing street lighting and traffic signal equipment is included in the lump sum price for Removal of Structures and Obstructions (2-02) and no additional compensation will be made.

Installation of conduit, wiring, and modifications to the existing City of Tumwater sign lighting shall be included in the “Illumination System – City of Tumwater, Complete” bid item and no additional measurement shall be made.

Installation of conduit and wiring for the City irrigation cabinet the intersection of 6th Ave SW and Trosper Rd SW shall be included in the “City Illumination System, Complete” bid item

and no additional measurement shall be made. All other associated works shall be per Irrigation Systems (8-03) of these Special Provisions.

8-20.5 Payment

(******)
Supplement this section with the following:

"Illumination System – City of Tumwater, Complete", lump sum

"Illumination System - WSDOT, Complete", lump sum

"RRFB System at Trosper Rd & 6th Ave SW, Complete", lump sum

"RRFB System at Trosper Rd & Capitol Blvd, Complete", lump sum

The lump sum Contract price for "Illumination System _____, Complete" in the Proposal shall be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to the complete installation of the illumination system including but not limited to luminaire poles and arms, LED luminaires, foundations, electrical service cabinet, conduit, wiring, junction boxes, adjusting junction boxes to grade, excavation, backfilling, restoring facilities destroyed or damaged during construction, testing, as-built plans and all other components necessary to make a complete system.

The lump sum Contract price for "RRFB System at _____, Complete" in the Proposal shall be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to the complete installation of the RRFB system including but not limited to RRFB system, push buttons, signs, poles, foundations, conduit, wiring, junction boxes, excavation, backfilling, restoring facilities destroyed or damaged during construction, testing, as-built plans and all other components necessary to make a complete system.

END OF SECTION

8-21 PERMANENT SIGNING

8-21.2 Materials

Roadside Sign Structures

Section 9-06.16 is supplemented with the following:

(January 3, 2011)
Perforated Steel Square Sign Post System
Where noted in the Plans, steel sign post systems shall be square, pre-punched galvanized steel tubing, that are NCHRP 350 Test Level 3 Certified and FHWA approved. The steel sign post system shall include all anchor sleeves, and other hardware required for a complete sign installation.

System Acceptance
Systems listed in the current QPL will be accepted per the QPL approval code. Systems not listed in the QPL will be accepted based on a Supplier's Certificate of Compliance. The Supplier's Certificate of Compliance will be a contract specific letter from the supplier stating the system is NCHRP 350 Test Level 3 compliant.

Hardware

Section 9-28.11 is supplemented with the following:

(August 3, 2015)
Locknuts shown in the Plans specifying a locknut or locknut with nylon insert shall conform to one of the following:

1. ANCO Pin Locknut, with stainless steel locking pin, as manufactured by Lok-Mor, Inc.

2. Tri-lock Locknut, as manufactured by Lok-Mor, Inc.

3. Grade DH or 2H hex or heavy hex nuts conforming to one of the ASTM material specifications in the Locknut category of the Hardware table of this Section may be modified by installing a nylon insert washer. A minimum of 60-percent of the original number of threads shall meet the requirements of the applicable ASTM material specification after insertion of the nylon insert washer.

4. Hex or heavy hex nuts conforming to one of the ASTM material specifications in the Locknut category of the Hardware table of this Section may be modified by adding one of the following products to a minimum of one-half of the internal threads of the nut and the entire exterior top surface of the nut:

   a. Nylok Blue Torq-Patch Locknut.

   b. Nylok Precote 30.

   c. ND Patch 360 Ring Patch.

   The nuts with any of the three listed products are permitted for a single use only and shall have a maximum of two nut widths of thread extending beyond the nut after installation.

The alternatives to locknuts specified in Standard Plans G-90.20, G-90.30, and J-75.41 are deleted and replaced with the four options specified above.

Sign Support Structures

Section 9-28.14 is supplemented with the following:

(September 8, 2020)
Manufacturers for Steel Roadside Sign Supports
The Standard Plans lists several steel sign support types. These supports are patented devices and many are sole-source. All of the sign support types listed below are acceptable when shown in the Plans.

Steel Sign Support Type	Manufacturer
Type TP-A & TP-B	Transpo Industries, Inc.
Type PL, PL-T & PL-U	Northwest Pipe Co.
Type AS	Transpo Industries, Inc.
Type AP	Transpo Industries, Inc.
Type ST 1, ST 2, ST 3, & ST 4	Ultimate Highway Solutions, Inc., Allied Tube & Conduit Corp. (Mechanical Division), Trinity Highway Products, LLC.
Type SB-1, SB-2, & SB-3	Ultimate Highway Solutions, Inc., Xcessories Squared Development and Manufacturing Incorporated, Trinity Highway Products, LLC.

8-22 Pavement Marking

8-22.3 Construction Requirements

(August 2016, Tumwater GSP)

8-22.3(1) Preliminary Spotting

Delete the first sentence and add the following:

> All referencing and layout of channelization shall be completed by the Contractor and reviewed by the City. The City may provide assistance with initial layout where questions arise. The Contractor shall reference existing striping prior to work where necessary. In general, unless otherwise noted on the plans, pavement marking impacted by the new improvements will be replaced with the existing channelization layout.

8-22.4 Measurement

The fourth and fifth paragraphs of Section 8-22.4 are revised to read:

(January 10, 2022)
Wide dotted circulating lane line, wide solid lane line, strong lane line, wide edge line, wide lane line, wide broken lane line, double wide lane line, wide dotted lane line, and wide dotted extension line will be measured by the completed linear foot as “Painted Wide Line”, “Plastic Wide Line”, “Profiled Plastic Wide Line”, Profiled Embossed Wide Line”, or “Grooved Plastic Wide Line”.

The measurement for “Painted Wide Line”, “Plastic Wide Line”, “Profiled Plastic Wide Line”, “Profiled Embossed Wide Line”, or “Grooved Plastic Wide Line” will be based on the total

length of each 8-inch wide line installed. No deduction will be made for the unmarked area when the marking includes a broken or dotted line.

8-22.5 Payment

(August 2016, Tumwater GSP)

Section 8-22.5 shall be amended by the following:

Delete all removal pay items. Removal of existing pavement markings and lines located outside of planing areas will be incidental to other items of work.

There is no bid item for “Plastic Bicycle Lane Symbol” in the project. The cost to furnish all labor, material, equipment, and incidentals to install the “Plastic Bicycle Lane Symbol” will be paid under bid item “Plastic Traffic Arrow”, per each.

DIVISION 9
MATERIALS

9-03 AGGREGATES

9-03.11 Streambed Aggregates

9-03.11(4) Landscape Boulder

(******)
Section 9-03.11(4) is supplemented with the following:

Boulders shall be “Columbia Granite” as available from Black Lake Landscape Supply, Tumwater WA (360-951-0999) or approved equal.

9-03.14 Select Borrow

9-03.14(1) Gravel Borrow

(******)
Section 9-03.14(1) is supplemented with the following:

Select granular fill must consist of well-graded sand and gravel or crushed rock with a maximum particle size of 6 inches and less than 5 percent fines by weight based on the minus ¾-inch fraction.

9-03.14(2) Select Borrow

(******)
Section 9-03.14(2) is supplemented with the following:

9-03.14 (Borrow) is suitable for use as select granular fill, provided that the fines content is less than 5 percent (based on the minus ¾-inch fraction).

9-03.21 Recycled Material

9-03.21(1) General Requirements

9-03.21(1)E Table on Maximum Allowable percent (By Weight) of Recycled Material
(November 2019, Tumwater GSP)

Revise the table as follows:

Revise allowable recycled material for items related to 9-03.8, 9-03.9, 9-03.12, and 9-03.13 to zero (0). Use of recycled material for all other items is at the discretion of the Engineer. Bids shall be based on processed mineral aggregate not previously incorporated into other work.

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.1 Materials Submittals and Acceptance

9-14.1(1) Topsoil Type A

(******)
Section 9-14.1(1) Topsoil Type A shall be supplemented by the following:

Topsoil Type A shall be composed of a three way winter mix consisting of:

2 parts	Soil
2 parts	Compost
3 parts	Sand

Soil shall be classified as gravelly sand, well-graded sand, poorly graded sand, or silty sand.

Compost shall be a weed free well decomposed, humus-like material derived from the decomposition of grass clippings, leaves, branches, wood, and other organic materials. Compost shall be produced at a permitted solid waste composting facility (Composts containing shavings, cedar sawdust, or straw will not be permitted.

Sand shall consist of 100 percent passing the 3/8 inch sieve, minimum 95 percent passing the #4 sieve, and maximum of 5 percent passing the #100 sieve.

Topsoil shall meet the following requirements:

Screen Size (approximate particle size)	5/8” maximum
Maturity measure (C:N ratio)	30:1
Total Nitrogen	0.5% minimum
PH range	5.5-8.0
Foreign matter by dry weight	1% maximum

The Contractor shall provide a sample of the topsoil and a laboratory analysis with recommendations from the laboratory for desired additives for the Engineers approval. The Contractor shall incorporate any additives recommended by the laboratory.

9-14.2 Seed

(******)
Section 9-14.2 is supplemented with the following:

There shall be two different types of mixes used on this project and all shall be certified. The list of approved seed varieties are shown in the tables below. They shall be applied at the given rates.

Woody Seed Mix shall be applied at 50 lbs. per acre:

Kind and Variety of Seed	Percent By Weight
Oregon Grape	20%
Bearberry	20%
Salal	15%
West Cascade Wildflower Mix	45%

West Cascade Wildflower Mix shall be supplied Silver Falls Seed Company or approved equal. Lawn Mix shall be applied at 200 lbs per acre:

Kind and Variety of Seed	Percent By Weight	Minimum Pure Seed	Minimum Germination	Maximum Weed Seed
Equal Mix 3-Perennial Ryegrasses	60%	98%	90%	0.5%
One Chewing Fine Fescue	20%	98%	90%	0.5%
One Creeping Red Fescue	20%	98%	90%	0.5%

PERENNIAL RYEGRASSES

Hawkeye	Catalina II	Gator 3	Kokomo
Admire	All Star 2	Applaud	Mach 1
SR 4420	Amazing	Repell III	SR 4220
Brightstar SLT	Pentium	Grand Slam	Pennant II
Manhattan 4	Brightstar II	Cathedral II	Charger II
Elfkin	Inspire	Line Drive	Pinnacle II
Pizzazz	Promise	Seville II	Terradyne

FINE FESCUES

Creeping Red

Salsa	Cindy	Jasper	Salem
Flyer			

Chewing

Tiffany	Shadow II	Treazure E	Longfellow
Weekend	Tamara	Enjoy	Victory
Bridgeport	Shadow W/Endo	Proformer	Southport
Bargreen	Jamestown II		

9-14.3 Fertilizer

(******)

Section 9-14.3 is supplemented with the following:

Fertilizer shall be 1 pound nitrogen from ammonium sulfate, 0.5 pound water insoluble organic nitrogen, 2 pounds of phosphorous, and 2 pounds of potassium per 1,000 square feet, or a 10-20-20 turf fertilizer mix at 435 pounds per acre with 60 pounds of water insoluble organic nitrogen per acre.

Fertilizer for Trees and Shrubs shall be granular, tablet, or spikes applied at a rate recommended by the manufacturer for the size of the plant or as directed by the Engineer. Fertilizer shall be a 20-10-5 plant mix with 7% water soluble organic nitrogen and 13% water insoluble organic nitrogen or as approved by the Engineer. All trees shall have an application of beneficial mycorrhizal fungi applied at time of planting in accordance with the manufacturer's recommendations. Mycorrhizal fungi shall be ROOTS' Transplant 1-Step by Verdicon, Inc. or approved equal.

9-29 ILLUMINATION, SIGNALS, ELECTRICAL

9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes

(September 3, 2019 WSDOT GSP)

Section 9-29.2 is supplemented with the following:

Slip-Resistant Surfacing for Junction boxes, Cable Vaults, and Pull Boxes

Where slip-resistant junction boxes, cable vaults, or pull boxes are required, each box or vault shall have slip-resistant surfacing material applied to the steel lid and frame of the box or vault. Where the exposed portion of the frame is ½ inch wide or less, slip-resistant surfacing material may be omitted from that portion of the frame.

Slip-resistant surfacing material shall be identified with a permanent marking on the underside of each box or vault lid where it is applied. The permanent marking shall be formed with a mild steel weld bead, with a line thickness of at least 1/8 inch. The marking shall include a two character identification code for the type of material used and the year of manufacture or application. The following materials are approved for application as slip-resistant material, and shall use the associated identification codes:

1. Harsco Industrial IKG, Mebac #1 – Steel: **M1**
2. W.S. Molnar Co., SlipNOT Grade 3 – Coarse: **S3**
3. Thermion, SafTrax TH604 Grade #1 – Course: **T1**

9-33 Geosynthetic Properties

9-23.2(1) Geotextile Properties

In locations where extra excavation is required due to unsuitable soils, Construction Geotextile for Soil Stabilization shall be placed above suitable compacted subgrade as determined by the Engineer, prior to installation of Select Borrow fill soil. Construction Geotextile for Soil Stabilization shall meet the requirements of Table 3 in Section 9-23.2(1).

END OF SECTION

Appendices
(January 2, 2012)

The following appendices are attached and made a part of this contract:

*** APPENDIX A:
Washington State Prevailing Wages

APPENDIX B:
Stormwater Pollution Prevention Plan (SWPPP).
***

(January 10, 2022)
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 13, 2021, is made a part of this contract.

The Standard Plans are revised as follows:

B-90.40
Valve Detail – DELETED

C-8
DELETED

C-8A
DELETED

C-20.10
Note 1: “Refer to Standard Plan C-1b and C-20.11 for additional details not shown on this plan.” is revised to read: “Refer to Standard Plan C-1b for additional details not shown on this plan.”

C-60.10
Sheet 1, ADD Note: NOTE: STEEL WELDED WIRE REINFORCEMENT DEFORMED FOR CONCRETE MAY BE SUBSTITUTED FOR REINFORCING STEEL IN ACCORDANCE WITH STANDARD SPECIFICATION, SECTION 6-10.3

Sheet 2, New Note 5: The connecting pin may be fabricated with a forged head as shown on Standard Plan C-60.15."

C-60.80
DELETED

C-85.16
DELETED

C-85.20
DELETED

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40
Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45
Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10
STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20
STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30
STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

G-90.11
DELETED

G-90.40
DELETED

J-10.16
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.17
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.18
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-20.26
Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton post.”

J-20.16
View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10
Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ THREE REQ’D. PER ASSEMBLY” IS REVISED TO READ: “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ FOUR REQ’D. PER ASSEMBLY”
Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR.. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam. Torque Clamping Bolts (see Note 3)” is revised to read; “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam. Torque Clamping Bolts (see Note 1)”
Detail F, callout, “3/4” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Four Required (See Note 4)” is revised to read; “3/4” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Three Required (See Note 2)”

J-21.15
Partial View, callout, was – LOCK NIPPLE ~ 1 ½” DIAM., is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

J-21.16
Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15
Ramp Meter Signal Standard, elevation, dimension 4’ - 6” is revised to read; 6’-0”
(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½” DIAM. is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

J-40.10
Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 12” S. S. FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2” (IN) S. S. FLAT WASHER”

J-40.36
Note 1, second sentence; ”Finish shall be # 2B for backbox and # 4 for the cover.” Is revised to read; ”Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37
Note 1, second sentence; ”Finish shall be # 2B for backbox and # 4 for the cover.” Is revised to read; ”Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20
Key Notes, note 16, second bullet point, was: “1/2” (IN) x 0.45” (IN) Stainless Steel Bands”, add the following to the end of the note: “Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware.”

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-50.10-01……..8/17/21
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-50.40-01……..8/17/21
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.10-03.....12/23/14
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.20-03.....12/23/14
A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	A-60.30-01.....6/28/18
A-30.30-01.....6/16/11	A-40.50-02.....12/23/14	A-60.40-00.....8/31/07

B-5.20-03.....9/9/20
B-5.40-02.....1/26/17
B-5.60-02.....1/26/17
B-10.20-02.....3/2/18
B-10.40-02.....8/17/21
B-10.70-02……8/17/21
B-15.20-01.....2/7/12
B-15.40-01.....2/7/12
B-15.60-02.....1/26/17
B-20.20-02.....3/16/12
B-20.40-04.....2/27/18
B-20.60-03.....3/15/12
B-25.20-02.....2/27/18
B-25.60-02.....2/27/18
B-30.05-00……..9/9/20
B-30.10-03.....2/27/18
B-30.15-00……..2/27/18
B-30.20-04.....2/27/18
B-30.30-03.....2/27/18
B-30.40-03.....2/27/18
B-30.50-03.....2/27/18
B-30.60-00……..9/9/20
B-30.70-04.....2/27/18
B-30.80-01.....2/27/18
B-30.90-02.....1/26/17
B-35.20-00.....6/8/06
B-35.40-00.....6/8/06
B-40.20-00.....6/1/06
B-40.40-02.....1/26/17
B-45.20-01.....7/11/17
B-45.40-01.....7/21/17
B-50.20-00.....6/1/06
B-55.20-03.....8/17/21
B-60.20-02.....9/9/20
B-60.40-01.....2/27/18
B-65.20-01.....4/26/12
B-65.40-00.....6/1/06
B-70.20-00.....6/1/06
B-70.60-01.....1/26/17
B-75.20-03.....8/17/21
B-75.50-01.....6/10/08
B-75.60-00.....6/8/06
B-80.20-00.....6/8/06
B-80.40-00.....6/1/06
B-85.10-01.....6/10/08
B-85.20-00.....6/1/06
B-85.30-00.....6/1/06
B-85.40-00.....6/8/06
B-85.50-01.....6/10/08
B-90.10-00…….6/8/06
B-90.20-00.....6/8/06
B-90.30-00.....6/8/06
B-90.40-01.....1/26/17
B-90.50-00.....6/8/06
B-95.20-02.....8/17/21
B-95.40-01.....6/28/18

1

C-1.....9/9/20
C-1b.....9/9/20
C-1d.....10/31/03
C-2c.....8/12/19
C-4f.....8/12/19
C-6a.....10/14/09
C-7.....6/16/11
C-7a.....6/16/11
C-8.....2/10/09
C-8a.....7/25/97
C-20.10-07.....8/20/21
C-20.14-04.....8/12/19
C-20.15-02.....6/11/14
C-20.18-03.....8/12/19
C-20.40-08.....8/20/21
C-20.41-03.....8/20/21
C-20.42-05.....7/14/15
C-20.45.02.....8/12/19
C-22.16-07.....9/16/20
C-22.40-08.....9/16/20
C-22.45-05.....9/16/20
C-23.60-04.....7/21/17
C.24.10-02.....8/12/19
C-25.20-07.....8/20/21
C-25.22-06.....8/20/21
C-25.26-05.....8/20/21
C-25.30-01…….8/20/21
C-25.80-05.....8/12/19
C-60.10-01…….9/24/20
C-60.15-00……..8/17/21
C-60.20-00……9/24/20
C-60.30-01……8/17/21
C-60.40-00……..8/17/21
C-60.45-00……..8/17/21
C-60.50-00……..8/17/21
C-60.60-00……..8/17/21
C-60.70-00……9/24/20
C-60.80-00……..8/17/21
C-70.15-00……..8/17/21
C-70.10-03.....8/20/21
C-75.10-02.....9/16/20
C-75.20-03.....8/20/21
C-75.30-03.....8/20/21
C-80.10-02.....9/16/20
C-80.20-01.....6/11/14
C-80.30-02.....8/20/21
C-80.40-01.....6/11/14
C-85.10-00.....4/8/12
C-85.11-01.....9/16/20
C-85.15-02.....8/27/21
C-85-18-02.....8/20/21

2

D-2.04-00.....11/10/05
D-2.06-01.....1/6/09
D-2.08-00.....11/10/05
D-2.32-00.....11/10/05
D-2.34-01.....1/6/09
D-2.36-03.....6/11/14
D-2.46-02……8/13/21
D-2.60-00.....11/10/05
D-2.62-00.....11/10/05
D-2.64-01.....1/6/09
D-2.66-00.....11/10/05
D-2.80-00.....11/10/05
D-2.84-00.....11/10/05
D-2.88-00.....11/10/05
D-2.92-00.....11/10/05
D-3.09-00.....5/17/12
D-3.10-01……5/29/13
D-3.11-03……6/11/14
D-3.15-02……6/10/13
D-3.16-02……5/29/13
D-3.17-02……5/9/16
D-4.....12/11/98
D-10.10-01.....12/2/08
D-10.15-01.....12/2/08
D-10.20-01.....8/7/19
D-10.25-01.....8/7/19
D-10.30-00.....7/8/08
D-10.35-00.....7/8/08
D-10.40-01.....12/2/08
D-10.45-01.....12/2/08

D-2.68-00.....11/10/05
D-6.....6/19/98

1

E-1.....2/21/07
E-2.....5/29/98
E-4.....8/27/03
E-4a.....8/27/03

2

F-10.12-04.....9/24/20
F-10.16-00.....12/20/06
F-10.18-02.....9/24/20
F-10.40-04.....9/24/20
F-10.42-00.....1/23/07
F-10.62-02.....4/22/14
F-10.64-03.....4/22/14
F-30.10-04.....9/25/20
F-40.12-03.....6/29/16
F-40.14-03.....6/29/16
F-40.15-04.....9/25/20
F-40.16-03.....6/29/16
F-45.10-03.....8/13/21
F-80.10-04.....7/15/16

3

G-10.10-00.....9/20/07
G-20.10-03.....8/20/21
G-22.10-04.....6/28/18
G-24.10-00.....11/8/07
G-24.20-01.....2/7/12
G-24.30-02.....6/28/18
G-24.40-07.....6/28/18
G-24.50-05.....8/7/19
G-24.60-05.....6/28/18
G-25.10-05.....9/16/20
G-26.10-00……7/31/19
G-30.10-04.....6/23/15
G-50.10-03.....6/28/18
G-90.10-03……7/11/17
G-90.20-05……7/11/17
G-90.30-04……7/11/17
G-95.10-02.....6/28/18
G-95.20-03.....6/28/18
G-95.30-03.....6/28/18

4

H-10.10-00.....7/3/08
H-10.15-00.....7/3/08
H-30.10-00.....10/12/07
H-32.10-00.....9/20/07
H-60.10-01.....7/3/08
H-60.20-01.....7/3/08
H-70.10-02.....8/17/21
H-70.20-02.....8/17/21

5

I-10.10-01.....8/11/09
I-30.10-02.....3/22/13
I-30.15-02.....3/22/13
I-30.16-01.....7/11/19
I-30.17-01.....6/12/19
I-30.20-00.....9/20/07
I-30.30-02.....6/12/19
I-30.40-02.....6/12/19
I-30.60-02.....6/12/19
I-40.10-00.....9/20/07
I-40.20-00.....9/20/07
I-50.20-01.....6/10/13
I-60.10-01.....6/10/13
I-60.20-01.....6/10/13
I-80.10-02.....7/15/16

6

J-10.....7/18/97
J-10.10-04……9/16/20
J-10.12-00……9/16/20
J-10.14-00……9/16/20
J-10.15-01.....6/11/14
J-10.16-02……8/18/21
J-10.17-02……8/18/21
J-10.18-02……8/18/21
J-10.20-04……8/18/21
J-10.21-02……8/18/21
J-10.22-02.....8/18/21
J-10.25-00……7/11/17
J-12.15-00……6/28/18
J-12.16-00……6/28/18
J-15.10-01.....6/11/14
J-15.15-02……7/10/15
J-20.10-04.....7/31/19
J-20.11-03.....7/31/19
J-20.15-03.....6/30/14
J-28.40-02.....6/11/14
J-28.42-01.....6/11/14
J-28.43-01.....6/28/18
J-28.45-03.....7/21/16
J-28.50-03.....7/21/16
J-28.60-03.....8/27/21
J-28.70-03.....7/21/17
J-29.10-01.....7/21/16
J-29.15-01.....7/21/16
J-29.16-02.....7/21/16
J-30.10-00……6/18/15
J-40.05-00……7/21/16
J-40.10-04……4/28/16
J-40.20-03……4/28/16
J-40.30-04……4/28/16
J-40.35-01……5/29/13
J-40.36-02……7/21/17
J-40.37-02……7/21/17
J-40.38-01.....5/20/13
J-60.13-00…….6/16/10
J-60.14-01……7/31/19
J-75.10-02……7/10/15
J-75.20-01……7/10/15
J-75.30-02…….7/10/15
J-75.41-01……6/29/16
J-75.45-02……6/1/16
J-80.10-01……8/18/21
J-80.12-00……8/18/21
J-80.15-00……6/28/18
J-81.10-02……8/18/21
J-81.12-00……9/3/21
J-86.10-00……6/28/18
J-90.10-03…….6/28/18
J-90.20-03…….6/28/18
J-90.21-02……6/28/18
J-90.50-00……6/28/18

J-20.16-02.....6/30/14
J-20.20-02.....5/20/13
J-20.26-01.....7/12/12
J-21.10-04.....6/30/14
J-21.15-01.....6/10/13
J-21.16-01.....6/10/13
J-21.17-01.....6/10/13
J-21.20-01.....6/10/13
J-22.15-02.....7/10/15
J-22.16-03.....7/10/15
J-26.10-03…..7/21/16
J-26.15-01…..5/17/12
J-26.20-01…..6/28/18
J-27.10-01…..7/21/16
J-27.15-00…..3/15/12
J-28.10-02.....8/7/19
J-28.22-00.....8/07/07
J-28.24-02.....9/16/20
J-28.26-01.....12/02/08
J-28.30-03.....6/11/14
J-40.39-00……5/20/13
J-40.40-02……7/31/19
J-45.36-00……7/21/17
J-50.05-00……7/21/17
J-50.10-01…….7/31/19
J-50.11-02…….7/31/19
J-50.12-02…….8/7/19
J-50.13-00…….8/22/19
J-50.15-01…….7/21/17
J-50.16-01…….3/22/13
J-50.18-00…….8/7/19
J-50.19-00…….8/7/19
J-50.20-00…….6/3/11
J-50.25-00…….6/3/11
J-50.30-00…….6/3/11
J-60.05-01…….7/21/16
J-60.11-00…....5/20/13
J-60.12-00…....5/20/13

1

K-70.20-01.....6/1/16
K-80.10-02.....9/25/20
K-80.20-00.....12/20/06
K-80.32-00……8/17/21
K-80.34-00……8/17/21
K-80.35-01.....9/16/20
K-80.37-01.....9/16/20

2

L-10.10-02.....6/21/12
L-20.10-03.....7/14/15
L-30.10-02.....6/11/14
L-40.15-01.....6/16/11
L-40.20-02.....6/21/12
L-70.10-01.....5/21/08
L-70.20-01.....5/21/08

3

M-1.20-04.....9/25/20
M-1.40-03.....9/25/20
M-1.60-03.....9/25/20
M-1.80-03.....6/3/11
M-2.20-03.....7/10/15
M-2.21-00……..7/10/15
M-3.10-04.....9/25/20
M-3.20-03.....9/25/20
M-3.30-04.....9/25/20
M-3.40-04.....9/25/20
M-3.50-03.....9/25/20
M-5.10-03.....9/25/20
M-7.50-01.....1/30/07
M-9.50-02.....6/24/14
M-9.60-00……..2/10/09
M-11.10-03.....8/7/19
M-12.10-02……9/25/20
M-15.10-01.....2/6/07
M-17.10-02.....7/3/08
M-20.10-03.....9/25/20
M-20.20-02.....4/20/15
M-20.30-04.....2/29/16
M-20.40-03.....6/24/14
M-20.50-02.....6/3/11
M-24.20-02.....4/20/15
M-24.40-02.....4/20/15
M-24.60-04.....6/24/14
M-24.65-00……7/11/17
M-24.66-00……7/11/17
M-40.10-03.....6/24/14
M-40.20-00.....10/12/07
M-40.30-01.....7/11/17
M-40.40-00.....9/20/07
M-40.50-00.....9/20/07
M-40.60-00.....9/20/07
M-60.10-01.....6/3/11
M-60.20-03.....8/17/21
M-65.10-03.....8/17/21
M-80.10-01.....6/3/11
M-80.20-00.....6/10/08
M-80.30-00.....6/10/08

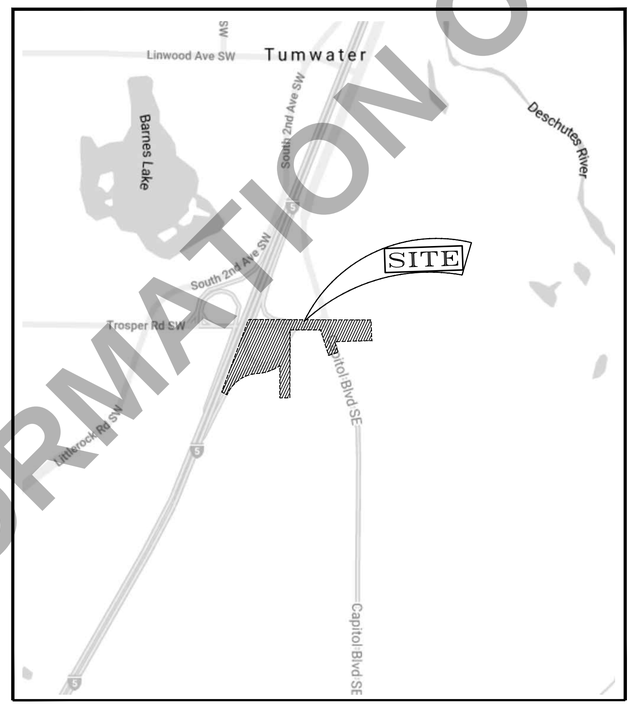
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I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

TIB PROJECT No. 8-5-196(018)-1

THE FOLLOWING PLAN SHEETS ARE ONLY FOR THE WORK THAT IS BEING COMPLETED WITHIN WSDOT RIGHT-OF-WAY.

CITY OF TUMWATER



VICINITY MAP

NOT TO SCALE

INDEX TO DRAWINGS

SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
1	CV-01	COVER PAGE
2	LN-01	LEGEND AND NOTES
3-5	AL	CONSTRUCTION ALIGNMENT PLAN
6-8	AL	FLOW LINE FACE OF CURB ALIGNMENT PLAN
9-18	XS	TYPICAL SECTIONS
19-26	ER	EROSION AND SEDIMENT CONTROL PLAN
27-34	DM	DEMOLITION PLAN
35-54	PP	ROADWAY PLAN AND PROFILE
55-64	PP	RAB CURB RETURN PLAN AND PROFILES
65	PP-31	LINE-X SITE AND STORM PLAN
66	PP	PAVING PLAN DETAILS
67-71	SS	SANITARY SEWER PLAN AND PROFILE
72-73	SSD	SANITARY SEWER DETAILS
74-84	WA	WATER PLAN AND PROFILE
85-100	PV	CURB RAMPS
101	PV-17	BUS STOP PLAN
102-105	ID	ISLAND DETAILS
106-120	SD	STORM DRAINAGE PLAN AND PROFILES
121-122	SD	STORM DRAINAGE STANDARD PLAN AND DETAILS
123-126	SD	POND PLAN AND PROFILES
127-128	SD	WSDOT CAVFS
129-135	CH	CHANNELIZATION PLANS
136-143	SN	SIGNING PLANS
144-150	SND	SIGN SCHEDULE AND DETAILS
151-158	IL	ILLUMINATION PLANS
159-176	CP	CONSTRUCTION PHASING PLAN
177-184	TC	WSDOT TEMPORARAY TRAFFIC CONTROL PLAN
185-191	TC	TEMPORARY TRAFFIC CONTROL PLAN
192-201	LS	LANDSCAPE PLANS
202-209	IR	IRRIGATION PLANS
210-214	UT	JOINT UTILITY TRENCH PLAN

PSE SCHEDULE 74 PLANS

2XX - 2XX	JUT	SCHEDULE 74 JOINT UTILITY TRENCH

PSE SCHEDULE 74 PLANS CONTAIN BOTH WORK TO BE COMPLETED BY THE CONTRACTOR AND OTHERS. SEE SPECIAL PROVISIONS SECTION 2-13 OF THE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION PERTAINING TO ALLOCATION OF WORK.

SCJ ALLIANCE
CONSULTING SERVICES

SKILLINGS

MAYOR

DEBBIE SULLIVAN

COUNCIL MEMBERS

MICHAEL ALTHAUSER
JOAN CATHEY
LEATTA DAHLHOFF
ANGELA JEFFERSON
CHARLIE SCHNEIDER
PETER AGABI
EILEEN SWARTHOUT

CITY ADMINISTRATOR

JOHN DOAN

DIRECTOR OF TRANSPORTATION AND ENGINEERING

BRANDON HICKS, PE

APPROVED FOR CONSTRUCTION

FOR INFORMATION ONLY

CV-01

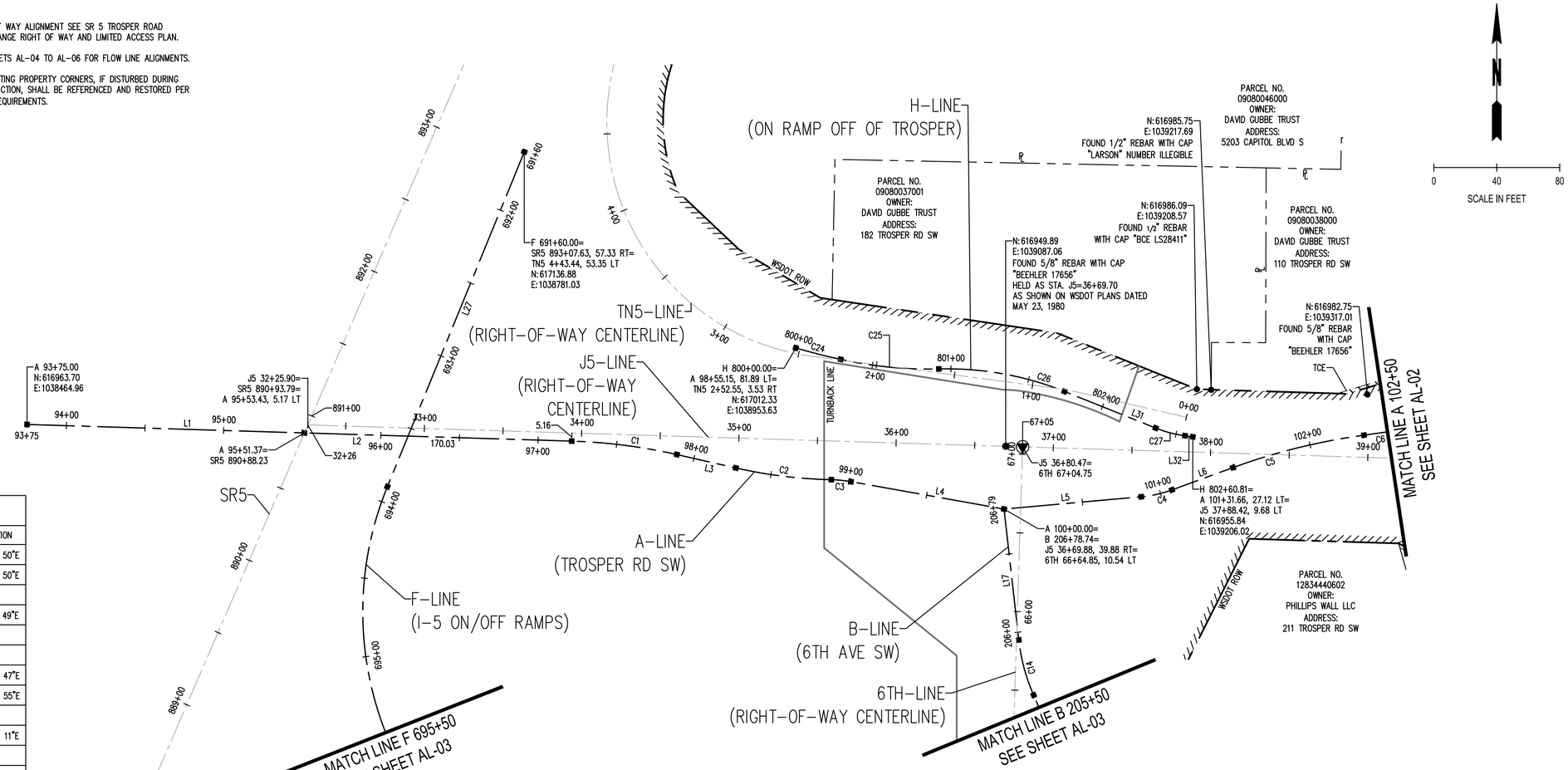
File: 0625.25 CV-01.dwg Path: N:\Projects\0625 City of Tumwater\0625.25 Capitol Blvd Trosper Intersection Improvements\CAD\ Plotted by: sam.rowswell Date: 03-Jun-22 8:09:01am

LEGEND

- RIGHT-OF-WAY
- PROPERTY LINE
- WSDOT LIMITED ACCESS
- SECTION LINE
- RIGHT-OF-WAY CENTERLINE
- CONSTRUCTION CENTERLINE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MONUMENT IN CASE (SURVEY MONUMENTS)
- BRASS CAP MONUMENT
- INSTALL BRASS DISK MONUMENT
- PC/PT/PCC/PRC OF CONSTRUCTION AND FLOW LINE/FACE OF CURB ALIGNMENTS
- SECTION CORNER
- SECTION QUARTER CORNER

NOTE:

1. RIGHT OF WAY ALIGNMENT SEE SR 5 TROSPER ROAD INTERCHANGE RIGHT OF WAY AND LIMITED ACCESS PLAN.
2. SEE SHEETS AL-04 TO AL-06 FOR FLOW LINE ALIGNMENTS.
3. ALL EXISTING PROPERTY CORNERS, IF DISTURBED DURING CONSTRUCTION, SHALL BE REFERENCED AND RESTORED PER DNR'S REQUIREMENTS.



A-LINE, TROSPER RD SW

Number	ALIGNMENT	PC STATION	PI STATION	PT STATION	DELTA	RADIUS	TANGENT	LENGTH	DIRECTION
L1	A	93+75.00		95+51.37				176.37	S88° 14' 50"E
L2	A	95+51.37		97+21.40				170.03	S88° 14' 50"E
C1	A	97+21.40	97+55.26	97+88.91	11°03'01"	350.00	33.86	67.50	
L3	A	97+88.91		98+27.35				38.44	S77° 11' 49"E
C2	A	98+27.35	98+58.08	98+88.60	11°37'01"	302.10	30.73	61.25	
C3	A	98+88.60	98+94.88	99+01.12	8°58'04"	80.00	6.27	12.52	
L4	A	99+01.12		100+00.00				98.88	S79° 50' 47"E
L5	A	100+00.00		100+87.54				87.54	N84° 52' 55"E
C4	A	100+87.54	100+97.66	101+07.65	14°57'44"	77.00	10.11	20.11	
L6	A	101+07.65		101+48.93				41.28	N69° 55' 11"E
C5	A	101+48.93	101+92.07	102+34.87	12°22'49"	397.73	43.14	85.94	
C6	A	102+34.87	102+46.50	102+58.14	1°18'43"	1016.27	11.64	23.27	
C7	A	102+58.14	102+71.96	102+85.56	17°51'29"	88.00	13.83	27.43	
L7	A	102+85.56		103+98.95				113.39	S81° 09' 13"E
L8	A	103+98.95		105+17.06				118.11	S86° 58' 57"E
C8	A	105+17.06	105+19.19	105+21.33	1°13'20"	200.00	2.13	4.27	
L9	A	105+21.33		107+85.37				264.05	S88° 12' 17"E
C9	A	107+85.37	108+37.20	108+66.31	90°55'24"	51.00	51.83	80.93	
L10	A	108+66.31		109+47.01				80.70	S2° 43' 07"W
L11	A	109+47.01		109+54.75				7.74	S2° 43' 07"W
L12	A	109+54.75		109+80.00				25.25	S2° 43' 07"W

H-LINE, ON RAMP OFF OF TROSPER

Number	ALIGNMENT	PC STATION	PI STATION	PT STATION	DELTA	RADIUS	TANGENT	LENGTH	DIRECTION
C24	H	800+00.00	800+14.73	800+29.45	4°26'24"	380.00	14.73	29.45	
C25	H	800+29.45	800+61.03	800+92.29	14°11'32"	253.68	31.58	62.84	
C26	H	800+92.29	801+33.71	801+73.98	23°24'16"	200.00	41.43	81.70	
L31	H	801+73.98		802+36.43				62.45	S68° 08' 40"E
C27	H	802+36.43	802+46.17	802+55.81	14°13'55"	77.99	9.74	19.37	
L32	H	802+55.81		802+60.81				5.00	S82° 07' 09"E

BASIS OF BEARINGS:

WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD83/11 PER TIES TO MONUMENTS SHOWN ON CAPITOL BLVD/TROSPER RD INTERSECTION IMPROVEMENT PROJECT FOR CITY OF TUMWATER, WA BY DAVID EVANS AND ASSOCIATES DATED MAY 11, 2016.

DATUM:

NGVD 29 BASED ON DIFFERENTIAL LEVEL SURVEY METHODS BETWEEN THE FOLLOWING MONUMENTS:

THURSTON COUNTY CONTROL POINT # 973, BRASS DISK IN MONUMENT CASE AT INTERSECTION OF CAPITOL BLVD AND T ST. , EL. 179.98'

WSDOT MONUMENT 4P34005-24, BRASS DISK IN SIDEWALK AT THE NORTHEAST CORNER OF THE TROSPER RD AND I-5, EL. 184.02'.

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 AL-01

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

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CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

CONSTRUCTION ALIGNMENT PLAN

DRAWING No.: AL-01

SHEET No.: 3 OF 214

Jun 03, 2022, 8:11:45am - User: sam.rowswell
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B–LINE, 6TH AVE SW

Number	ALIGNMENT	PC STATION	PI STATION	PT STATION	DELTA	RADIUS	TANGENT	LENGTH	DIRECTION
L13	B	200+00.00		201+96.14				196.14	N1° 48' 01"E
C10	B	201+96.14	202+12.84	202+29.52	6°22'30"	300.00	16.71	33.38	
L14	B	202+29.52		202+54.24				24.72	N4° 34' 29"W
C11	B	202+54.24	202+65.78	202+77.23	12°28'18"	105.62	11.54	22.99	
L15	B	202+77.23		203+82.71				105.48	N7° 53' 49"E
L16	B	203+82.71		204+58.14				75.43	N24° 45' 23"E
C12	B	204+58.14	204+83.25	205+06.36	39°27'53"	70.00	25.11	48.22	
C13	B	205+06.36	205+32.52	205+58.57	9°06'53"	328.25	26.16	52.22	
C14	B	205+58.57	205+76.94	205+95.03	17°24'18"	120.00	18.37	36.45	
L17	B	205+95.03		206+78.74				83.71	N6° 25' 05"W

D–LINE, LEE ST SW

Number	ALIGNMENT	PC STATION	PI STATION	PT STATION	DELTA	RADIUS	TANGENT	LENGTH	DIRECTION
C28	D	394+00.00	394+91.21	395+73.23	44°19'07"	223.96	91.21	173.23	

F–LINE, I–5 ON/OFF RAMPS

Number	ALIGNMENT	PC STATION	PI STATION	PT STATION	DELTA	RADIUS	TANGENT	LENGTH	DIRECTION
L27	F	691+60.00		693+89.85				229.85	S22° 15' 00"W
C20	F	693+89.85	696+59.02	697+71.32	104°04'42"	210.00	269.17	381.47	
C21	F	697+71.32	698+41.34	699+10.73	13°18'45"	600.00	70.02	139.41	
C22	F	699+10.73	699+40.93	699+70.84	13°46'35"	250.00	30.20	60.11	
L28	F	699+70.84		700+00.00				29.16	S81° 21' 52"E

G–LINE, I–5 OFF RAMP EOP

Number	ALIGNMENT	PC STATION	PI STATION	PT STATION	DELTA	RADIUS	TANGENT	LENGTH	DIRECTION
L29	G	43+00.00		45+98.36				298.36	N27° 11' 26"E
C23	G	45+98.36	47+68.65	48+97.35	68°31'23"	250.00	170.29	298.99	
L30	G	48+97.35		50+00.00				102.65	S84° 17' 18"E

LEGEND

- RIGHT–OF–WAY
- PROPERTY LINE
- WSDOT LIMITED ACCESS
- SECTION LINE
- RIGHT–OF–WAY CENTERLINE
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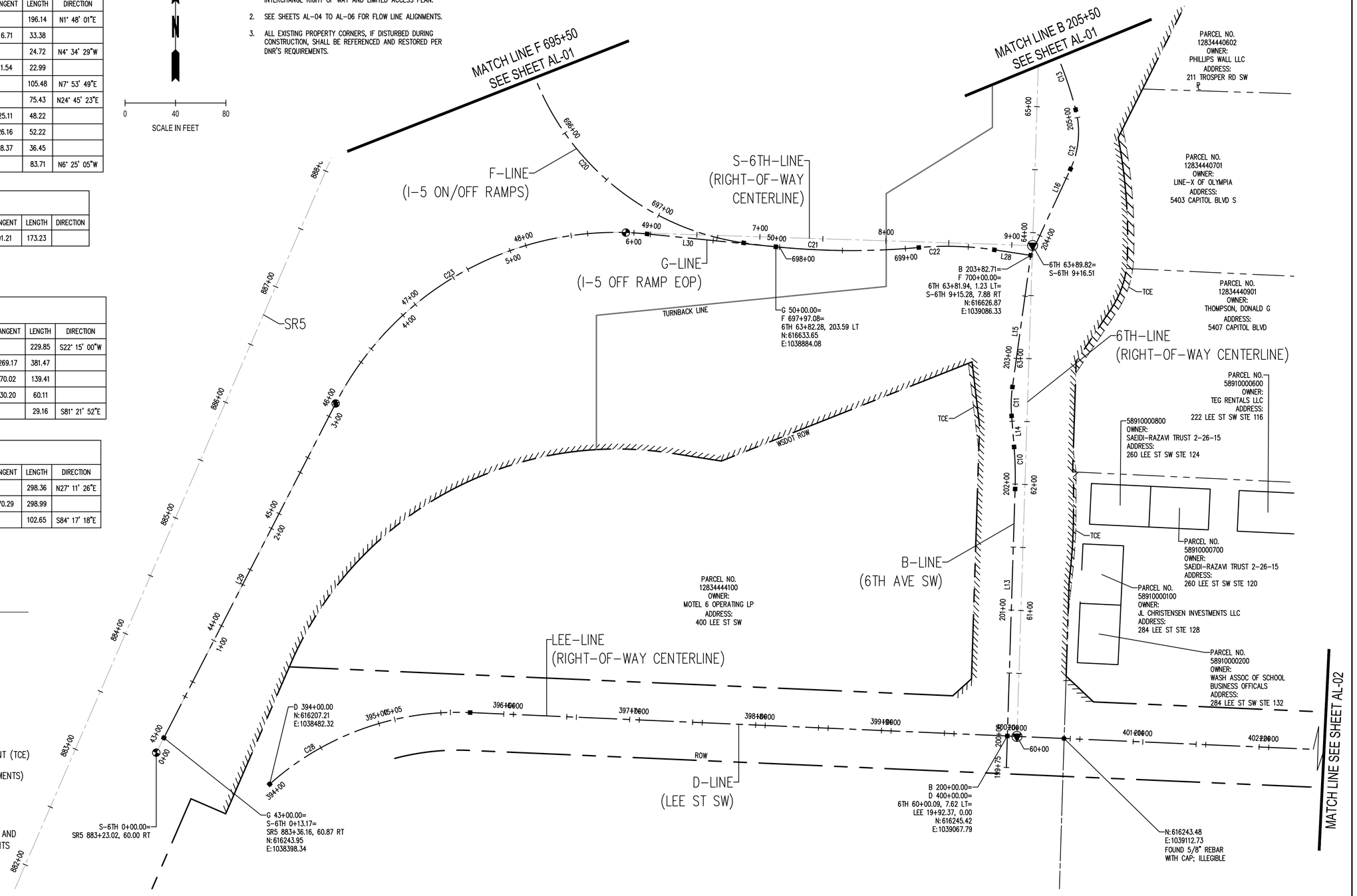
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SCALE IN FEET

NOTE:

1. RIGHT OF WAY ALIGNMENT SEE SR 5 TROSPER ROAD INTERCHANGE RIGHT OF WAY AND LIMITED ACCESS PLAN.
2. SEE SHEETS AL–04 TO AL–06 FOR FLOW LINE ALIGNMENTS.
3. ALL EXISTING PROPERTY CORNERS, IF DISTURBED DURING CONSTRUCTION, SHALL BE REFERENCED AND RESTORED PER DNR'S REQUIREMENTS.



REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 AL-01

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

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CITY OF TUMWATER

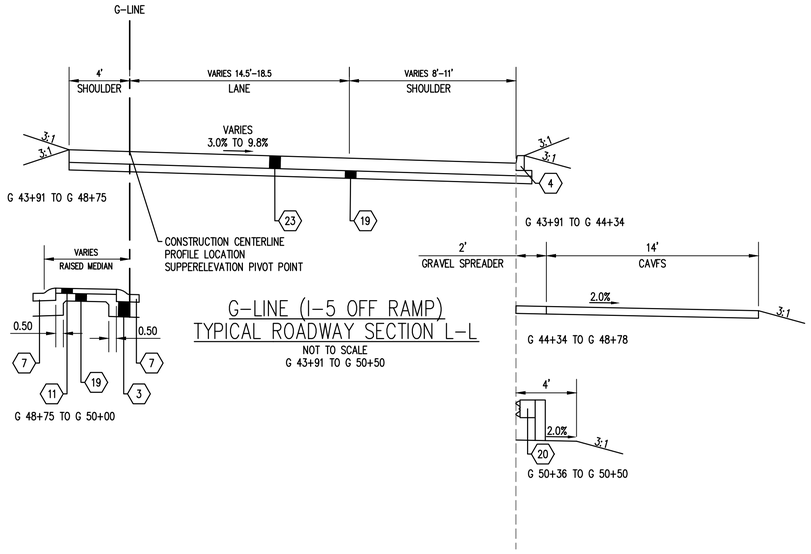
PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

DRAWING No.: AL-03

SHEET No.: 5 OF 214

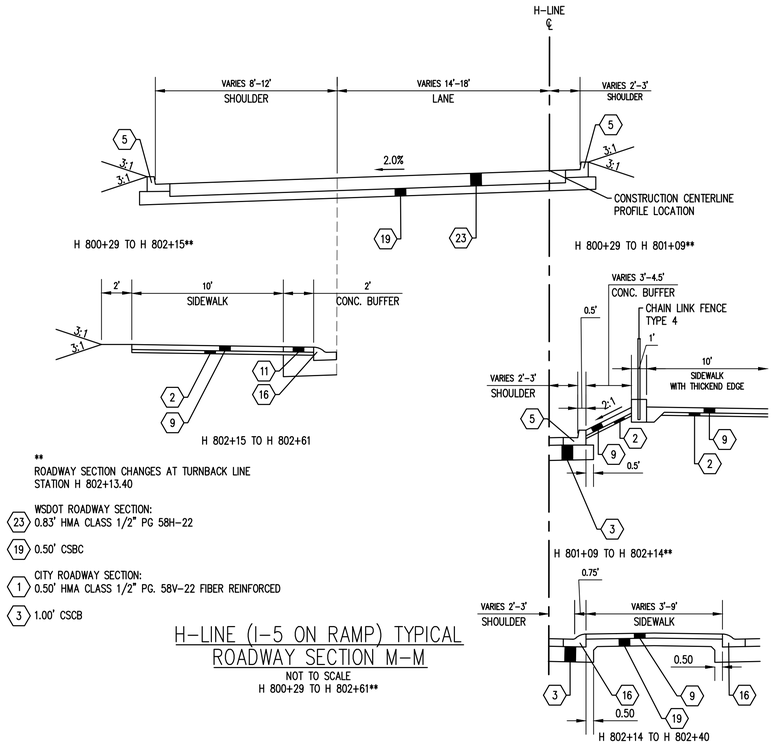
CONSTRUCTION ALIGNMENT PLAN

Jun 03, 2022 - 8:12:24pm - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25 AL-01.DWG



G-LINE (I-5 OFF RAMP) TYPICAL ROADWAY SECTION L-L

NOT TO SCALE
G 43+91 TO G 50+50



**
ROADWAY SECTION CHANGES AT TURNBACK LINE
STATION H 802+13.40

23 WSDOT ROADWAY SECTION:
0.83' HMA CLASS 1/2" PG 58H-22

19 0.50' CSBC

1 CITY ROADWAY SECTION:
0.50' HMA CLASS 1/2" PG. 58V-22 FIBER REINFORCED

3 1.00' CSCB

H-LINE (I-5 ON RAMP) TYPICAL ROADWAY SECTION M-M

NOT TO SCALE
H 800+29 TO H 802+61**

ROADWAY SECTION KEY NOTES:

1. 0.50' HMA CLASS 1/2" PG. 58V-22 FIBER REINFORCED (2 LIFTS OF 0.25', 0.25').
2. 0.20' CRUSHED SURFACING TOP COURSE (CSTC) WSDOT STAND SPEC 9-03.9(3).
3. 1.00' CRUSHED SURFACING BASE COURSE (CSBC) WSDOT STAND SPEC 9-03.9(3).
4. CEMENT CONCRETE TRAFFIC CURB (CURB) (PER STANDARD PLAN F-10.12-04).
5. CEMENT CONCRETE TRAFFIC CURB AND GUTTER (PER STANDARD PLAN F-10.16-00).
6. ROUNDABOUT TRUCK APRON CEMENT CONCRETE CURB AND GUTTER (PER STANDARD PLAN F-10.18-02).
7. ROUNDABOUT CEMENT CONCRETE CURB AND GUTTER (PER STANDARD PLAN F-10.18-02).
8. ROUNDABOUT CENTRAL ISLAND CEMENT CONCRETE CURB (PER STANDARD PLAN F-10.18-02).
9. 0.33' CEMENT CONCRETE SIDEWALK (SEE SPECIAL PROVISIONS FOR CITY OF TUMWATER STANDARD DETAIL).
10. 0.75' TEXTURED AND PIGMENTED CEMENT CONCRETE TRUCK APRON (SEE SPECIAL PROVISIONS)
11. 0.50' TEXTURED AND PIGMENTED CEMENT CONCRETE MEDIAN AND BUFFER STRIP (SEE SPECIAL PROVISIONS)
12. 0.33' HMA CLASS 1/2" PG. 58V-22 FIBER REINFORCED USE (2) 2" LIFTS.
13. SEE LS SHEETS FOR PLANTER STRIP CONSTRUCTION.
14. 1.00' TOP SOIL, TYPE A.
15. CEMENT CONCRETE PEDESTRIAN CURB (PED CURB) (PER STANDARD PLAN F-10.12-04)
16. ROUNDABOUT CURB AND GUTTER TYPE 2A (CURB 2A) (SEE DETAIL SHEET XS-09).
17. 0.33' TEXTURED AND PIGMENTED CEMENT CONCRETE PAVEMENT (SEE SPECIAL PROVISIONS)
18. 0.80' CRUSHED SURFACING BASE COURSE (CSBC) WSDOT STAND SPEC 9-03.9(3).
19. 0.50' CRUSHED SURFACING BASE COURSE (CSBC) WSDOT STAND SPEC 9-03.9(3).
20. BEAM GUARDRAIL TYPE 31 (PER STANDARD PLAN C-20.10-07)
21. ROUNDABOUT CEMENT CONCRETE CURT AND GUTTER TYPE 2B (CURB 2B) (SEE DETAIL SHEET XS-09).
22. SIDEWALK WITH RAISED EDGE (SEE DETAIL SHEET XS-09).
23. 0.83' HMA CLASS 1/2" PG. 58H-22.

ROADWAY SECTION NOTES:

1. ALL SURFACING AND PAVING DEPTHS ARE COMPACTED DEPTHS
2. NST = NO STEEPER THAN
3. SEE SHEETS PP AND SD FOR ELEVATIONS AT FLOWLINE TO ESTABLISH CROSS SLOPES.
4. GRAVEL BORROW SHALL BE USED FOR FILL MATERIAL AND COMPACTED TO 95% OF THE MAXIMUM DENSITY DETERMINED UNDER THE TEST DESCRIBED IN THE STANDARD SPECIFICATION 2-03.
5. SEE WSDOT STANDARD PLAN A-40.20-04 1/2 INCH CONCRETE ASPHALT BUTT JOINT.

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 XS-01

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER STATE OF WASHINGTON 35872 REGISTERED PROFESSIONAL ENGINEER

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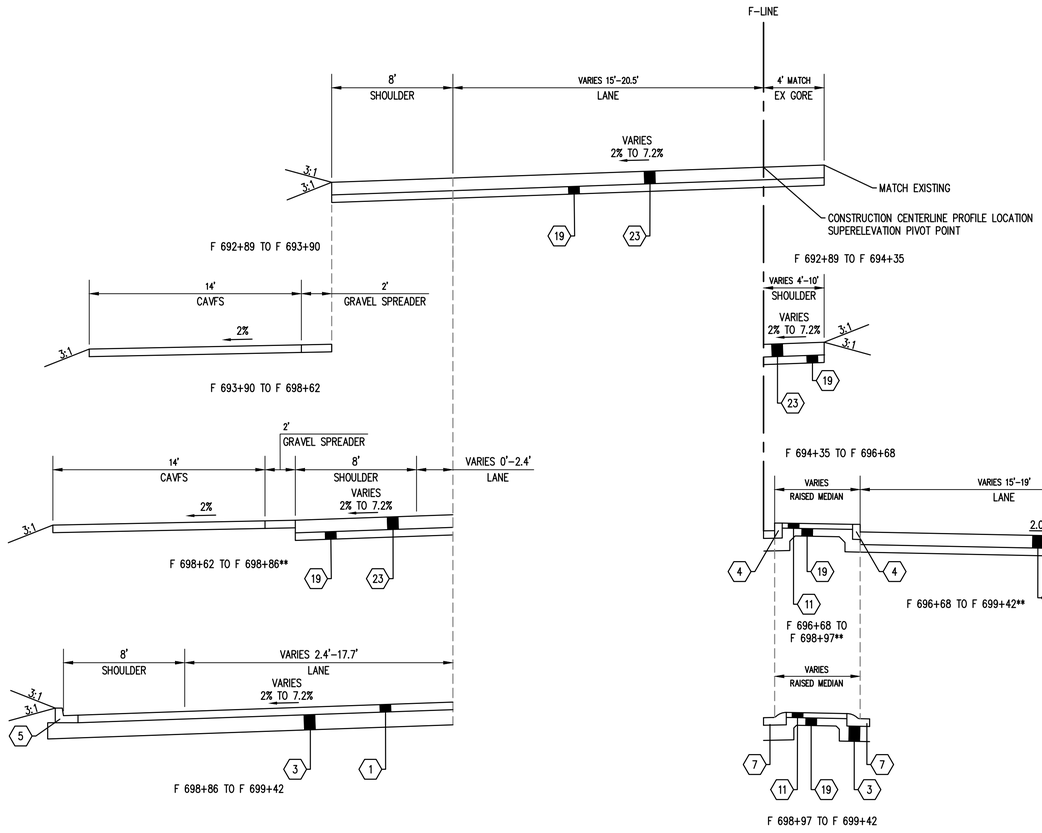
CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

TYPICAL SECTIONS

DRAWING No.: XS-06
SHEET No.: 14 OF 214

Jun 03, 2022 8:17:28am - User: sam.crowsell
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**
ROADWAY SECTION CHANGES AT TURNBACK LINE
STATION F 698+84.73

WSDOT ROADWAY SECTION:
23 0.83' HMA CLASS 1/2" PG 58H–22

19 0.50' CSBC

CITY ROADWAY SECTION:
1 0.50' HMA CLASS 1/2" PG. 58V–22 FIBER REINFORCED

3 1.00' CSCB

F–LINE (I–5 ON RAMP) TYPICAL ROADWAY SECTION N–N

NOT TO SCALE
F 692+89 TO F 699+42**

ROADWAY SECTION KEY NOTES:

1. 0.50' HMA CLASS 1/2" PG. 58V–22 FIBER REINFORCED (2 LIFTS OF 0.25', 0.25').
2. 0.20' CRUSHED SURFACING TOP COURSE (CSTC) WSDOT STAND SPEC 9–03.9(3).
3. 1.00' CRUSHED SURFACING BASE COURSE (CSBC) WSDOT STAND SPEC 9–03.9(3).
4. CEMENT CONCRETE TRAFFIC CURB (CURB) (PER STANDARD PLAN F–10.12–04).
5. CEMENT CONCRETE TRAFFIC CURB AND GUTTER (PER STANDARD PLAN F–10.16–00).
6. ROUNDABOUT TRUCK APRON CEMENT CONCRETE CURB AND GUTTER (PER STANDARD PLAN F–10.18–02).
7. ROUNDABOUT CEMENT CONCRETE CURB AND GUTTER (PER STANDARD PLAN F–10.18–02).
8. ROUNDABOUT CENTRAL ISLAND CEMENT CONCRETE CURB (PER STANDARD PLAN F–10.18–02).
9. 0.33' CEMENT CONCRETE SIDEWALK (SEE SPECIAL PROVISIONS FOR CITY OF TUMWATER STANDARD DETAIL).
10. 0.75' TEXTURED AND PIGMENTED CEMENT CONCRETE TRUCK APRON (SEE SPECIAL PROVISIONS)
11. 0.50' TEXTURED AND PIGMENTED CEMENT CONCRETE MEDIAN AND BUFFER STRIP (SEE SPECIAL PROVISIONS)
12. 0.33' HMA CLASS 1/2" PG. 58V–22 FIBER REINFORCED USE (2) 2" LIFTS.
13. SEE LS SHEETS FOR PLANTER STRIP CONSTRUCTION.
14. 1.00' TOP SOIL, TYPE A.
15. CEMENT CONCRETE PEDESTRIAN CURB (PED CURB) (PER STANDARD PLAN F–10.12–04)
16. ROUNDABOUT CURB AND GUTTER TYPE 2A (CURB 2A) (SEE DETAIL SHEET XS–09).
17. 0.33' TEXTURED AND PIGMENTED CEMENT CONCRETE PAVEMENT (SEE SPECIAL PROVISIONS)
18. 0.80' CRUSHED SURFACING BASE COURSE (CSBC) WSDOT STAND SPEC 9–03.9(3).
19. 0.50' CRUSHED SURFACING BASE COURSE (CSBC) WSDOT STAND SPEC 9–03.9(3).
20. BEAM GUARDRAIL TYPE 31 (PER STANDARD PLAN C–20.10–07)
21. ROUNDABOUT CEMENT CONCRETE CURT AND GUTTER TYPE 2B (CURB 2B) (SEE DETAIL SHEET XS–09).
22. SIDEWALK WITH RAISED EDGE (SEE DETAIL SHEET XS–09).
23. 0.83' HMA CLASS 1/2" PG. 58H–22.

ROADWAY SECTION NOTES:

1. ALL SURFACING AND PAVING DEPTHS ARE COMPACTED DEPTHS
2. NST = NO STEEPER THAN
3. SEE SHEETS PP AND SD FOR ELEVATIONS AT FLOWLINE TO ESTABLISH CROSS SLOPES.
4. GRAVEL BORROW SHALL BE USED FOR FILL MATERIAL AND COMPACTED TO 95% OF THE MAXIMUM DENSITY DETERMINED UNDER THE TEST DESCRIBED IN THE STANDARD SPECIFICATION 2–03.
5. SEE WSDOT STANDARD PLAN A–40.20–04 1/2 INCH CONCRETE ASPHALT BUTT JOINT.

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: -
JOB No.: 0625.25
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CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD
RECONFIGURATION PROJECT

TYPICAL SECTIONS

DRAWING No.: XS-07
SHEET No.: 15 OF 214

Jun 03, 2022 8:17:42am – User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25 XS-01.DWG

GENERAL NOTES

1. CONTRACTOR SHALL ENSURE THAT ALL EROSION CONTROL MEASURES ARE INSTALLED WITHIN EXISTING ROW OR CONSTRUCTION EASEMENT.

N

0 20 40
SCALE IN FEET

WSDOT ROW

1 APPROX. 195 LF

1 APPROX. 250 LF

1 APPROX. 658 LF

A–LINE
(TROSPER RD)

B–LINE
(6TH AVE SW)

TURNBACK LINE

97+00 98+00 99+00 101+00 102+00 206+00

MATCH LINE A 102+00
SEE SHEET ER-02

MATCH LINE B 205+50
SEE SHEET ER-05

WSDOT ROW

EROSION CONTROL NOTES:

1. SILT FENCE SEE WSDOT STD PLAN I–30.15–02.
2. INSTALL COMPOST BERM SEE WSDOT STD PLAN I–80.10–02.
3. INLET PROTECTION PER 8–01.3(9)D.
4. EROSION CONTROL AT CULVERT ENDS SEE WSDOT STD PLAN I–30.20–02.
5. STABILIZED CONSTRUCTION ENTRANCE SEE WSDOT STD PLAN I–80.10–02.
6. BIODEGRADABLE EROSION CONTROL BLANKET SEE WSDOT STD PLAN I–60.10–01. CONTRACTOR MAY PROPOSE OTHER EROSION CONTROL MEASURES AND APPROVED BMPS AS APPROVED BY THE ENGINEER.
7. HIGH VISIBILITY SILT FENCE SEE WSDOT STD PLAN I–30.17–01

LEGEND

- INLET PROTECTION
- EROSTION CONTROL AT CULVERT ENDS
- SILT FENCE
- TREE PROTECTION
- CUT LINE
- FILL LINE
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR
- BIODEGRADABLE EROSION CONTROL BLANKET
- COMPOST BERM
- STABILIZED CONSTRUCTION ENTRANCE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)

KEY MAP

NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 ER-01

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35972 — REGISTERED PROFESSIONAL ENGINEER

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8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
P: 360.352.1465 F: 360.352.1509
SCJALLIANCE.COM

CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD
RECONFIGURATION PROJECT

EROSION AND SEDIMENT CONTROL PLAN

DRAWING No.: ER-01
SHEET No.: 19 OF 214

Jun 03, 2022 8:21:16am – User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25 ER-01.DWG

Item 6I.

EROSION CONTROL NOTES:

1. SILT FENCE SEE WSDOT STD PLAN I-30.15-02.
2. INSTALL COMPOST BERM SEE WSDOT STD PLAN I-80.10-02.
3. INLET PROTECTION PER 8-01.3(9)D.
4. EROSION CONTROL AT CULVERT ENDS SEE WSDOT STD PLAN I-30.20-02.
5. STABILIZED CONSTRUCTION ENTRANCE SEE WSDOT STD PLAN I-80.10-02.
6. BIODEGRADABLE EROSION CONTROL BLANKET SEE WSDOT STD PLAN I-60.10-01. CONTRACTOR MAY PROPOSE OTHER EROSION CONTROL MEASURES AND APPROVED BMPS AS APPROVED BY THE ENGINEER.
7. HIGH VISIBILITY SILT FENCE SEE WSDOT STD PLAN I-30.17-01

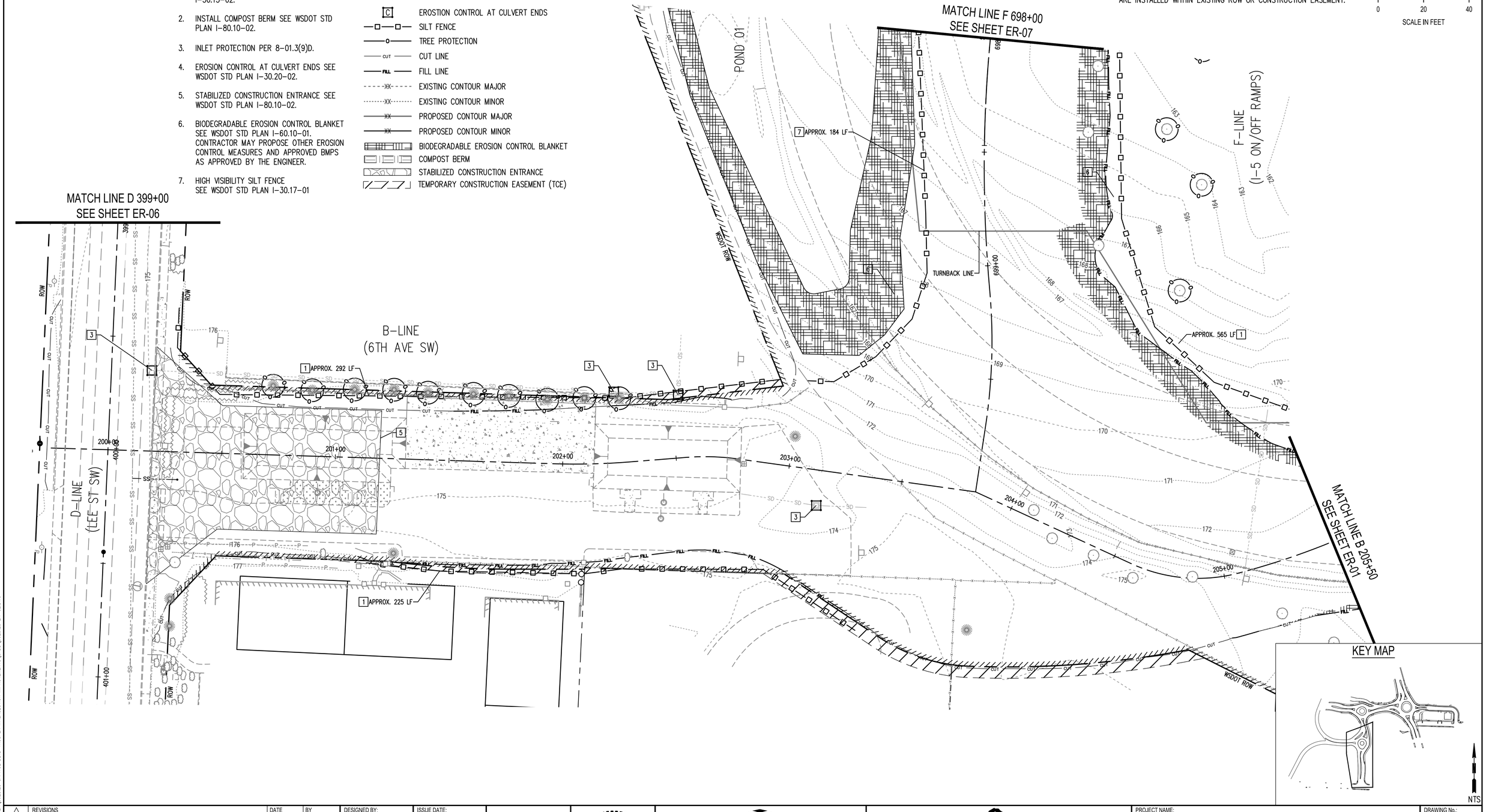
LEGEND

- INLET PROTECTION
- EROSTION CONTROL AT CULVERT ENDS
- SILT FENCE
- TREE PROTECTION
- CUT LINE
- FILL LINE
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR
- BIODEGRADABLE EROSION CONTROL BLANKET
- COMPOST BERM
- STABILIZED CONSTRUCTION ENTRANCE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)

GENERAL NOTES

1. CONTRACTOR SHALL ENSURE THAT ALL EROSION CONTROL MEASURES ARE INSTALLED WITHIN EXISTING ROW OR CONSTRUCTION EASEMENT.

0 20 40
SCALE IN FEET



KEY MAP

NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL	ISSUE DATE: - -
DRAWN BY: J. GRAHAM	JOB No.: 0625.25
CHECKED BY: S. SAWYER	DRAWING FILE No.: 0625.25 ER-02

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

SCJ ALLIANCE
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SCJALLIANCE.COM

CITY OF TUMWATER

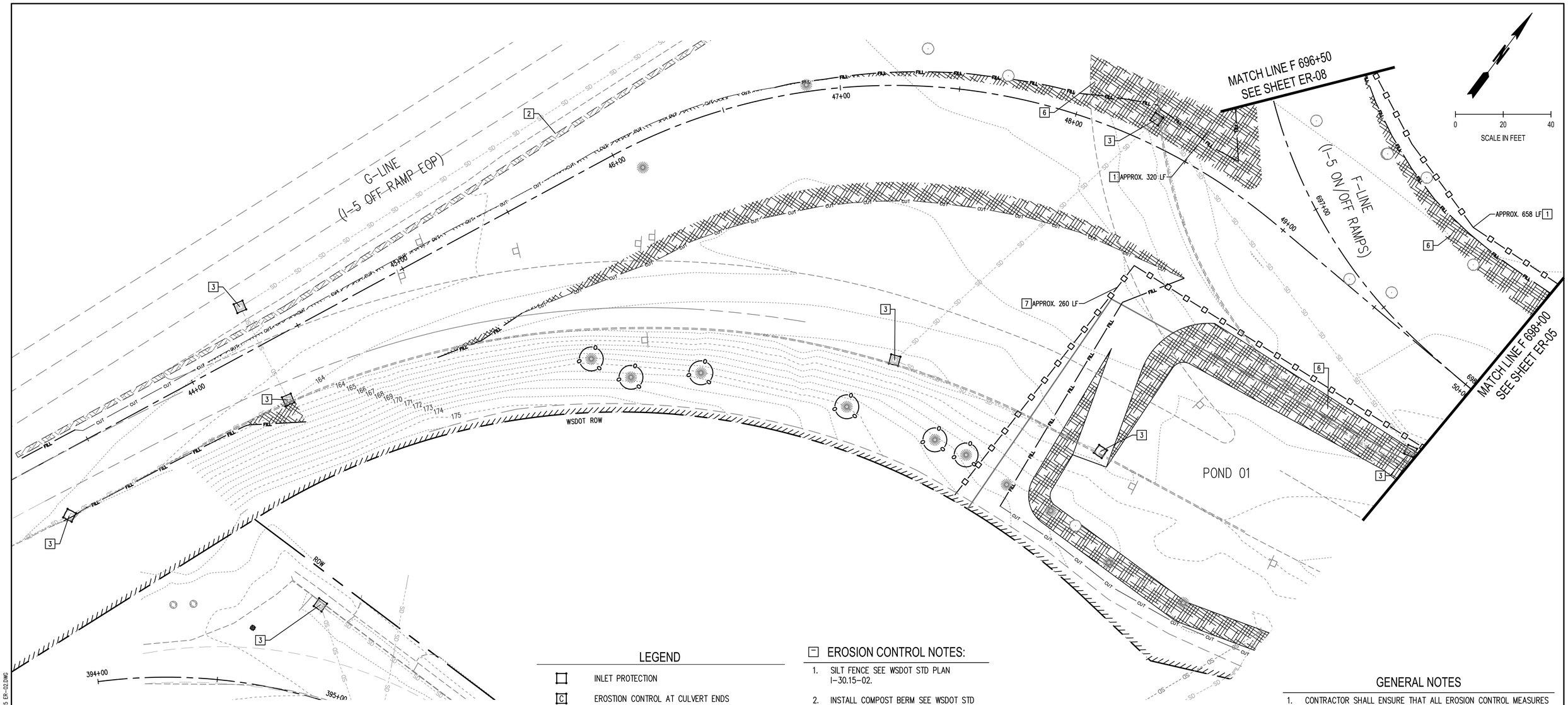
PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD
RECONFIGURATION PROJECT

EROSION AND SEDIMENT CONTROL PLAN

DRAWING No.: ER-05

SHEET No.: 23 OF 214

Jun 03, 2022 - 8:26:16am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25 ER-02.DWG



LEGEND

- INLET PROTECTION
- EROSTION CONTROL AT CULVERT ENDS
- SILT FENCE
- TREE PROTECTION
- CUT LINE
- FILL LINE
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR
- BIODEGRADABLE EROSION CONTROL BLANKET
- COMPOST BERM
- STABILIZED CONSTRUCTION ENTRANCE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)

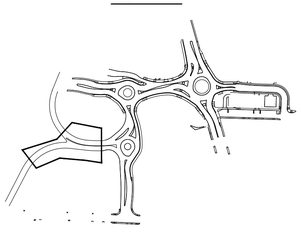
EROSION CONTROL NOTES:

1. SILT FENCE SEE WSDOT STD PLAN I-30.15-02.
2. INSTALL COMPOST BERM SEE WSDOT STD PLAN I-80.10-02.
3. INLET PROTECTION PER 8-01.3(9)D.
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7. HIGH VISIBILITY SILT FENCE SEE WSDOT STD PLAN I-30.17-01

GENERAL NOTES

1. CONTRACTOR SHALL ENSURE THAT ALL EROSION CONTROL MEASURES ARE INSTALLED WITHIN EXISTING ROW OR CONSTRUCTION EASEMENT.

KEY MAP



NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 ER-02

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CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

DRAWING No.: ER-07

SHEET No.: 25 OF 214

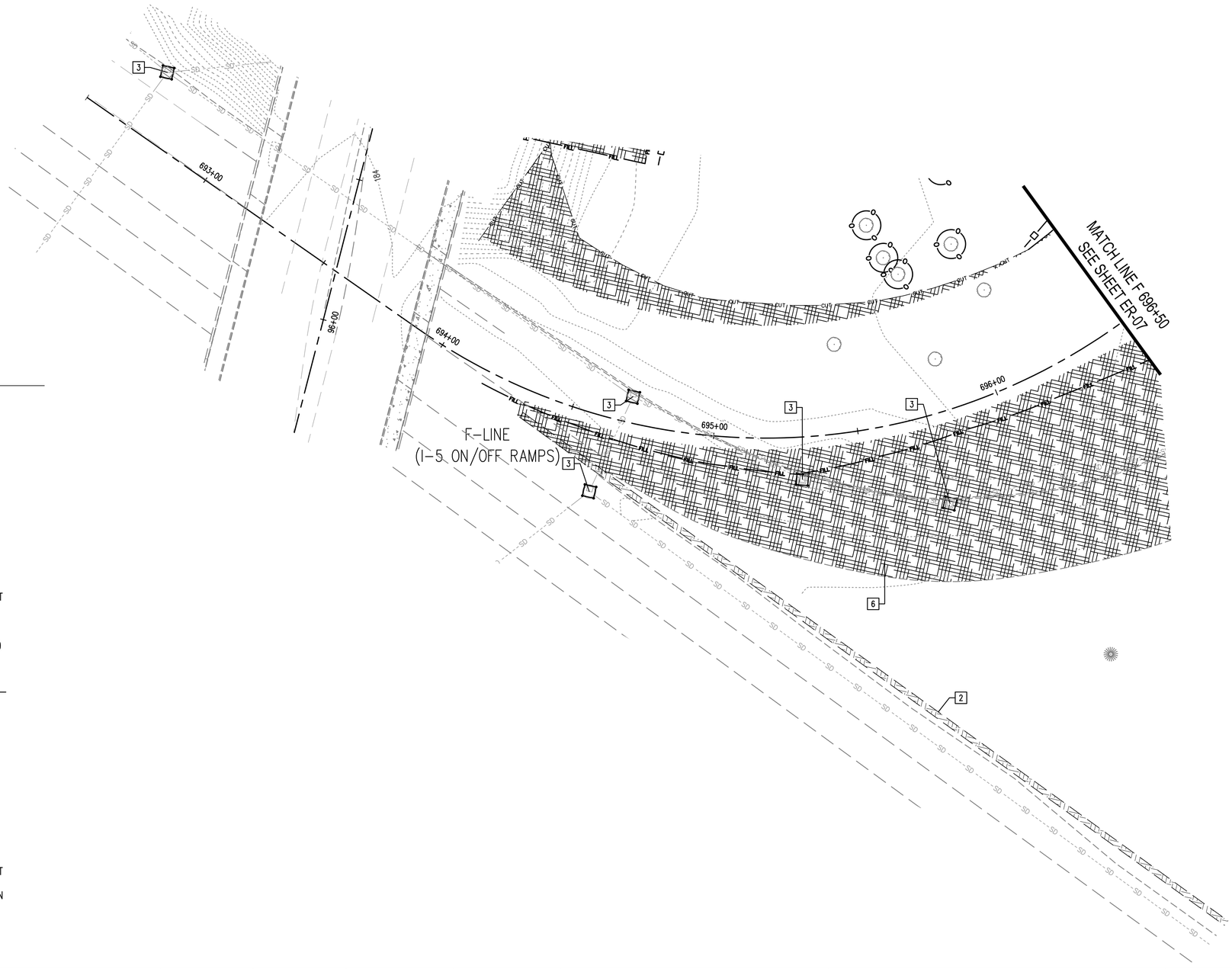
EROSION AND SEDIMENT CONTROL PLAN

Jun 03, 2022 8:27:22am – User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 ER-02.DWG

GENERAL NOTES

1. CONTRACTOR SHALL ENSURE THAT ALL EROSION CONTROL MEASURES ARE INSTALLED WITHIN EXISTING ROW OR CONSTRUCTION EASEMENT.

0 20 40
SCALE IN FEET



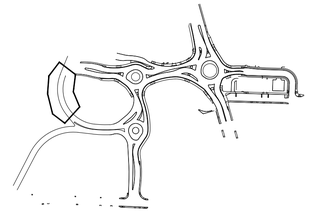
LEGEND

- INLET PROTECTION
- EROSTION CONTROL AT CULVERT ENDS
- SILT FENCE
- TREE PROTECTION
- CUT LINE
- FILL LINE
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
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- PROPOSED CONTOUR MINOR
- BIODEGRADABLE EROSION CONTROL BLANKET
- COMPOST BERM
- STABILIZED CONSTRUCTION ENTRANCE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)

EROSION CONTROL NOTES:

1. SILT FENCE SEE WSDOT STD PLAN I-30.15-02.
2. INSTALL COMPOST BERM SEE WSDOT STD PLAN I-80.10-02.
3. INLET PROTECTION PER 8-01.3(9)D.
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7. HIGH VISIBILITY SILT FENCE SEE WSDOT STD PLAN I-30.17-01

KEY MAP



NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 ER-02

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8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
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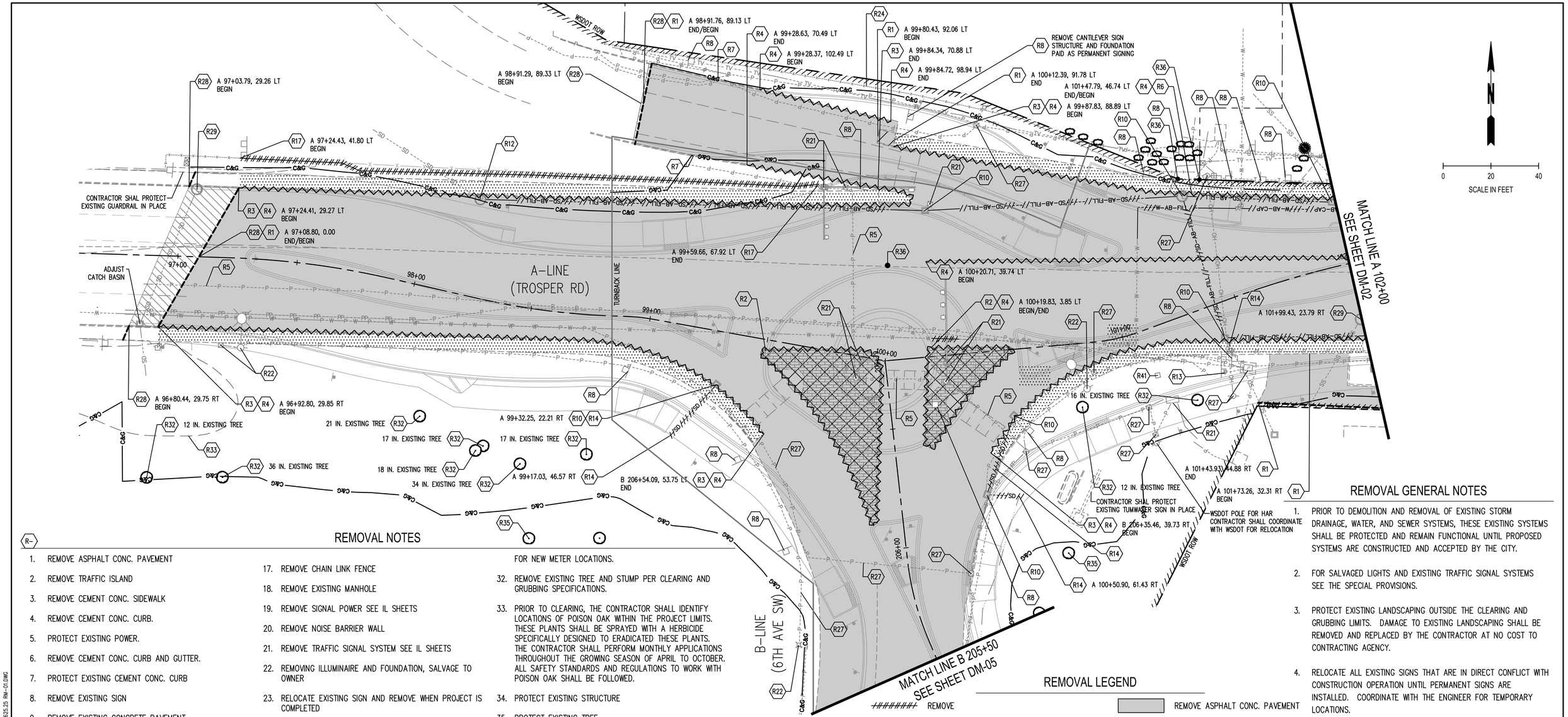
CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

EROSION AND SEDIMENT CONTROL PLAN

DRAWING No.: ER-08
SHEET No.: 26 OF 214

Jun 03, 2022 - 8:27:54am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 ER-02.DWG



REMOVAL NOTES

1. REMOVE ASPHALT CONC. PAVEMENT
2. REMOVE TRAFFIC ISLAND
3. REMOVE CEMENT CONC. SIDEWALK
4. REMOVE CEMENT CONC. CURB.
5. PROTECT EXISTING POWER.
6. REMOVE CEMENT CONC. CURB AND GUTTER.
7. PROTECT EXISTING CEMENT CONC. CURB
8. REMOVE EXISTING SIGN
9. REMOVE EXISTING CONCRETE PAVEMENT
10. REMOVE DRAINAGE STRUCTURE
11. ABANDON EXISTING PIPE IN PLACE. SEE SPECIAL PROVISIONS.
12. INSTALL LOCKING SOLID METAL COVER AND FRAME FOR CATCH BASIN AND ADJUST TO FINISHED GRADE.
13. REMOVE PRIVATE COMMERCIAL SIGN, SALVAGE TO OWNER
14. REMOVE STORM PIPE
15. PROTECT EXISTING CATCH BASIN IN PLACE
16. REMOVE FENCE
17. REMOVE CHAIN LINK FENCE
18. REMOVE EXISTING MANHOLE
19. REMOVE SIGNAL POWER SEE IL SHEETS
20. REMOVE NOISE BARRIER WALL
21. REMOVE TRAFFIC SIGNAL SYSTEM SEE IL SHEETS
22. REMOVING ILLUMINAIRE AND FOUNDATION, SALVAGE TO OWNER
23. RELOCATE EXISTING SIGN AND REMOVE WHEN PROJECT IS COMPLETED
24. PROTECT FENCE
25. REMOVE CEMENT CONC. PAVEMENT
26. CONCRETE PAVEMENT REMOVAL INCL. HAUL
27. PROTECT EXISTING ELECTRICAL SYSTEM, COORDINATE WITH PSE FOR RELOCATION
28. PLANE BITUMINOUS ASPHALT PAVEMENT
29. ADJUST MANHOLE
30. PROTECT GAS VALVE AND ITS APPURTENANCE
31. REMOVE AND RELOCATE WATER METER. SEE WATER SHEETS FOR NEW METER LOCATIONS.
32. REMOVE EXISTING TREE AND STUMP PER CLEARING AND GRUBBING SPECIFICATIONS.
33. PRIOR TO CLEARING, THE CONTRACTOR SHALL IDENTIFY LOCATIONS OF POISON OAK WITHIN THE PROJECT LIMITS. THESE PLANTS SHALL BE SPRAYED WITH A HERBICIDE SPECIFICALLY DESIGNED TO ERADICATED THESE PLANTS. THE CONTRACTOR SHALL PERFORM MONTHLY APPLICATIONS THROUGHOUT THE GROWING SEASON OF APRIL TO OCTOBER. ALL SAFETY STANDARDS AND REGULATIONS TO WORK WITH POISON OAK SHALL BE FOLLOWED.
34. PROTECT EXISTING STRUCTURE
35. PROTECT EXISTING TREE
36. SURVEY MONUMENTS. SEE SPECIAL PROVISIONS SECTION 8-19 MONUMENT.
37. PROTECT EXISTING TELECOMMUNICATION SYSTEM.
38. PROTECT WATER VALVE AND ITS APPURTENANCE.
39. REMOVE MANHOLE
40. REMOVE EXISTING HYDRANT
41. EXISTING TELECOMMUNICATION SYSTEM TO BE RELOCATED BY OTHERS. COORDINATE WITH UTILITY OWNERS FOR SCHEDULE.

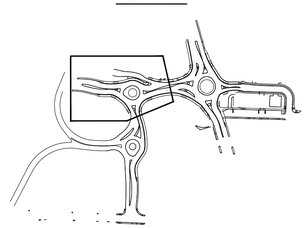
REMOVAL LEGEND

REMOVE	REMOVE ASPHALT CONC. PAVEMENT
PLUG ABANDON PIPE SANITARY SEWER	REMOVE CEMENT CONC. SIDEWALK
FILL ABANDON PIPE SANITARY SEWER	CONCRETE PAVEMENT REMOVAL INCL. HAUL
PLUG ABANDON PIPE STORM SEWER	REMOVE TRAFFIC ISLAND
FILL ABANDON PIPE STORM SEWER	EXISTING TREE
PLUG ABANDON PIPE WATER	TEMPORARY CONSTRUCTION EASEMENT (TCE)
FILL ABANDON PIPE WATER	CLEARING AND GRUBBING
REMOVE CEMENT CONC. CURB/REMOVING CEMENT CONC. CURB AND GUTTER	
LIMITS OF CLEARING AND GRUBBING	
PLANING BITUMINOUS PAVEMENT (0.17')	

REMOVAL GENERAL NOTES

1. PRIOR TO DEMOLITION AND REMOVAL OF EXISTING STORM DRAINAGE, WATER, AND SEWER SYSTEMS, THESE EXISTING SYSTEMS SHALL BE PROTECTED AND REMAIN FUNCTIONAL UNTIL PROPOSED SYSTEMS ARE CONSTRUCTED AND ACCEPTED BY THE CITY.
2. FOR SALVAGED LIGHTS AND EXISTING TRAFFIC SIGNAL SYSTEMS SEE THE SPECIAL PROVISIONS.
3. PROTECT EXISTING LANDSCAPING OUTSIDE THE CLEARING AND GRUBBING LIMITS. DAMAGE TO EXISTING LANDSCAPING SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO COST TO CONTRACTING AGENCY.
4. RELOCATE ALL EXISTING SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION OPERATION UNTIL PERMANENT SIGNS ARE INSTALLED. COORDINATE WITH THE ENGINEER FOR TEMPORARY LOCATIONS.

KEY MAP



NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 RM-01

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER STATE OF WASHINGTON 35872 REGISTERED PROFESSIONAL ENGINEER

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CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

DRAWING No.: DM-01

SHEET No.: 27 OF 214

DEMOLITION PLAN

Jun 03, 2022 8:32:07am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 RM-01.DWG

REMOVAL NOTES

R-

1. REMOVE ASPHALT CONC. PAVEMENT
2. REMOVE TRAFFIC ISLAND
3. REMOVE CEMENT CONC. SIDEWALK
4. REMOVE CEMENT CONC. CURB.
5. PROTECT EXISTING POWER.
6. REMOVE CEMENT CONC. CURB AND GUTTER.
7. PROTECT EXISTING CEMENT CONC. CURB
8. REMOVE EXISTING SIGN
9. REMOVE EXISTING CONCRETE PAVEMENT
10. REMOVE DRAINAGE STRUCTURE
11. ABANDON EXISTING PIPE IN PLACE. SEE SPECIAL PROVISIONS.
12. INSTALL LOCKING SOLID METAL COVER AND FRAME FOR CATCH BASIN AND ADJUST TO FINISHED GRADE.
13. REMOVE PRIVATE COMMERCIAL SIGN, SALVAGE TO OWNER
14. REMOVE STORM PIPE
15. PROTECT EXISTING CATCH BASIN IN PLACE
16. REMOVE FENCE
17. REMOVE CHAIN LINK FENCE
18. REMOVE EXISTING MANHOLE
19. REMOVE SIGNAL POWER SEE IL SHEETS
20. REMOVE NOISE BARRIER WALL
21. REMOVE TRAFFIC SIGNAL SYSTEM SEE IL SHEETS
22. REMOVING ILLUMINAIRE AND FOUNDATION, SALVAGE TO OWNER
23. RELOCATE EXISTING SIGN AND REMOVE WHEN PROJECT IS COMPLETED
24. PROTECT FENCE
25. REMOVE CEMENT CONC. PAVEMENT
26. CONCRETE PAVEMENT REMOVAL INCL. HAUL
27. PROTECT EXISTING ELECTRICAL SYSTEM, COORDINATE WITH PSE FOR RELOCATION
28. PLANE BITUMINOUS ASPHALT PAVEMENT
29. ADJUST MANHOLE
30. PROTECT GAS VALVE AND ITS APPURTENANCE
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37. PROTECT EXISTING TELECOMMUNICATION SYSTEM.
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39. REMOVE MANHOLE
40. REMOVE EXISTING HYDRANT
41. EXISTING TELECOMMUNICATION SYSTEM TO BE RELOCATED BY OTHERS. COORDINATE WITH UTILITY OWNERS FOR SCHEDULE.

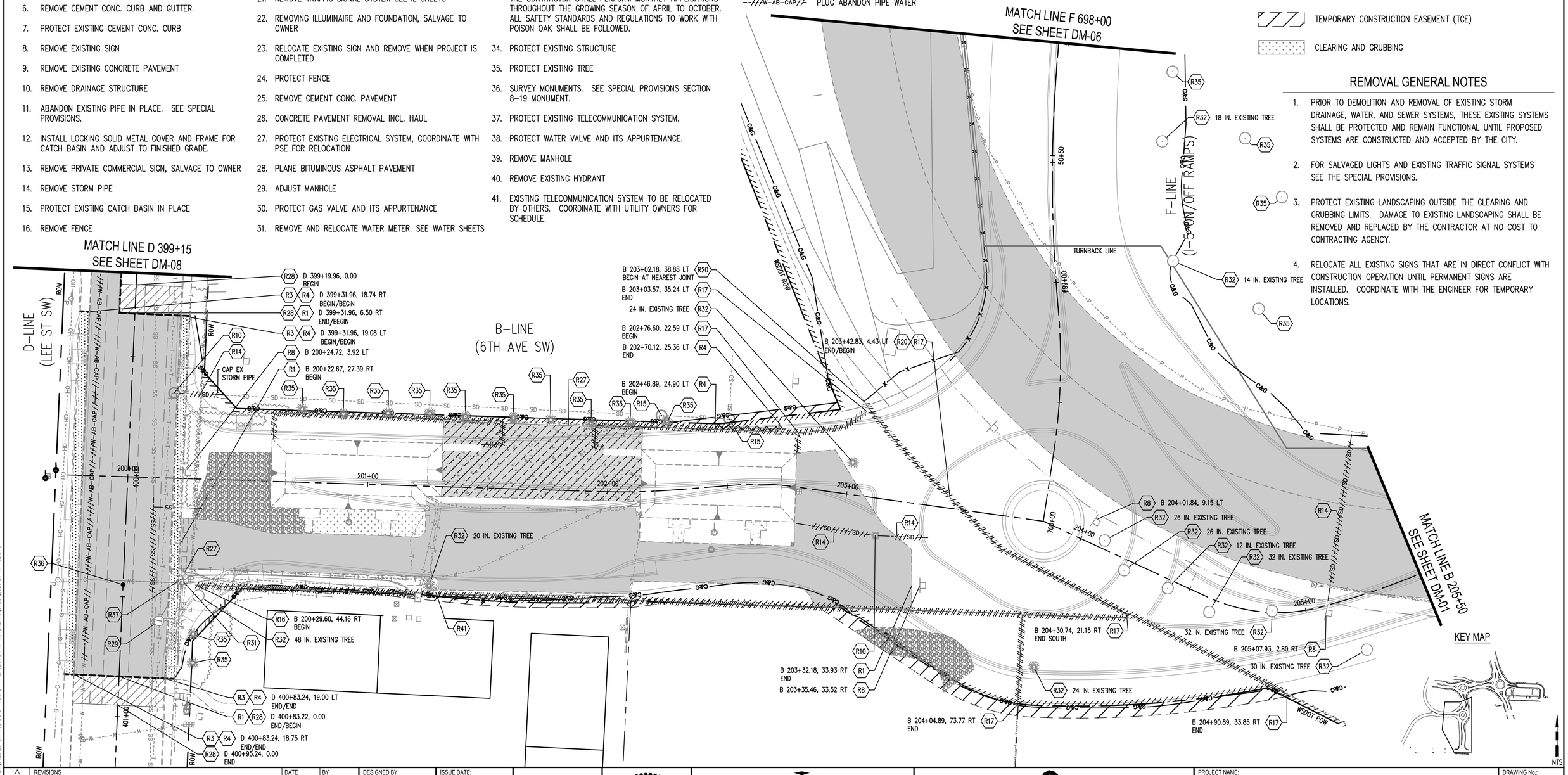
REMOVAL LEGEND

- REMOVE
- PLUG ABANDON PIPE SANITARY SEWER
- FILL ABANDON PIPE SANITARY SEWER
- PLUG ABANDON PIPE STORM SEWER
- FILL ABANDON PIPE STORM SEWER
- PLUG ABANDON PIPE WATER
- FILL ABANDON PIPE WATER
- REMOVE CEMENT CONC. CURB/REMOVING CEMENT CONC. CURB AND GUTTER
- C&G — LIMITS OF CLEARING AND GRUBBING
- PLANING BITUMINOUS PAVEMENT (0.17')
- REMOVE CEMENT CONC. SIDEWALK
- CONCRETE PAVEMENT REMOVAL INCL. HAUL
- REMOVE TRAFFIC ISLAND
- EXISTING TREE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- CLEARING AND GRUBBING

0 20 40 SCALE IN FEET

REMOVAL GENERAL NOTES

1. PRIOR TO DEMOLITION AND REMOVAL OF EXISTING STORM DRAINAGE, WATER, AND SEWER SYSTEMS, THESE EXISTING SYSTEMS SHALL BE PROTECTED AND REMAIN FUNCTIONAL UNTIL PROPOSED SYSTEMS ARE CONSTRUCTED AND ACCEPTED BY THE CITY.
2. FOR SALVAGED LIGHTS AND EXISTING TRAFFIC SIGNAL SYSTEMS SEE THE SPECIAL PROVISIONS.
3. PROTECT EXISTING LANDSCAPING OUTSIDE THE CLEARING AND GRUBBING LIMITS. DAMAGE TO EXISTING LANDSCAPING SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO COST TO CONTRACTING AGENCY.
4. RELOCATE ALL EXISTING SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION OPERATION UNTIL PERMANENT SIGNS ARE INSTALLED. COORDINATE WITH THE ENGINEER FOR TEMPORARY LOCATIONS.



REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL	ISSUE DATE: - -
DRAWN BY: J. GRAHAM	JOB No.: 0625.25
CHECKED BY: S. SAWYER	DRAWING FILE No.: 0625.25 RM-02

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

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8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
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CITY OF TUMWATER

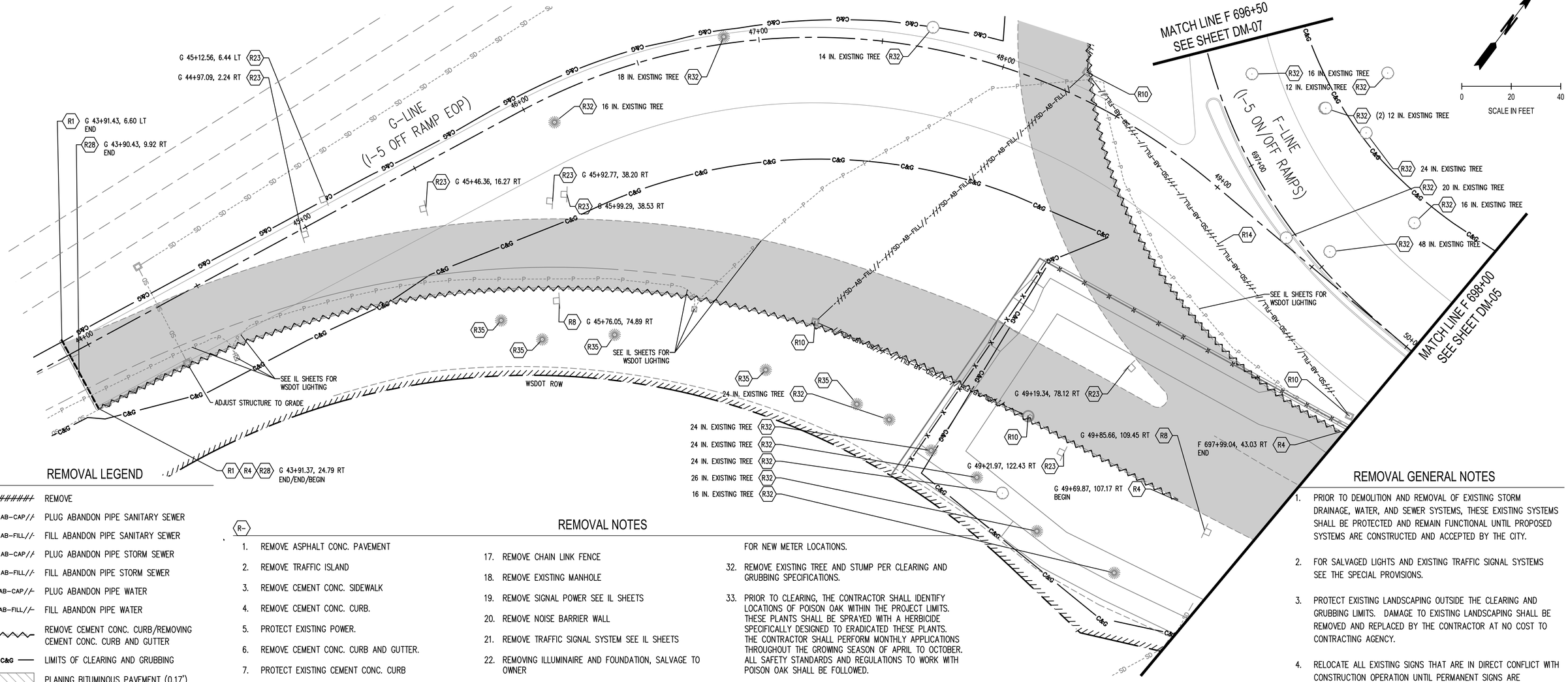
PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

DEMOLITION PLAN

DRAWING No.: DM-05

SHEET No.: 31 OF 214

Jun 03, 2022 8:38:36am – User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 RM-02.DWG



REMOVAL LEGEND

- REMOVE
- PLUG ABANDON PIPE SANITARY SEWER
- FILL ABANDON PIPE SANITARY SEWER
- PLUG ABANDON PIPE STORM SEWER
- FILL ABANDON PIPE STORM SEWER
- PLUG ABANDON PIPE WATER
- FILL ABANDON PIPE WATER
- REMOVE CEMENT CONC. CURB/REMOVING CEMENT CONC. CURB AND GUTTER
- LIMITS OF CLEARING AND GRUBBING
- PLANING BITUMINOUS PAVEMENT (0.17')
- REMOVE ASPHALT CONC. PAVEMENT
- REMOVE CEMENT CONC. SIDEWALK
- CONCRETE PAVEMENT REMOVAL INCL. HAUL
- REMOVE TRAFFIC ISLAND
- EXISTING TREE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- CLEARING AND GRUBBING

REMOVAL NOTES

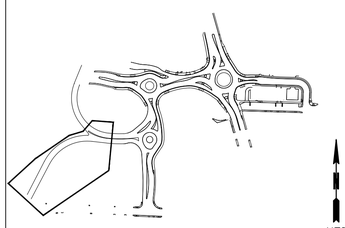
(R–)

1. REMOVE ASPHALT CONC. PAVEMENT
2. REMOVE TRAFFIC ISLAND
3. REMOVE CEMENT CONC. SIDEWALK
4. REMOVE CEMENT CONC. CURB.
5. PROTECT EXISTING POWER.
6. REMOVE CEMENT CONC. CURB AND GUTTER.
7. PROTECT EXISTING CEMENT CONC. CURB
8. REMOVE EXISTING SIGN
9. REMOVE EXISTING CONCRETE PAVEMENT
10. REMOVE DRAINAGE STRUCTURE
11. ABANDON EXISTING PIPE IN PLACE. SEE SPECIAL PROVISIONS.
12. INSTALL LOCKING SOLID METAL COVER AND FRAME FOR CATCH BASIN AND ADJUST TO FINISHED GRADE.
13. REMOVE PRIVATE COMMERCIAL SIGN, SALVAGE TO OWNER
14. REMOVE STORM PIPE
15. PROTECT EXISTING CATCH BASIN IN PLACE
16. REMOVE FENCE
17. REMOVE CHAIN LINK FENCE
18. REMOVE EXISTING MANHOLE
19. REMOVE SIGNAL POWER SEE IL SHEETS
20. REMOVE NOISE BARRIER WALL
21. REMOVE TRAFFIC SIGNAL SYSTEM SEE IL SHEETS
22. REMOVING ILLUMINAIRE AND FOUNDATION, SALVAGE TO OWNER
23. RELOCATE EXISTING SIGN AND REMOVE WHEN PROJECT IS COMPLETED
24. PROTECT FENCE
25. REMOVE CEMENT CONC. PAVEMENT
26. CONCRETE PAVEMENT REMOVAL INCL. HAUL
27. PROTECT EXISTING ELECTRICAL SYSTEM, COORDINATE WITH PSE FOR RELOCATION
28. PLANE BITUMINOUS ASPHALT PAVEMENT
29. ADJUST MANHOLE
30. PROTECT GAS VALVE AND ITS APPURTENANCE
31. REMOVE AND RELOCATE WATER METER. SEE WATER SHEETS FOR NEW METER LOCATIONS.
32. REMOVE EXISTING TREE AND STUMP PER CLEARING AND GRUBBING SPECIFICATIONS.
33. PRIOR TO CLEARING, THE CONTRACTOR SHALL IDENTIFY LOCATIONS OF POISON OAK WITHIN THE PROJECT LIMITS. THESE PLANTS SHALL BE SPRAYED WITH A HERBICIDE SPECIFICALLY DESIGNED TO ERADICATED THESE PLANTS. THE CONTRACTOR SHALL PERFORM MONTHLY APPLICATIONS THROUGHOUT THE GROWING SEASON OF APRIL TO OCTOBER. ALL SAFETY STANDARDS AND REGULATIONS TO WORK WITH POISON OAK SHALL BE FOLLOWED.
34. PROTECT EXISTING STRUCTURE
35. PROTECT EXISTING TREE
36. SURVEY MONUMENTS. SEE SPECIAL PROVISIONS SECTION 8–19 MONUMENT.
37. PROTECT EXISTING TELECOMMUNICATION SYSTEM.
38. PROTECT WATER VALVE AND ITS APPURTENANCE.
39. REMOVE MANHOLE
40. REMOVE EXISTING HYDRANT
41. EXISTING TELECOMMUNICATION SYSTEM TO BE RELOCATED BY OTHERS. COORDINATE WITH UTILITY OWNERS FOR SCHEDULE.

REMOVAL GENERAL NOTES

1. PRIOR TO DEMOLITION AND REMOVAL OF EXISTING STORM DRAINAGE, WATER, AND SEWER SYSTEMS, THESE EXISTING SYSTEMS SHALL BE PROTECTED AND REMAIN FUNCTIONAL UNTIL PROPOSED SYSTEMS ARE CONSTRUCTED AND ACCEPTED BY THE CITY.
2. FOR SALVAGED LIGHTS AND EXISTING TRAFFIC SIGNAL SYSTEMS SEE THE SPECIAL PROVISIONS.
3. PROTECT EXISTING LANDSCAPING OUTSIDE THE CLEARING AND GRUBBING LIMITS. DAMAGE TO EXISTING LANDSCAPING SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO COST TO CONTRACTING AGENCY.
4. RELOCATE ALL EXISTING SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION OPERATION UNTIL PERMANENT SIGNS ARE INSTALLED. COORDINATE WITH THE ENGINEER FOR TEMPORARY LOCATIONS.

KEY MAP



NTS

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 RM-02

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

SCJ ALLIANCE
CONSULTING SERVICES
8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
P: 360.352.1465 F: 360.352.1509
SCJALLIANCE.COM

CITY OF TUMWATER

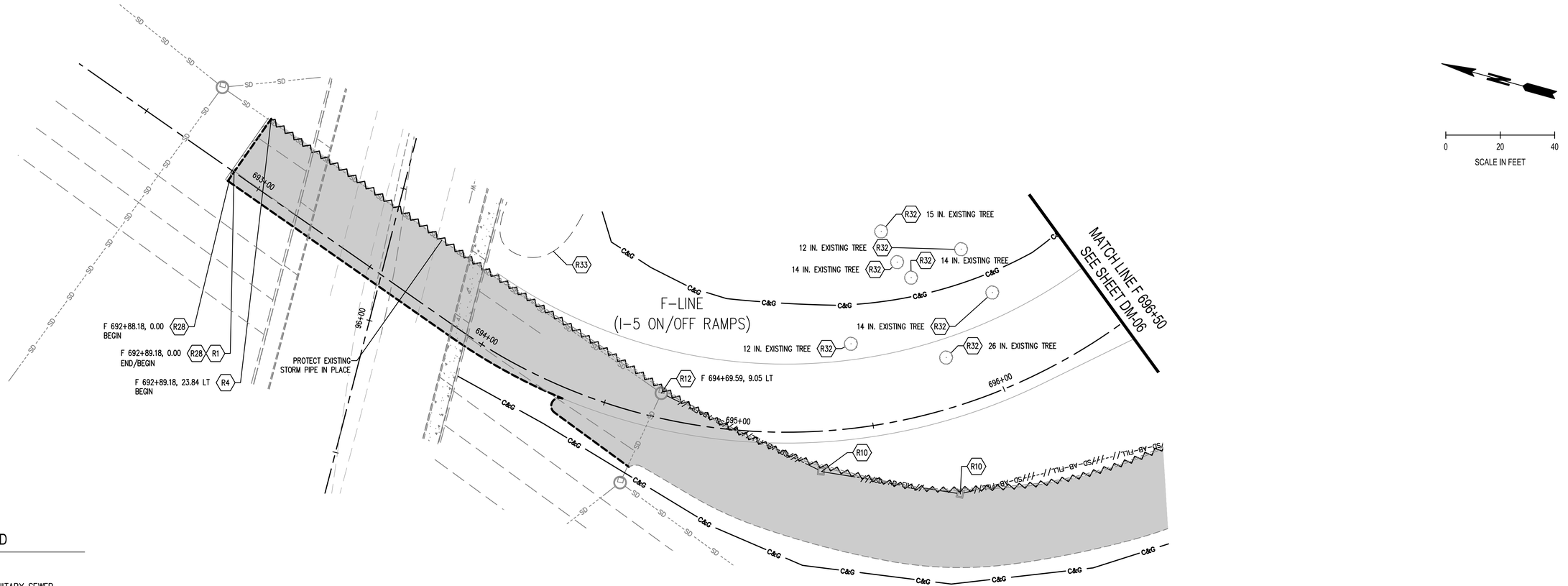
PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

DRAWING No.: DM-06

SHEET No.: 32 OF 214

DEMOLITION PLAN

Jun 03, 2022 - 8:39:10am - User: sam.crowell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 RM-02.DWG



REMOVAL LEGEND

- REMOVE
- PLUG ABANDON PIPE SANITARY SEWER
- FILL ABANDON PIPE SANITARY SEWER
- PLUG ABANDON PIPE STORM SEWER
- FILL ABANDON PIPE STORM SEWER
- PLUG ABANDON PIPE WATER
- FILL ABANDON PIPE WATER
- REMOVE CEMENT CONC. CURB/REMOVING CEMENT CONC. CURB AND GUTTER
- C&G — LIMITS OF CLEARING AND GRUBBING
- PLANING BITUMINOUS PAVEMENT (0.17')
- REMOVE ASPHALT CONC. PAVEMENT
- REMOVE CEMENT CONC. SIDEWALK
- CONCRETE PAVEMENT REMOVAL INCL. HAUL
- REMOVE TRAFFIC ISLAND
- EXISTING TREE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- CLEARING AND GRUBBING

REMOVAL NOTES

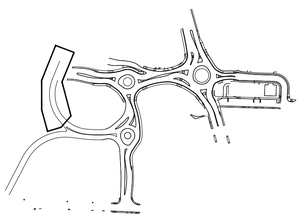
R-

1. REMOVE ASPHALT CONC. PAVEMENT
2. REMOVE TRAFFIC ISLAND
3. REMOVE CEMENT CONC. SIDEWALK
4. REMOVE CEMENT CONC. CURB.
5. PROTECT EXISTING POWER.
6. REMOVE CEMENT CONC. CURB AND GUTTER.
7. PROTECT EXISTING CEMENT CONC. CURB
8. REMOVE EXISTING SIGN
9. REMOVE EXISTING CONCRETE PAVEMENT
10. REMOVE DRAINAGE STRUCTURE
11. ABANDON EXISTING PIPE IN PLACE. SEE SPECIAL PROVISIONS.
12. INSTALL LOCKING SOLID METAL COVER AND FRAME FOR CATCH BASIN AND ADJUST TO FINISHED GRADE.
13. REMOVE PRIVATE COMMERCIAL SIGN, SALVAGE TO OWNER
14. REMOVE STORM PIPE
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23. RELOCATE EXISTING SIGN AND REMOVE WHEN PROJECT IS COMPLETED
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35. PROTECT EXISTING TREE
36. SURVEY MONUMENTS. SEE SPECIAL PROVISIONS SECTION 8-19 MONUMENT.
37. PROTECT EXISTING TELECOMMUNICATION SYSTEM.
38. PROTECT WATER VALVE AND ITS APPURTENANCE.
39. REMOVE MANHOLE
40. REMOVE EXISTING HYDRANT
41. EXISTING TELECOMMUNICATION SYSTEM TO BE RELOCATED BY OTHERS. COORDINATE WITH UTILITY OWNERS FOR SCHEDULE.

REMOVAL GENERAL NOTES

1. PRIOR TO DEMOLITION AND REMOVAL OF EXISTING STORM DRAINAGE, WATER, AND SEWER SYSTEMS, THESE EXISTING SYSTEMS SHALL BE PROTECTED AND REMAIN FUNCTIONAL UNTIL PROPOSED SYSTEMS ARE CONSTRUCTED AND ACCEPTED BY THE CITY.
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4. RELOCATE ALL EXISTING SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION OPERATION UNTIL PERMANENT SIGNS ARE INSTALLED. COORDINATE WITH THE ENGINEER FOR TEMPORARY LOCATIONS.

KEY MAP



NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 RM-02

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 REGISTERED PROFESSIONAL ENGINEER

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8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
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CITY OF TUMWATER

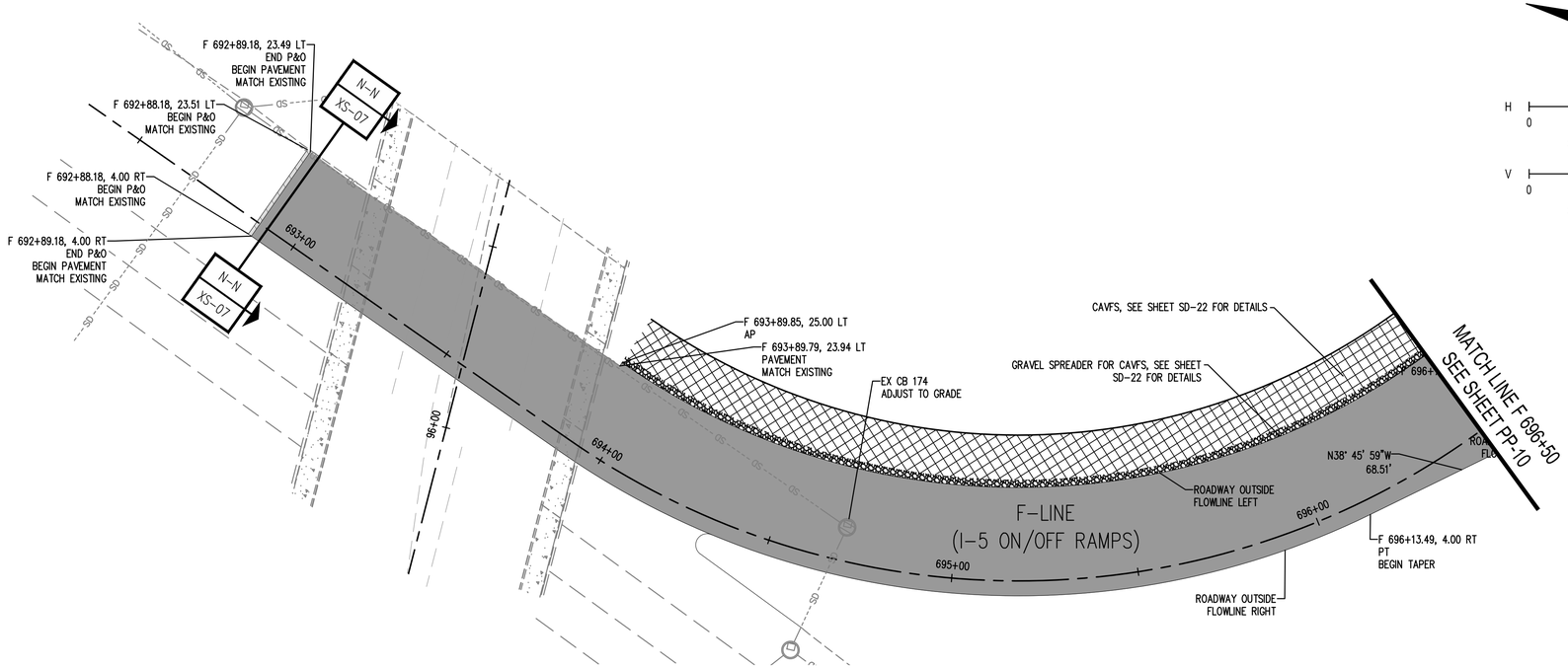
PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

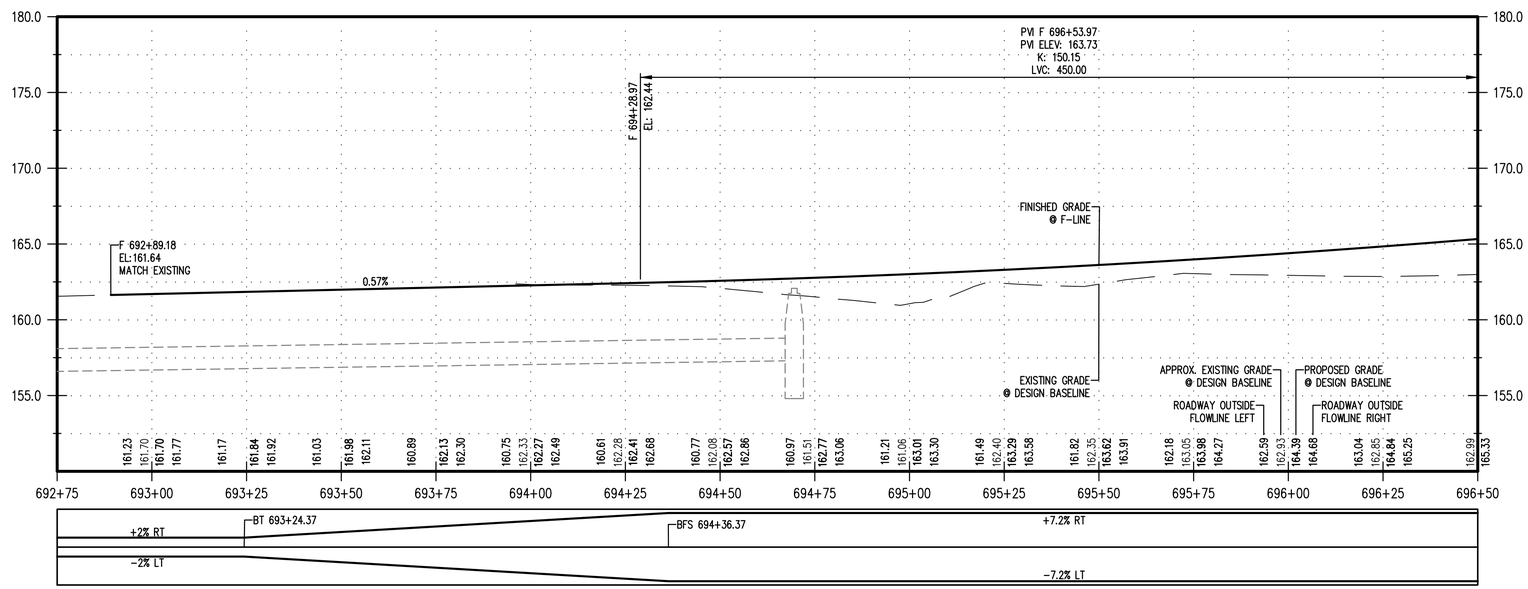
DEMOLITION PLAN

DRAWING No.: DM-07

SHEET No.: 33 OF 214

Jun 03, 2022 8:39:45am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25 RM-02.DWG



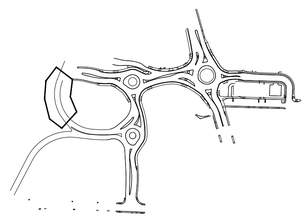


F 692+75 TO 696+50

CONSTRUCTION NOTES:

1. ISLAND DETAILS SEE ID SHEETS
2. FLOWLINE INFORMATION SEE AL SHEETS
3. PLANING AND OVERLAY (P&O) SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF FINAL ASPHALT LIFT. PLANING DEPTH SHALL BE 3" ON TROSPER ROAD SW AND CAPITOL BOULEVARD SE. PLANING DEPTH SHALL BE 2" ON LINDA STREET SE AND LEE STREET SW.
4. ALL CASTINGS INSIDE THE SIDEWALK SHALL HAVE SLIP RESISTANT COVERS.

KEY MAP



NTS

REVISIONS	DATE	BY
△ FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 PP-05

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

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8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
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SCJALLIANCE.COM

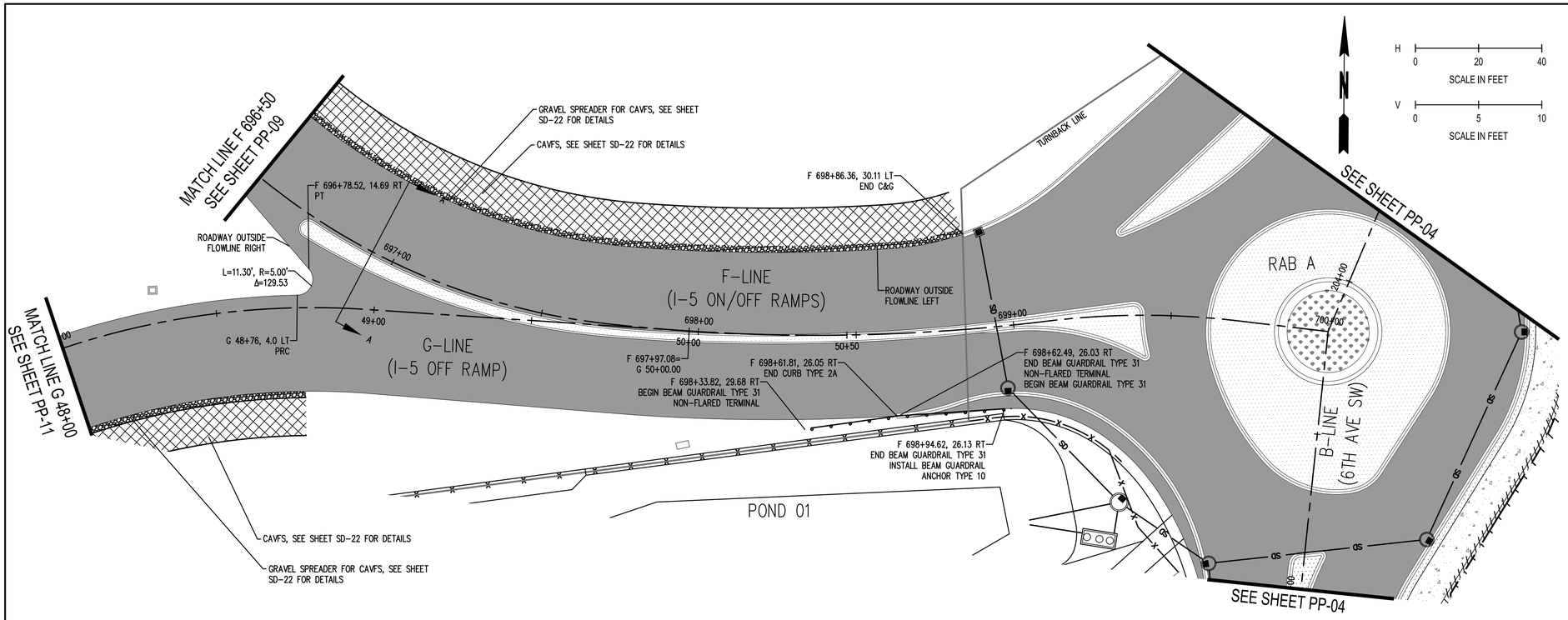
CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

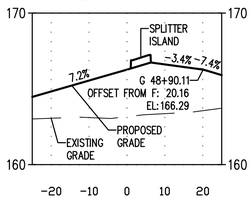
PAVING PLAN AND PROFILE

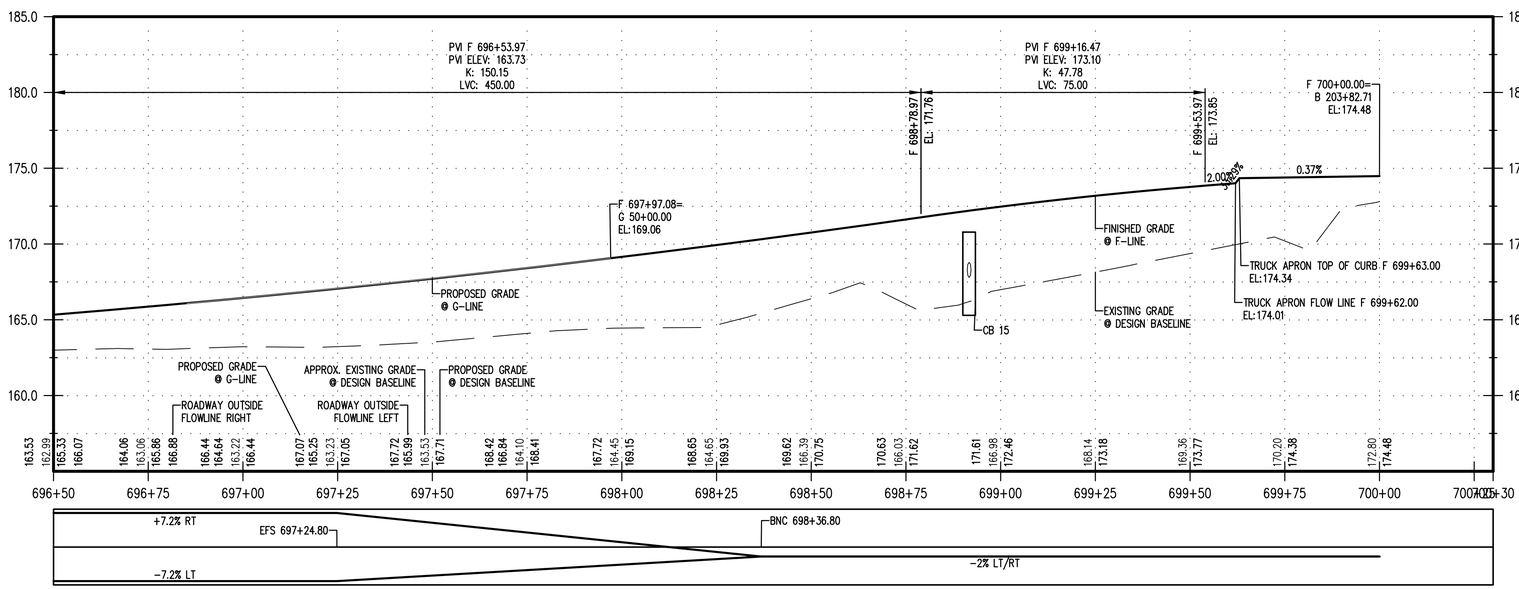
DRAWING No.: PP-09
SHEET No.: 43 OF 214

Jun 03, 2022 8:55:33am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25 PP-05.DWG



SECTION A-A



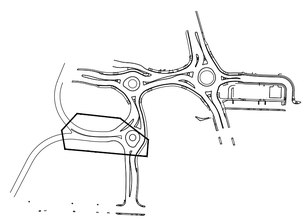


F 696+50 TO 700+30

CONSTRUCTION NOTES:

1. ISLAND DETAILS SEE ID SHEETS
2. FLOWLINE INFORMATION SEE AL SHEETS
3. PLANING AND OVERLAY (P&O) SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF FINAL ASPHALT LIFT. PLANING DEPTH SHALL BE 3" ON TROSPER ROAD SW AND CAPITOL BOULEVARD SE. PLANING DEPTH SHALL BE 2" ON LINDA STREET SE AND LEE STREET SW.
4. ALL CASTINGS INSIDE THE SIDEWALK SHALL HAVE SLIP RESISTANT COVERS.

KEY MAP



NTS

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 PP-05

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

SCJ ALLIANCE
CONSULTING SERVICES
8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
P: 360.352.1465 F: 360.352.1509
SCJALLIANCE.COM

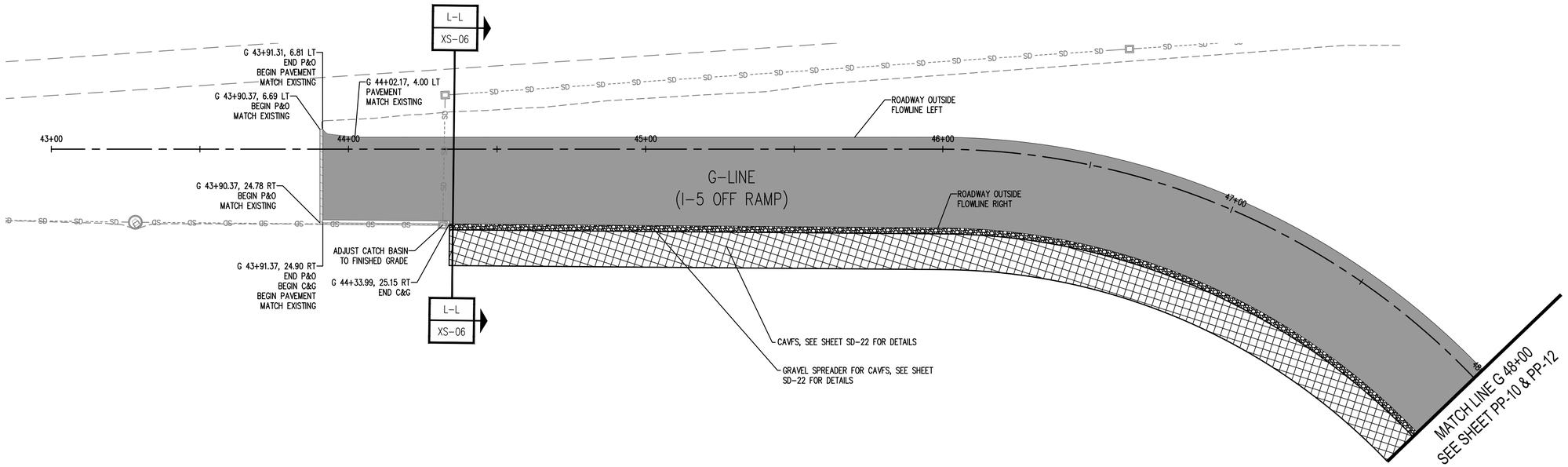
CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

ROADWAY PLAN AND PROFILE

DRAWING No.: PP-10
SHEET No.: 44 OF 214

Jun 03, 2022 8:56:05am - User: sam.rowswell
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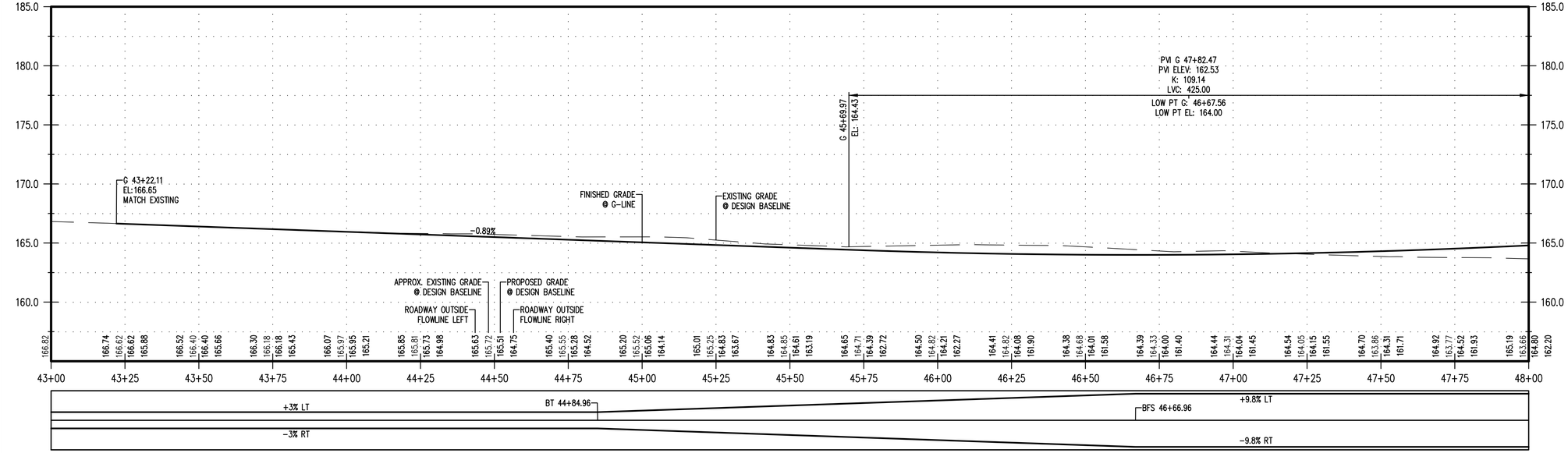


H
0 20 40
SCALE IN FEET

V
0 5 10
SCALE IN FEET

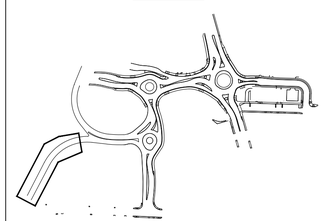
CONSTRUCTION NOTES:

1. ISLAND DETAILS SEE ID SHEETS
2. FLOWLINE INFORMATION SEE AL SHEETS
3. PLANING AND OVERLAY (P&O) SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF FINAL ASPHALT LIFT. PLANING DEPTH SHALL BE 3" ON TROSPER ROAD SW AND CAPITOL BOULEVARD SE. PLANING DEPTH SHALL BE 2" ON LINDA STREET SE AND LEE STREET SW.
4. ALL CASTINGS INSIDE THE SIDEWALK SHALL HAVE SLIP RESISTANT COVERS.



G 43+00 TO 48+00

KEY MAP



NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL	ISSUE DATE: - -
DRAWN BY: J. GRAHAM	JOB No.: 0625.25
CHECKED BY: S. SAWYER	DRAWING FILE No.: 0625.25 PP-05

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

SCJ ALLIANCE
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8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
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SCJALLIANCE.COM

CITY OF TUMWATER

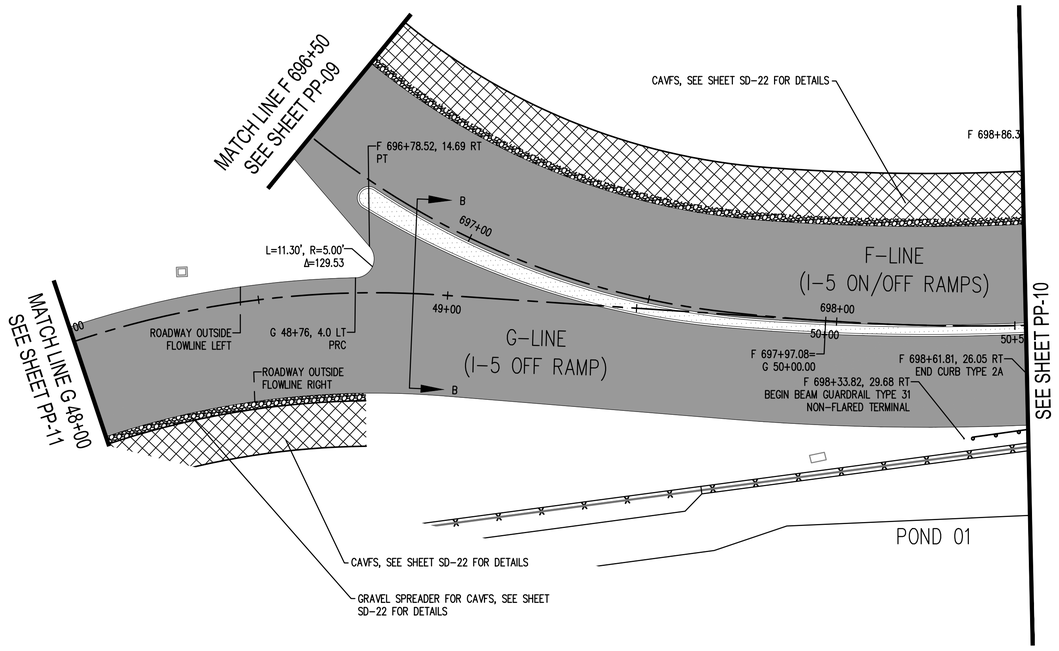
PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD
RECONFIGURATION PROJECT

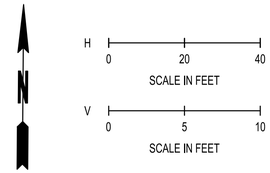
ROADWAY PLAN AND PROFILE

DRAWING No.: PP-11

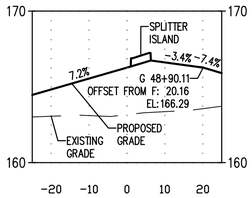
SHEET No.: 45 OF 214

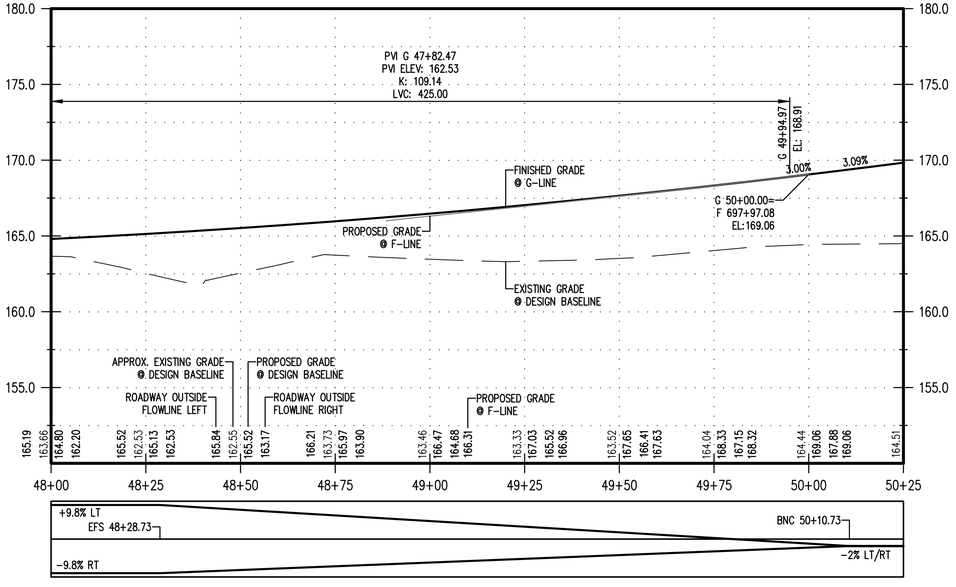
Jun 03, 2022 - 8:56:34am - User: sam.crowell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 PP-05.DWG





SECTION A-A



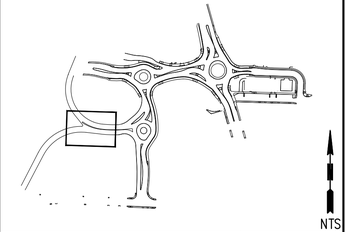


G 48+00 TO 50+25

CONSTRUCTION NOTES:

1. ISLAND DETAILS SEE ID SHEETS
2. FLOWLINE INFORMATION SEE AL SHEETS

KEY MAP



NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL	ISSUE DATE: - -
DRAWN BY: J. GRAHAM	JOB No.: 0625.25
CHECKED BY: S. SAWYER	DRAWING FILE No.: 0625.25 PP-05

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER
STATE OF WASHINGTON
35872
REGISTERED
PROFESSIONAL ENGINEER

SCJ ALLIANCE
CONSULTING SERVICES
8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
P: 360.352.1465 F: 360.352.1509
SCJALLIANCE.COM

CITY OF TUMWATER

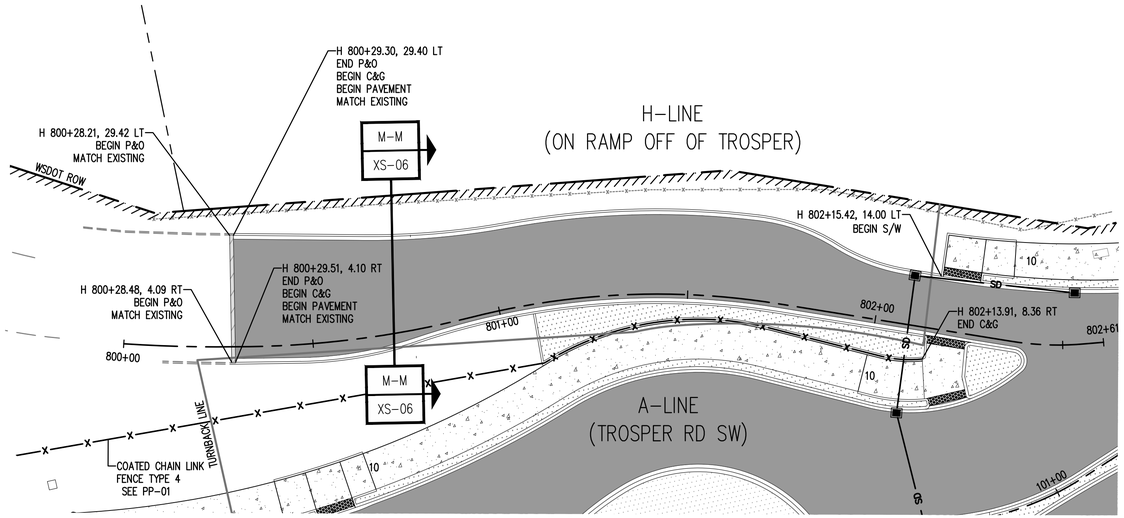
PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD
RECONFIGURATION PROJECT

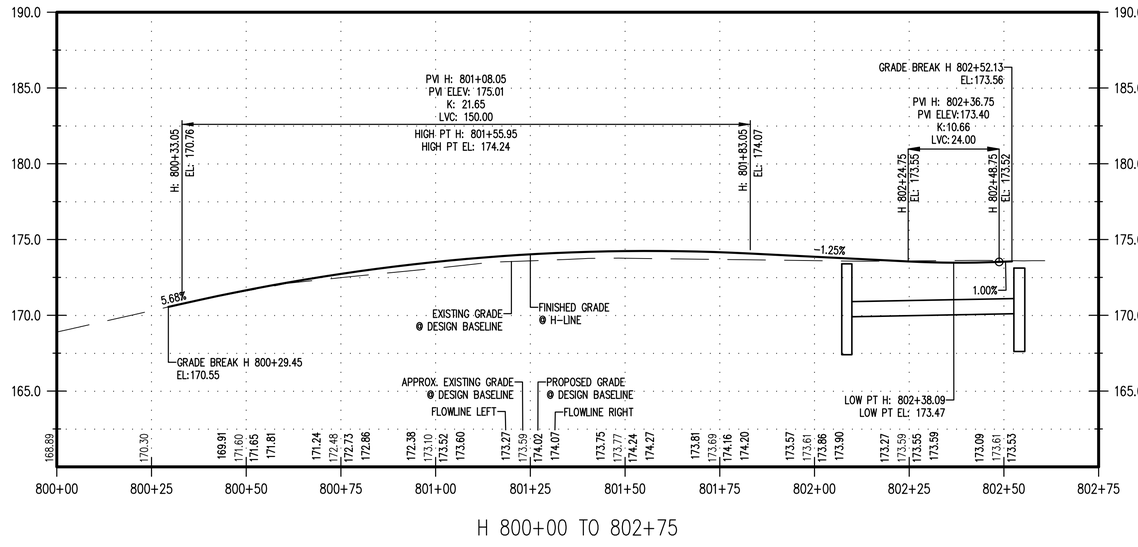
ROADWAY PLAN AND PROFILE

DRAWING No.: PP-12

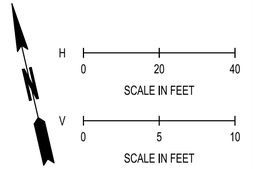
SHEET No.: 46 OF 214

Jun 03, 2022 - 8:57:08am - User: sam.rowswell
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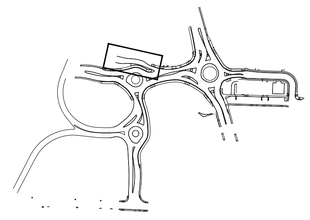
H 800+00 TO 802+75



CONSTRUCTION NOTES:

1. ISLAND DETAILS SEE ID SHEETS
2. FLOWLINE INFORMATION SEE AL SHEETS
3. PLANING AND OVERLAY (P&O) SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF FINAL ASPHALT LIFT. PLANING DEPTH SHALL BE 3" ON TROSPER ROAD SW AND CAPITOL BOULEVARD SE. PLANING DEPTH SHALL BE 2" ON LINDA STREET SE AND LEE STREET SW.
4. ALL CASTINGS INSIDE THE SIDEWALK SHALL HAVE SLIP RESISTANT COVERS.

KEY MAP



NTS

△ REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 PP-05

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 39872 — REGISTERED PROFESSIONAL ENGINEER

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CITY OF TUMWATER

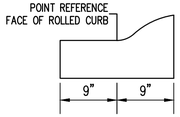
PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD
RECONFIGURATION PROJECT

ROADWAY PLAN AND PROFILE

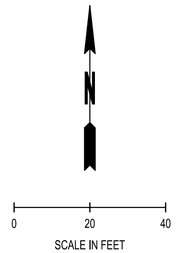
DRAWING No.: PP-13

SHEET No.: 47 OF 214

Jun 03, 2022 - 8:57:36am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25 PP-05.DWG

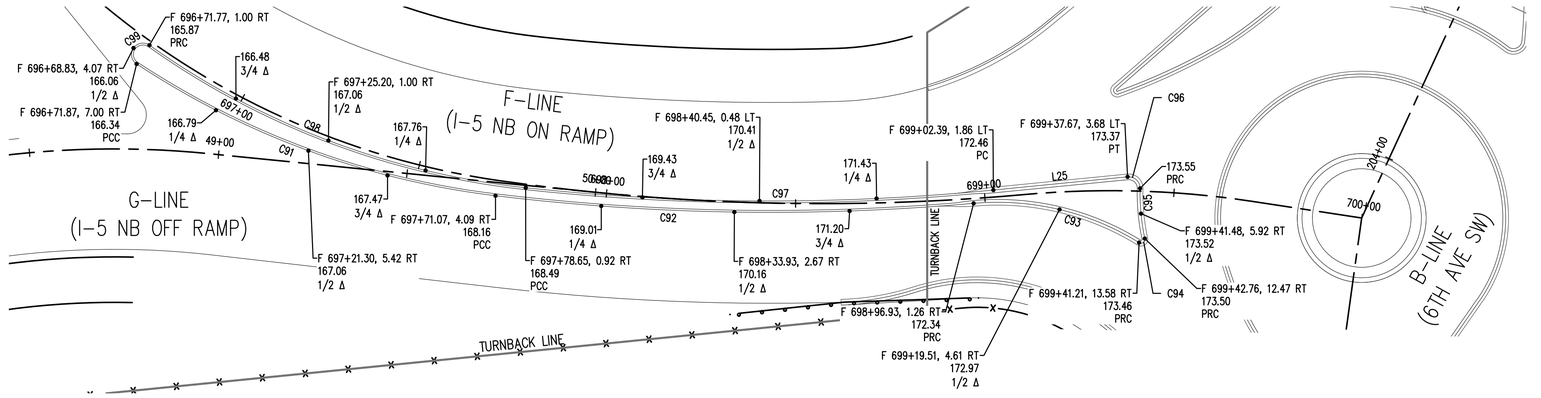


POINT REFERENCE DETAIL FOR 4" HEIGHT
SPLITTER ISLAND CONCRETE CURB AND GUTTER
NOT TO SCALE

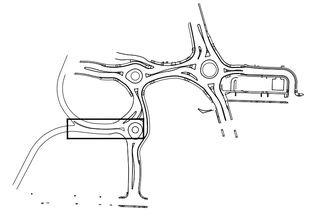


CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C91	101.82	220.00	26° 31' 01"
C92	126.46	604.00	11° 59' 47"
C93	45.68	71.00	36° 51' 36"
C94	2.33	1.00	133° 38' 11"
C95	13.33	59.00	12° 56' 50"
C96	5.06	3.00	96° 41' 46"
C97	123.68	601.00	11° 47' 26"
C98	107.36	211.00	29° 09' 15"
C99	9.52	3.00	181° 54' 22"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L25	35.59	S84° 23' 09"W



KEY MAP



NTS

REVISIONS	DATE	BY
△ FINAL		

DESIGNED BY: S. ROWSWELL	ISSUE DATE: - -
DRAWN BY: S. HOWSDEN	JOB No.: 0625.25
CHECKED BY: S. SAWYER	DRAWING FILE No.: 0625.25 ID-02

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CITY OF TUMWATER

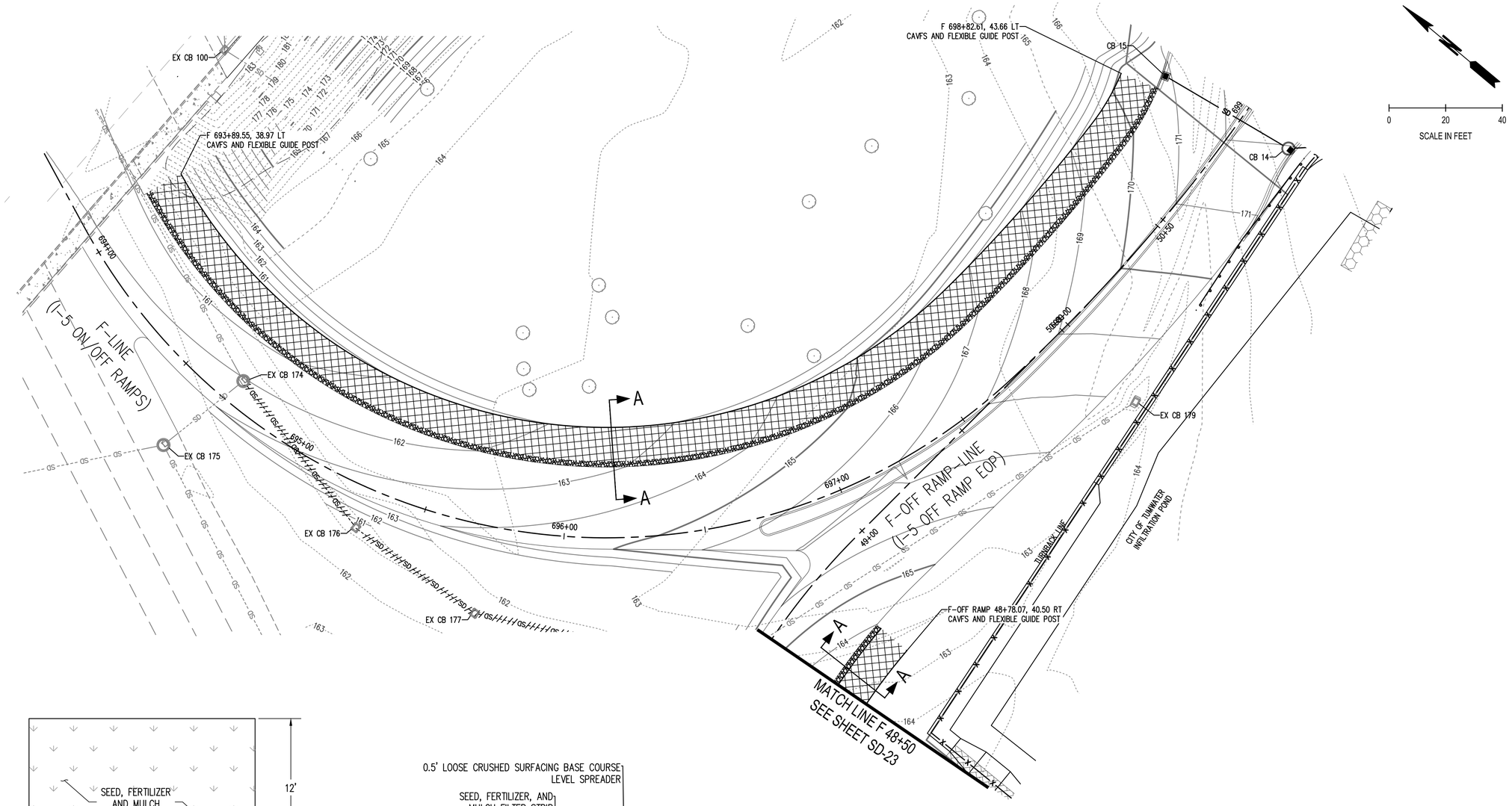
PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD
RECONFIGURATION PROJECT

ISLAND DETAILS

DRAWING No.: ID-04

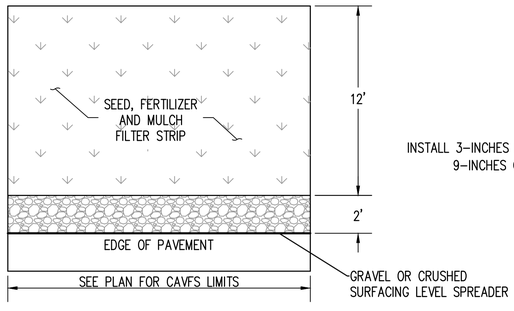
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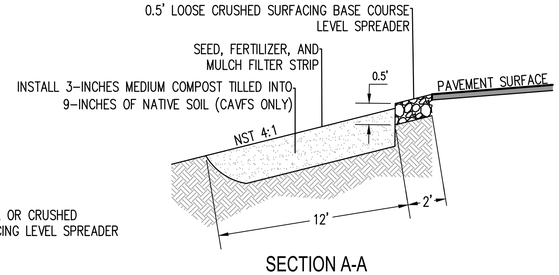
Jun 03, 2022 9:58:58am – User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 ID-02.DWG



LEGEND

- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR
- SD — SCHEDULE A STORM PIPE (STORM PIPE)
- CATCH BASIN TYPE 1
- CATCH BASIN TYPE 2 48" DIAM.
- COMPOST AMENDED VEGETATED FILTER STRIP (CAVFS)



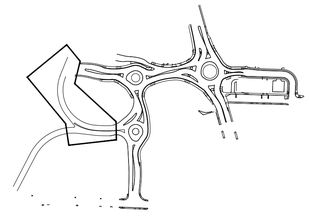


SECTION A-A

NOTES:

1. MEDIUM COMPOST SHALL MEET WSDOT STANDARD SPECIFICATION 9-14.5(8). THE FINAL AMENDED SOILS MIX SHALL BE TESTED PER ASTM D2434 AND ACHIEVE A MINIMUM OF 1-INCH PER HOUR INFILTRATION RATE.

KEY MAP



NTS

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL	ISSUE DATE: - -
DRAWN BY: J. GRAHAM	JOB No.: 0625.25
CHECKED BY: S. SAWYER	DRAWING FILE No.: 0625.25 SD-15

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CITY OF TUMWATER

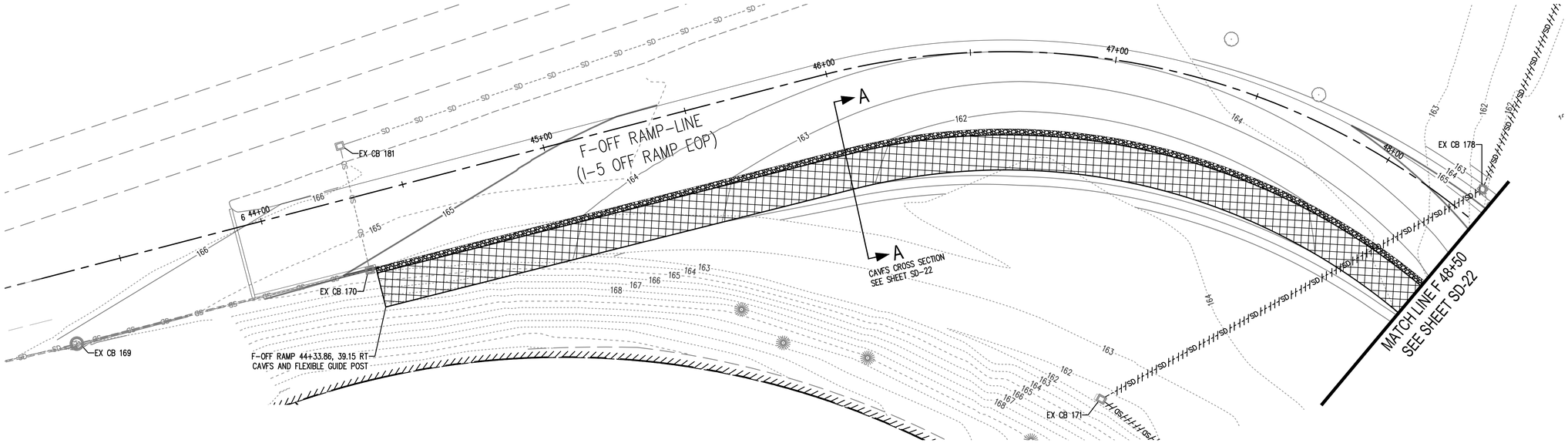
PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD
RECONFIGURATION PROJECT

CAVFS PLAN

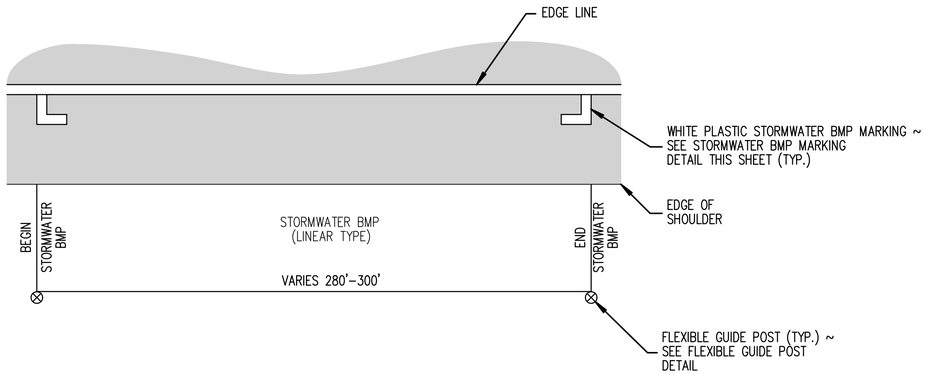
DRAWING No.: SD-22

SHEET No.: 127 OF 214

Jun 03, 2022 10:38:42am - User: sam.rowswell
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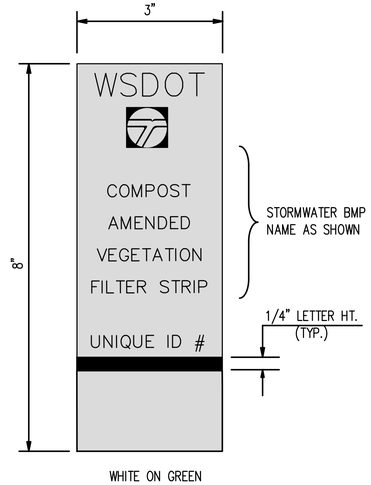


0 20 40
SCALE IN FEET

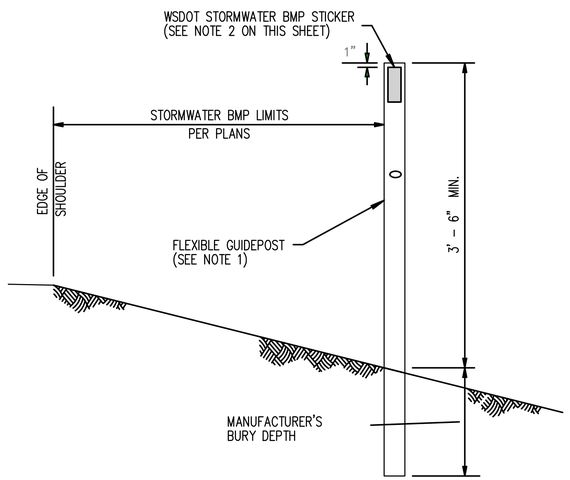


LEGEND

- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR
- SD — SCHEDULE A STORM PIPE (STORM PIPE)
- CATCH BASIN TYPE 1
- CATCH BASIN TYPE 2 48" DIAM.
- COMPOST AMENDED VEGETATED FILTER STRIP (CAVFS)

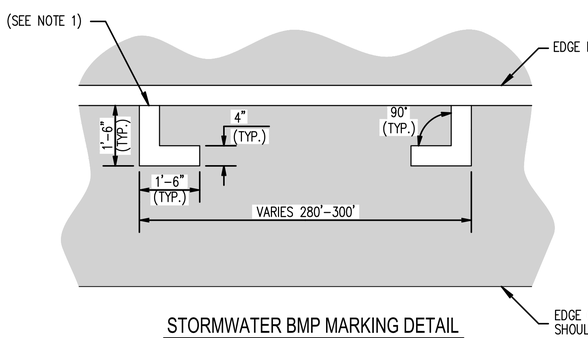


WSDOT STORMWATER BMP STICKER (FACING TRAFFIC) NTS



FLEXIBLE GUIDE POST DETAIL NTS
TYPICAL FOR ALL STORMWATER BMP GUIDE POSTS

STORMWATER BMP DELINEATION DETAIL



STORMWATER BMP MARKING DETAIL

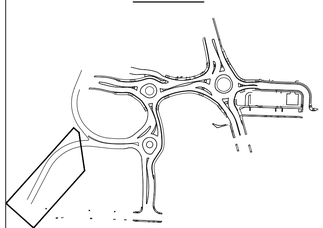
NOTES:

1. THE FLEXIBLE GUIDE POST SHALL BE BROWN IN COLOR. SEE STANDARD SPECIFICATION SECTION 9–17.
2. WSDOT BMP STICKER TO BE PLACED ON FIRST FLEXIBLE GUIDE POST ONLY. SEE THIS SHEET FOR STICKER DETAIL.

NOTES:

1. MEDIUM COMPOST SHALL MEET WSDOT STANDARD SPECIFICATION 9–14.5(8). THE FINAL AMENDED SOILS MIX SHALL BE TESTED PER ASTM D2434 AND ACHIEVE A MINIMUM OF 1–INCH PER HOUR INFILTRATION RATE.

KEY MAP



NTS

REVISIONS	DATE	BY
△ FINAL		

DESIGNED BY: S. ROWSWELL	ISSUE DATE: - -	ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED	SCOTT A. SAWYER STATE OF WASHINGTON 35872 REGISTERED PROFESSIONAL ENGINEER
DRAWN BY: J. GRAHAM	JOB No.: 0625.25		
CHECKED BY: S. SAWYER	DRAWING FILE No.: 0625.25 SD-15		

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CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD
RECONFIGURATION PROJECT

CAVFS PLAN

DRAWING No.: SD-23

SHEET No.: 128 OF 214

Jun 03, 2022 10:38:59am – User: sam.crowell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 SD-15.DWG

PAVEMENT MARKING LEGEND

1	TYPE 1S PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
2	TYPE 2SL PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
3	TYPE 2SR PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
4	TYPE 3SL PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
5	TYPE 3SR PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
6	PLASTIC BIKE LANE SYMBOL	WSDOT STD PLAN M-9.50-02
7	PLASTIC ROUNDABOUT CIRCLE MARKING (INCIDENTAL TO PLASTIC TRAFFIC ARROW)	WSDOT STD PLAN M-12.10-02
8	PLASTIC YIELD LINE SYMBOL	WSDOT STD PLAN M-24.60-04
9	PLASTIC STOP LINE	WSDOT STD PLAN M-24.60-04
	PLASTIC CROSSWALK LINE (NOT NUMBERED)	WSDOT STD PLAN M-15.10-01

PAVEMENT MARKING LEGEND

10	PLASTIC YELLOW EDGE LINE	WSDOT STD PLAN M-20.10-03
11	PLASTIC WHITE EDGE LINE	WSDOT STD PLAN M-20.10-03
12	PLASTIC WHITE WIDE SOLID LANE LINE AND WIDE EDGE LINE	WSDOT STD PLAN M-20.10-03
13	PLASTIC YELLOW WIDE SOLID LANE LINE	WSDOT STD PLAN M-20.10-03
14	PLASTIC WHITE WIDE DOTTED CIRCULATING LANE LINE	WSDOT STD PLAN M-20.10-03
15	PLASTIC WHITE WIDE DOTTED ENTRY LINE	WSDOT STD PLAN M-12.10-03
16	PLASTIC YELLOW LANE LINE SUPPLEMENT WITH RPM TYPE 2 YELLOW/RED	WSDOT STD PLAN M-20.30-04
17	PLASTIC WHITE LANE LINE	WSDOT STD PLAN M-12.10-03
17A	PLASTIC YELLOW CENTERLINE	WSDOT STD PLAN M-12.10-03
18	PLASTIC WHITE WIDE DOTTED LANE LINE	WSDOT STD PLAN M-20.10-03
19	RAISED PAVEMENT MARKER TYPE 1 AND 2 DOUBLE YELLOW CENTERLINE STRIPE	DWG NO ST-19
20	RAISED PAVEMENT MARKER TYPE 1 AND 2 WHITE LANE STRIPE	DWG NO ST-19
21	RAISED PAVEMENT MARKER TYPE 1 AND 2 DOUBLE LEFT-TURN CENTERLINE STRIPE	DWG NO ST-19
22	RAISED PAVEMENT MARKER TYPE 1 AND 2 YELLOW/RED EDGE LINE STRIPE (USE NO PASS LINE)	WSDOT STD PLAN M-20.50-02
23	RAISED PAVEMENT MARKER TYPE 1 AND 2 WHITE EDGE LINE STRIPE (USE NO PASS LINE)	WSDOT STD PLAN M-20.50-02
24	GROOVED PLASTIC WHITE DOTTED LANE LINE	WSDOT STD PLAN M-12.10-02
25	GROOVED PLASTIC WHITE EDGE LINE	WSDOT STD PLAN M-20.10-03
26	GROOVED PLASTIC YELLOW EDGE LINE	WSDOT STD PLAN M-20.10-03
27	PLASTIC DOUBLE YELLOW CENTER LINE	WSDOT STD PLAN M-20.10-03
28	RAISED PAVEMENT MARKER TYPE 1 AND 2 WIDE LANE LINE	DWG NO ST-19
29	RAISED PAVEMENT MARKER TYPE 1 AND 2 YELLOW CROSS HATCH	DWG NO ST-19
30	FLEXIBLE GUIDE POST TYPE W	
31	FLEXIBLE GUIDE POST TYPE Y	
32	PLASTIC WHITE DOTTED EXTENSION LINE	

NOTES:

1. PLASTIC SYMBOLS AND LETTERING SHALL BE TYPE B PRE-FORMED FUSED THERMOPLASTIC PER WSDOT STANDARD SPECIFICATION 9-34.3(2).
2. PLASTIC BIKE LANE, CROSSWALK, STOP BAR AND LANE LINE IN ROUNDABOUT SHALL BE TYPE D LIQUID COLD APPLIED METHYL METHACRYLATE PER WSDOT STANDARD SPECIFICATIONS 9-34.3(4).
3. GROOVED PLASTIC WHITE EDGE LINE SHALL BE PER WSDOT STANDARD SPECIFICATION.
4. ALL PLASTIC CROSSWALK LINES SHALL BE 10 FEET WIDE UNLESS OTHERWISE NOTED.

N

0 20 40
SCALE IN FEET

A-LINE (TROSPER RD)

B-LINE (6TH AVE SW)

WSDOT ROW

TURNBACK LINE

MATCH LINE A 102+25 SEE SHEET CH-02

MATCH LINE B 205+50 SEE SHEET CH-04

KEY MAP

NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL	ISSUE DATE: - -
DRAWN BY: J. GRAHAM	JOB No.: 0625.25
CHECKED BY: S. SAWYER	DRAWING FILE No.: 0625.25 CH-01

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SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

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CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

CHANNELIZATION PLAN

DRAWING No.: CH-01

SHEET No.: 129 OF 214

Jun 03, 2022 - 10:42:05am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 CH-01.DWG

MATCH LINE D 399+00
SEE SHEET CH-07

MATCH LINE F 698+50
SEE SHEET CH-05

MATCH LINE B 205+50
SEE SHEET CH-01

B-LINE
(6TH AVE SW)

D-LINE
(LEE ST SW)

F-LINE
(I-5 ON/OFF RAMPS)

TURNBACK LINE

WSDOT ROW

ROW

PLASTIC CROSSWALK LINE 8' (TYP. THIS SHEET)

GORE AREA MARKINGS WITH CHEVRONS PER WSDOT STD PLAN M-2.21-00

0 20 40
SCALE IN FEET

NOTES:

1. PLASTIC SYMBOLS AND LETTERING SHALL BE TYPE B PRE-FORMED FUSED THERMOPLASTIC PER WSDOT STANDARD SPECIFICATION 9-34.3(2).
2. PLASTIC BIKE LANE, CROSSWALK, STOP BAR AND LANE LINE IN ROUNDABOUT SHALL BE TYPE D LIQUID COLD APPLIED METHYL METHACRYLATE PER WSDOT STANDARD SPECIFICATIONS 9-34.3(4).
3. GROOVED PLASTIC WHITE EDGE LINE SHALL BE PER WSDOT STANDARD SPECIFICATION.
4. ALL PLASTIC CROSSWALK LINES SHALL BE 10 FEET WIDE UNLESS OTHERWISE NOTED.

D 399+20.0, 4 LT
BEGIN MATCH EXISTING

D 399+20.0, 14 LT
BEGIN MATCH EXISTING

D 399+43.0, 7 RT
END PAINT WHITE EDGE LINE
WSDOT ST PLAN M-20.10-03

D 399+43.0, 12 RT
END PAINT WHITE EDGE LINE
WSDOT ST PLAN M-20.10-03

D 399+43.0, 3.9 LT
END

D 399+43.0, 13.9 LT
END

D 399+59.0, 3.9 LT
BEGIN

D 399+59.0, 12.1 RT
BEGIN

D 399+59.0, 7.1 RT
BEGIN

B 200+56.5, 15.5 LT
END/BEGIN

B 200+56.3, 2.5 LT
BEGIN

B 200+59.7, 2.5 LT
END/BEGIN

B 200+56.0, 17.3 RT
BEGIN

B 200+59.5, 5.5 RT
END/BEGIN

B 200+56.1, 28.3 RT
BEGIN

B 200+83.1, 32.6 RT

B 201+05.3, 31.6 RT
END/BEGIN

D 400+59.7, 7.1 RT
END

D 400+59.7, 12.1 RT
END

D 400+59.7, 3.9 LT
END

D 400+75.7, 6.7 RT
BEGIN

D 400+75.7, 11.8 RT
BEGIN

D 400+75.7, 3.8 LT
BEGIN

D 400+75.7, 13.9 LT
BEGIN

D 400+95.2, 12 RT
END MATCH EXISTING

D 400+95.2, 7 RT
END MATCH EXISTING

D 400+95.2, 4 LT
END MATCH EXISTING

D 400+95.2, 14 LT
END MATCH EXISTING

B 202+17.4, 4.9 RT
END/BEGIN

B 202+14.9, 3.3 LT
END/BEGIN

B 202+84.7, 22.2 LT
END

B 202+18.1, 12.4 RT

B 202+19.0, 21.7 RT

B 202+08.3, 29.1 RT
END

F 699+45.3, 17.1 RT
END/BEGIN/END

B 203+16.2, 8.8 LT
END/BEGIN

B 202+16.6, 17.1 RT
END/BEGIN

B 203+14.4, 8.3 RT
END/END/BEGIN

B 203+18.6, 24.6 RT
END

B 203+34.8, 17.4 RT
BEGIN

B 203+42.5, 49.7 RT
END

F 698+83.9, 17.6 RT
END/BEGIN

F 698+84.6, 2.5 RT
END/BEGIN

F 699+61.7, 63.0 RT
BEGIN/END

F 698+67.4, 19.1 LT
BEGIN

F 698+84.8, 2.5 LT
END/BEGIN

F 698+85.8, 21.8 LT
END/BEGIN

F 699+27.3, 22.0 LT
END/BEGIN/BEGIN

F 699+45.5, 9.6 LT
END/END

B 204+11.5, 48.6 LT
END

B 205+27.3, 17.5 LT
END/END/BEGIN

B 204+34.6, 20.6 LT
BEGIN/END/BEGIN

B 204+24.8, 36.9 RT
BEGIN

B 203+68.8, 40.6 RT

B 203+70.0, 49.4 RT
END/BEGIN

B 203+64.8, 55.4 RT

PAVEMENT MARKING LEGEND

1	TYPE 1S PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
2	TYPE 2SL PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
3	TYPE 2SR PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
4	TYPE 3SL PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
5	TYPE 3SR PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
6	PLASTIC BIKE LANE SYMBOL	WSDOT STD PLAN M-9.50-02
7	PLASTIC ROUNDABOUT CIRCLE MARKING (INCIDENTAL TO PLASTIC TRAFFIC ARROW)	WSDOT STD PLAN M-12.10-02
8	PLASTIC YIELD LINE SYMBOL	WSDOT STD PLAN M-24.60-04
9	PLASTIC STOP LINE	WSDOT STD PLAN M-24.60-04
	PLASTIC CROSSWALK LINE (NOT NUMBERED)	WSDOT STD PLAN M-15.10-01

PAVEMENT MARKING LEGEND

10	PLASTIC YELLOW EDGE LINE	WSDOT STD PLAN M-20.10-03
11	PLASTIC WHITE EDGE LINE	WSDOT STD PLAN M-20.10-03
12	PLASTIC WHITE WIDE SOLID LANE LINE AND WIDE EDGE LINE	WSDOT STD PLAN M-20.10-03
13	PLASTIC YELLOW WIDE SOLID LANE LINE	WSDOT STD PLAN M-20.10-03
14	PLASTIC WHITE WIDE DOTTED CIRCULATING LANE LINE	WSDOT STD PLAN M-20.10-03
15	PLASTIC WHITE WIDE DOTTED ENTRY LINE	WSDOT STD PLAN M-12.10-03
16	PLASTIC YELLOW LANE LINE SUPPLEMENT WITH RPM TYPE 2 YELLOW/RED	WSDOT STD PLAN M-20.30-04
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17A	PLASTIC YELLOW CENTERLINE	WSDOT STD PLAN M-12.10-03
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22	RAISED PAVEMENT MARKER TYPE 1 AND 2 YELLOW/RED EDGE LINE STRIPE (USE NO PASS LINE)	WSDOT STD PLAN M-20.50-02
23	RAISED PAVEMENT MARKER TYPE 1 AND 2 WHITE EDGE LINE STRIPE (USE NO PASS LINE)	WSDOT STD PLAN M-20.50-02
24	GROOVED PLASTIC WHITE DOTTED LANE LINE	WSDOT STD PLAN M-12.10-02
25	GROOVED PLASTIC WHITE EDGE LINE	WSDOT STD PLAN M-20.10-03
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27	PLASTIC DOUBLE YELLOW CENTER LINE	WSDOT STD PLAN M-20.10-03
28	RAISED PAVEMENT MARKER TYPE 1 AND 2 WIDE LANE LINE	DWG NO ST-19
29	RAISED PAVEMENT MARKER TYPE 1 AND 2 YELLOW CROSS HATCH	DWG NO ST-19
30	FLEXIBLE GUIDE POST TYPE W	WSDOT STD PLAN M-40.10-03
31	FLEXIBLE GUIDE POST TYPE Y	WSDOT STD PLAN M-40.10-03
32	PLASTIC WHITE DOTTED EXTENSION LINE	WSDOT STD PLAN M-20.10-03

KEY MAP

NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 CH-01

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

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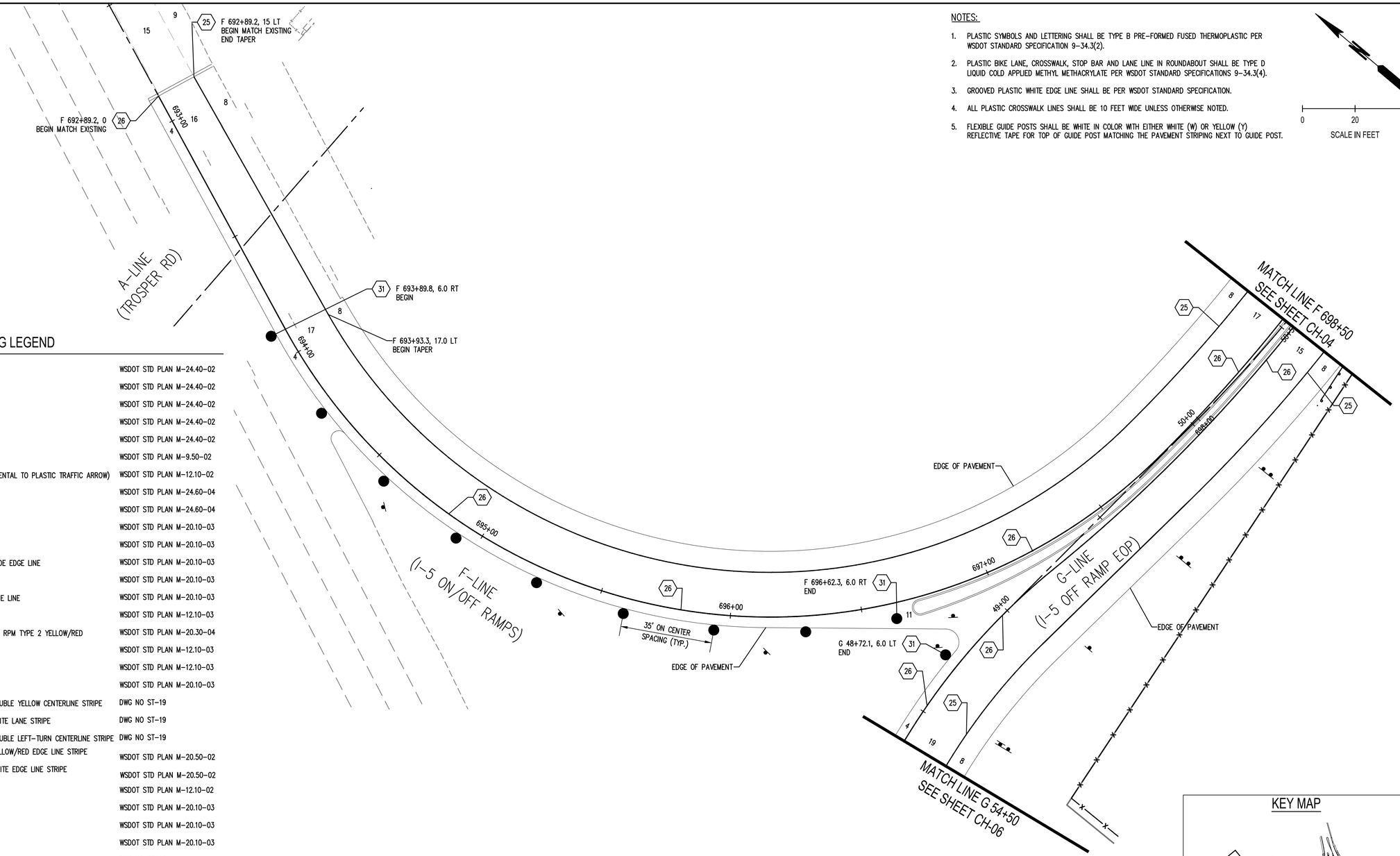
CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD
RECONFIGURATION PROJECT

CHANNELIZATION PLAN

DRAWING No.: CH-04
SHEET No.: 132 OF 214

Jun 03, 2022 - 10:43:42am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25 CH-01.DWG



NOTES:

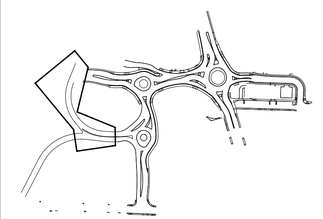
1. PLASTIC SYMBOLS AND LETTERING SHALL BE TYPE B PRE-FORMED FUSED THERMOPLASTIC PER WSDOT STANDARD SPECIFICATION 9-34.3(2).
2. PLASTIC BIKE LANE, CROSSWALK, STOP BAR AND LANE LINE IN ROUNDABOUT SHALL BE TYPE D LIQUID COLD APPLIED METHYL METHACRYLATE PER WSDOT STANDARD SPECIFICATIONS 9-34.3(4).
3. GROOVED PLASTIC WHITE EDGE LINE SHALL BE PER WSDOT STANDARD SPECIFICATION.
4. ALL PLASTIC CROSSWALK LINES SHALL BE 10 FEET WIDE UNLESS OTHERWISE NOTED.
5. FLEXIBLE GUIDE POSTS SHALL BE WHITE IN COLOR WITH EITHER WHITE (W) OR YELLOW (Y) REFLECTIVE TAPE FOR TOP OF GUIDE POST MATCHING THE PAVEMENT STRIPING NEXT TO GUIDE POST.

0 20 40
SCALE IN FEET

PAVEMENT MARKING LEGEND

	1	TYPE 1S PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
	2	TYPE 2SL PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
	3	TYPE 2SR PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
	4	TYPE 3SL PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
	5	TYPE 3SR PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
	6	PLASTIC BIKE LANE SYMBOL	WSDOT STD PLAN M-9.50-02
	7	PLASTIC ROUNDABOUT CIRCLE MARKING (INCIDENTAL TO PLASTIC TRAFFIC ARROW)	WSDOT STD PLAN M-12.10-02
	8	PLASTIC YIELD LINE SYMBOL	WSDOT STD PLAN M-24.60-04
	9	PLASTIC STOP LINE	WSDOT STD PLAN M-24.60-04
	10	PLASTIC YELLOW EDGE LINE	WSDOT STD PLAN M-20.10-03
	11	PLASTIC WHITE EDGE LINE	WSDOT STD PLAN M-20.10-03
	12	PLASTIC WHITE WIDE SOLID LANE LINE AND WIDE EDGE LINE	WSDOT STD PLAN M-20.10-03
	13	PLASTIC YELLOW WIDE SOLID LANE LINE	WSDOT STD PLAN M-20.10-03
	14	PLASTIC WHITE WIDE DOTTED CIRCULATING LANE LINE	WSDOT STD PLAN M-20.10-03
	15	PLASTIC WHITE WIDE DOTTED ENTRY LINE	WSDOT STD PLAN M-12.10-03
	16	PLASTIC YELLOW LANE LINE SUPPLEMENT WITH RPM TYPE 2 YELLOW/RED	WSDOT STD PLAN M-20.30-04
	17	PLASTIC WHITE LANE LINE	WSDOT STD PLAN M-12.10-03
	17A	PLASTIC YELLOW CENTERLINE	WSDOT STD PLAN M-12.10-03
	18	PLASTIC WHITE WIDE DOTTED LANE LINE	WSDOT STD PLAN M-20.10-03
	19	RAISED PAVEMENT MARKER TYPE 1 AND 2 DOUBLE YELLOW CENTERLINE STRIPE	DWG NO ST-19
	20	RAISED PAVEMENT MARKER TYPE 1 AND 2 WHITE LANE STRIPE	DWG NO ST-19
	21	RAISED PAVEMENT MARKER TYPE 1 AND 2 DOUBLE LEFT-TURN CENTERLINE STRIPE	DWG NO ST-19
	22	RAISED PAVEMENT MARKER TYPE 1 AND 2 YELLOW/RED EDGE LINE STRIPE (USE NO PASS LINE)	WSDOT STD PLAN M-20.50-02
	23	RAISED PAVEMENT MARKER TYPE 1 AND 2 WHITE EDGE LINE STRIPE (USE NO PASS LINE)	WSDOT STD PLAN M-20.50-02
	24	GROOVED PLASTIC WHITE DOTTED LANE LINE	WSDOT STD PLAN M-12.10-02
	25	GROOVED PLASTIC WHITE EDGE LINE	WSDOT STD PLAN M-20.10-03
	26	GROOVED PLASTIC YELLOW EDGE LINE	WSDOT STD PLAN M-20.10-03
	27	PLASTIC DOUBLE YELLOW CENTER LINE	WSDOT STD PLAN M-20.10-03
	28	RAISED PAVEMENT MARKER TYPE 1 AND 2 WIDE LANE LINE	DWG NO ST-19
	29	RAISED PAVEMENT MARKER TYPE 1 AND 2 YELLOW CROSS HATCH	DWG NO ST-19
	30	FLEXIBLE GUIDE POST TYPE W	WSDOT STD PLAN M-40.10-03
	31	FLEXIBLE GUIDE POST TYPE Y	WSDOT STD PLAN M-40.10-03
	32	PLASTIC WHITE DOTTED EXTENSION LINE	WSDOT STD PLAN M-20.10-03

KEY MAP



NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 CH-01

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CITY OF TUMWATER

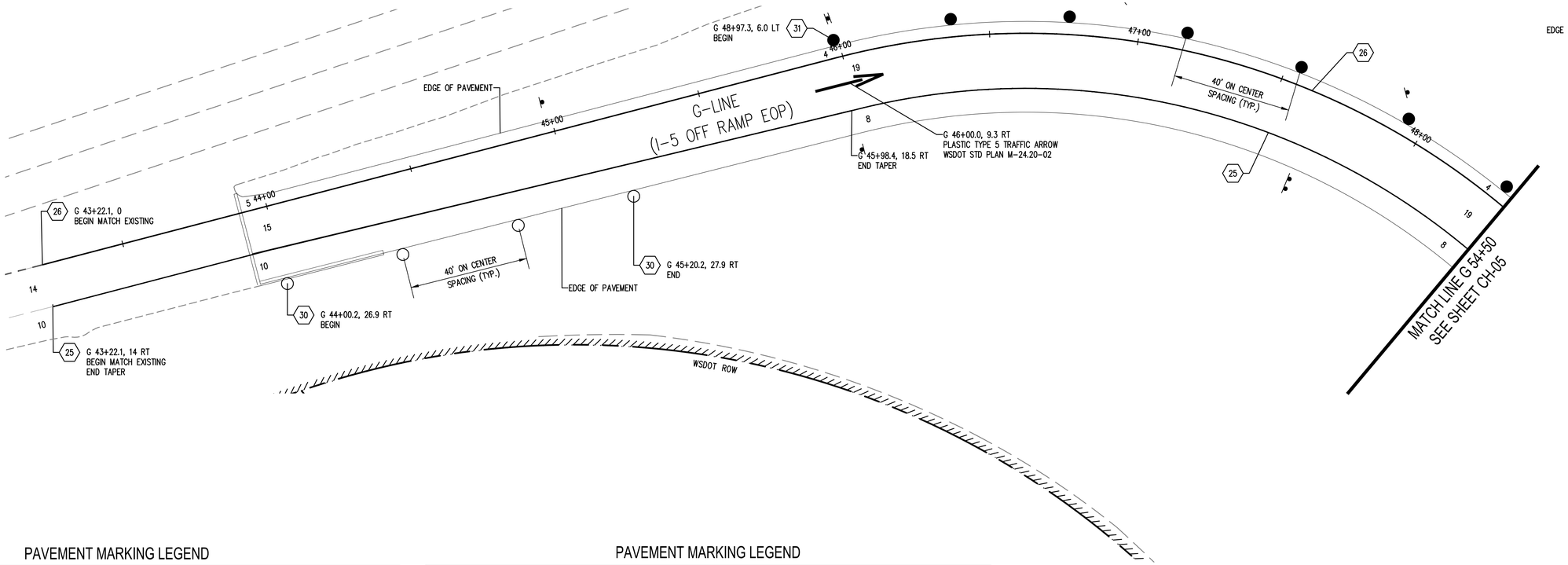
PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

CHANNELIZATION PLAN

DRAWING No.: CH-05

SHEET No.: 133 OF 214

Jun 03, 2022 10:44:03am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25 CH-01.DWG



PAVEMENT MARKING LEGEND

→	1	TYPE 1S PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
↰	2	TYPE 2SL PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
↱	3	TYPE 2SR PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
⇑	4	TYPE 3SL PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
⇑	5	TYPE 3SR PLASTIC TRAFFIC ARROW	WSDOT STD PLAN M-24.40-02
	6	PLASTIC BIKE LANE SYMBOL	WSDOT STD PLAN M-9.50-02
	7	PLASTIC ROUNDABOUT CIRCLE MARKING (INCIDENTAL TO PLASTIC TRAFFIC ARROW)	WSDOT STD PLAN M-12.10-02
	8	PLASTIC YIELD LINE SYMBOL	WSDOT STD PLAN M-24.60-04
	9	PLASTIC STOP LINE	WSDOT STD PLAN M-24.60-04
		PLASTIC CROSSWALK LINE (NOT NUMBERED)	WSDOT STD PLAN M-15.10-01

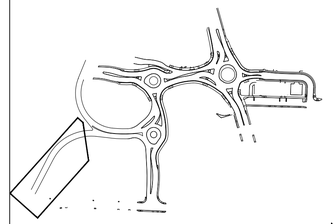
PAVEMENT MARKING LEGEND

	10	PLASTIC YELLOW EDGE LINE	WSDOT STD PLAN M-20.10-03
	11	PLASTIC WHITE EDGE LINE	WSDOT STD PLAN M-20.10-03
	12	PLASTIC WHITE WIDE SOLID LANE LINE AND WIDE EDGE LINE	WSDOT STD PLAN M-20.10-03
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	32	PLASTIC WHITE DOTTED EXTENSION LINE	WSDOT STD PLAN M-20.10-03

NOTES:

1. PLASTIC SYMBOLS AND LETTERING SHALL BE TYPE B PRE-FORMED FUSED THERMOPLASTIC PER WSDOT STANDARD SPECIFICATION 9-34.3(2).
2. PLASTIC BIKE LANE, CROSSWALK, STOP BAR AND LANE LINE IN ROUNDABOUT SHALL BE TYPE D LIQUID COLD APPLIED METHYL METHACRYLATE PER WSDOT STANDARD SPECIFICATIONS 9-34.3(4).
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KEY MAP



NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 CH-01

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 REGISTERED PROFESSIONAL ENGINEER

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CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

CHANNELIZATION PLAN

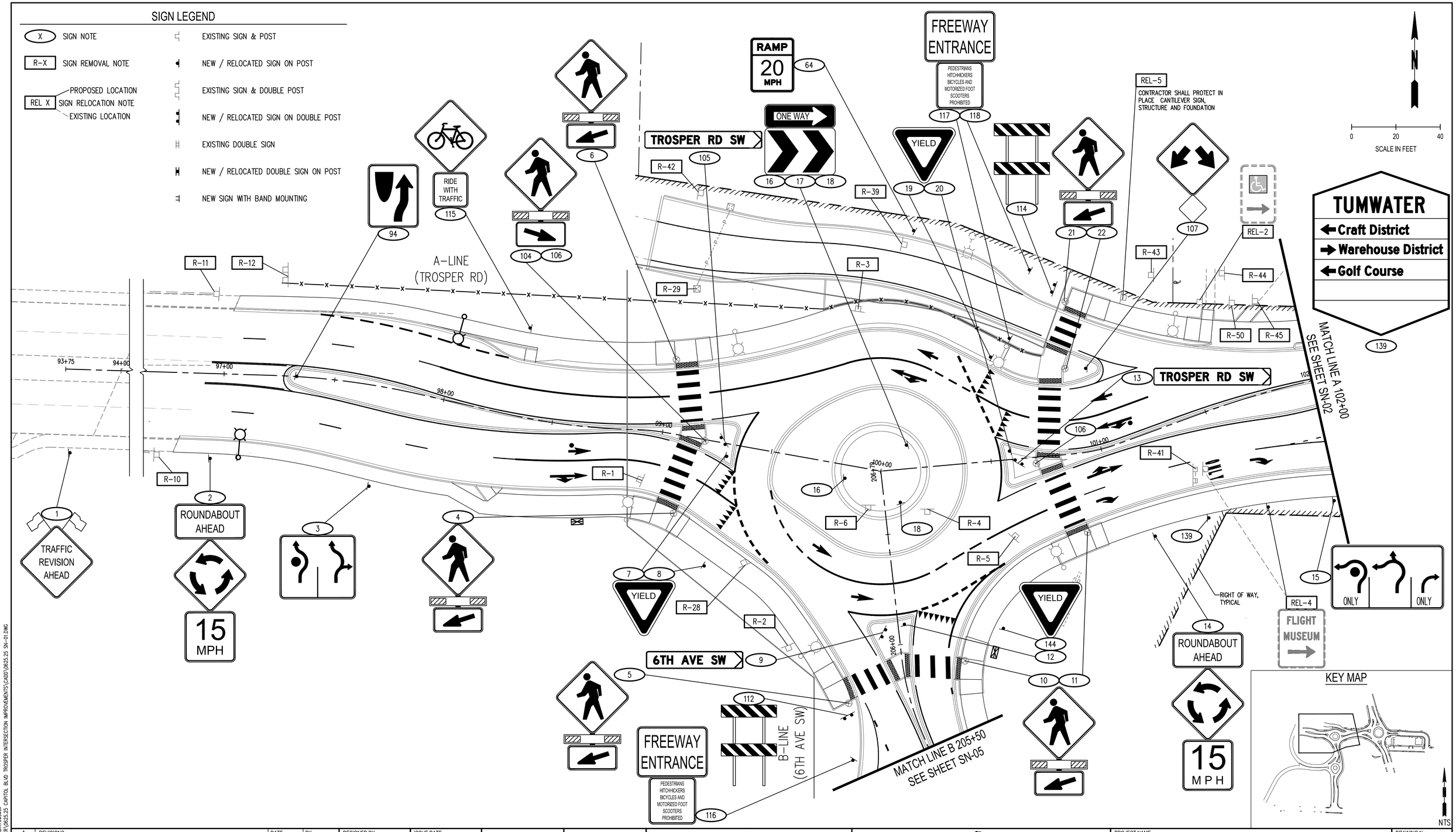
DRAWING No.: CH-06

SHEET No.: 134 OF 214

Jun 03, 2022 10:44:29am – User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 CH-01.DWG

SIGN LEGEND

- X — SIGN NOTE
- R-X — SIGN REMOVAL NOTE
- REL X — PROPOSED LOCATION / SIGN RELOCATION NOTE / EXISTING LOCATION
- EXISTING SIGN & POST
- NEW / RELOCATED SIGN ON POST
- EXISTING SIGN & DOUBLE POST
- NEW / RELOCATED SIGN ON DOUBLE POST
- EXISTING DOUBLE SIGN
- NEW / RELOCATED DOUBLE SIGN ON POST
- NEW SIGN WITH BAND MOUNTING



REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL	ISSUE DATE: - -
DRAWN BY: J. GRAHAM	JOB No.: 0625.25
CHECKED BY: S. SAWYER	DRAWING FILE No.: 0625.25 SN-01

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

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CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

SIGNING PLAN

DRAWING No.: SN-01

SHEET No.: 136 OF 214

Jun 03, 2022 10:46:53am – User: sam.rowswell
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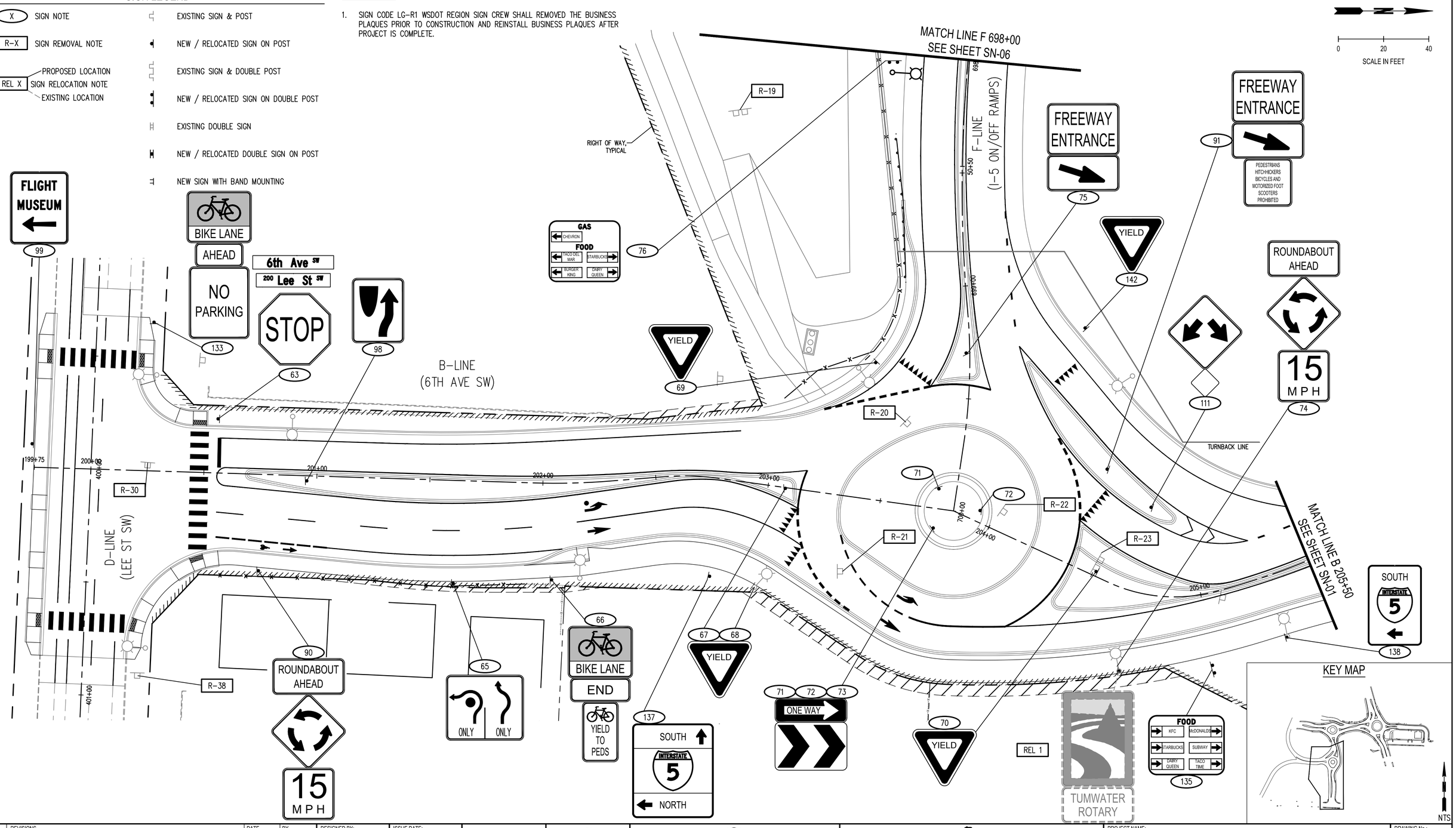
Item 6I.

SIGN LEGEND

- X — SIGN NOTE
- R-X — SIGN REMOVAL NOTE
- REL X — SIGN RELOCATION NOTE (PROPOSED LOCATION / EXISTING LOCATION)
- EXISTING SIGN & POST
- NEW / RELOCATED SIGN ON POST
- EXISTING SIGN & DOUBLE POST
- NEW / RELOCATED SIGN ON DOUBLE POST
- EXISTING DOUBLE SIGN
- NEW / RELOCATED DOUBLE SIGN ON POST
- NEW SIGN WITH BAND MOUNTING

SIGN NOTES:

1. SIGN CODE LG-R1 WSDOT REGION SIGN CREW SHALL REMOVED THE BUSINESS PLAQUES PRIOR TO CONSTRUCTION AND REINSTALL BUSINESS PLAQUES AFTER PROJECT IS COMPLETE.



REVISIONS	DATE	BY
△ FINAL		

DESIGNED BY: S. ROWSWELL	ISSUE DATE: - -
DRAWN BY: J. GRAHAM	JOB No.: 0625.25
CHECKED BY: S. SAWYER	DRAWING FILE No.: 0625.25 SN-02

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CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

SIGNING PLAN

DRAWING No.: SN-05

SHEET No.: 140 OF 214

Jun 03, 2022 - 10:48:40am - User: sam.rowswell
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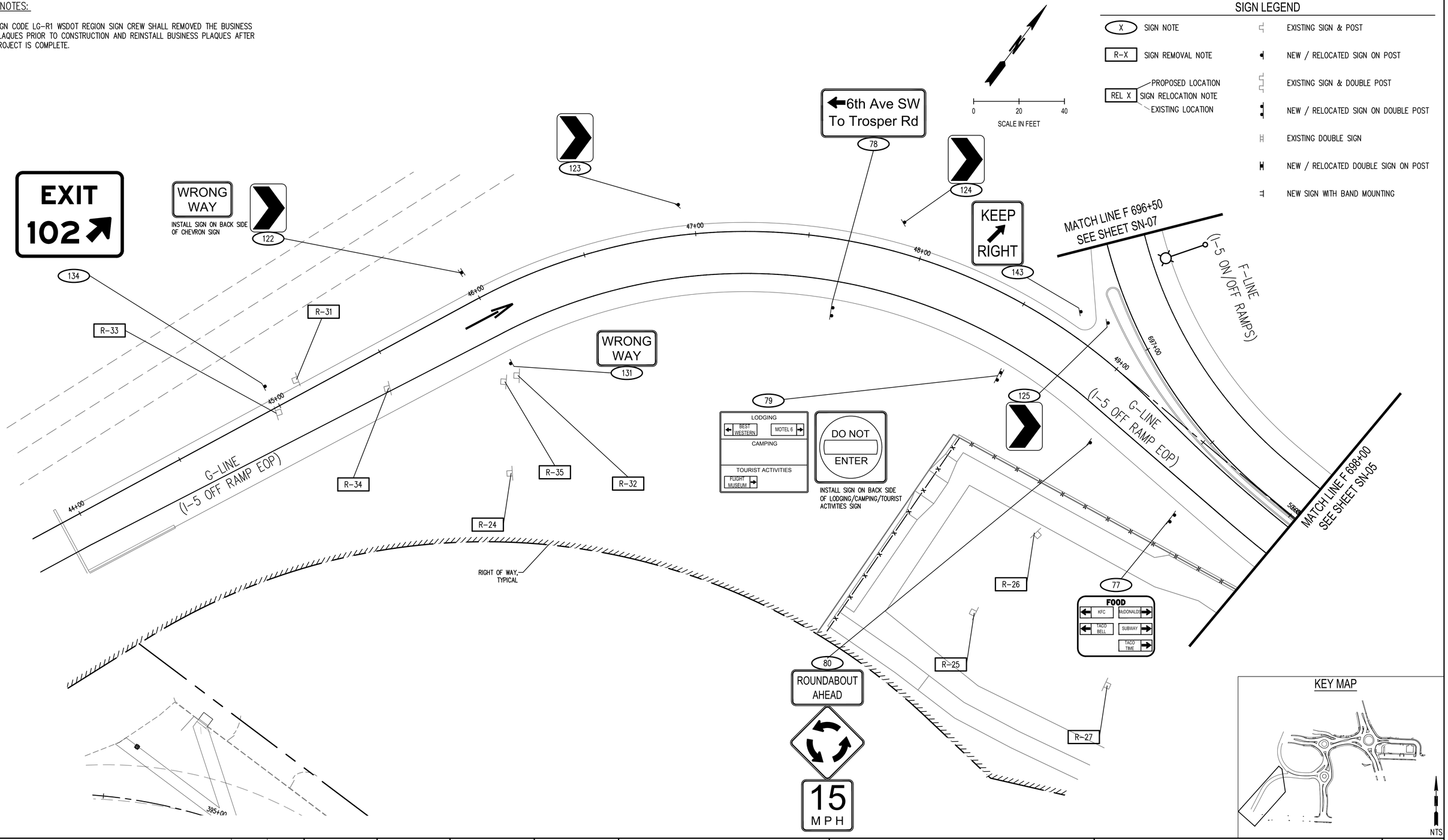
SIGN NOTES:

1. SIGN CODE LG–R1 WSDOT REGION SIGN CREW SHALL REMOVED THE BUSINESS PLAQUES PRIOR TO CONSTRUCTION AND REINSTALL BUSINESS PLAQUES AFTER PROJECT IS COMPLETE.

SIGN LEGEND

- X — SIGN NOTE
- R–X — SIGN REMOVAL NOTE
- REL X — PROPOSED LOCATION / SIGN RELOCATION NOTE / EXISTING LOCATION
- EXISTING SIGN & POST
- NEW / RELOCATED SIGN ON POST
- EXISTING SIGN & DOUBLE POST
- NEW / RELOCATED SIGN ON DOUBLE POST
- EXISTING DOUBLE SIGN
- NEW / RELOCATED DOUBLE SIGN ON POST
- NEW SIGN WITH BAND MOUNTING

0 20 40
SCALE IN FEET



KEY MAP

NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 SN-02

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

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CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

SIGNING PLAN

DRAWING No.: SN-06

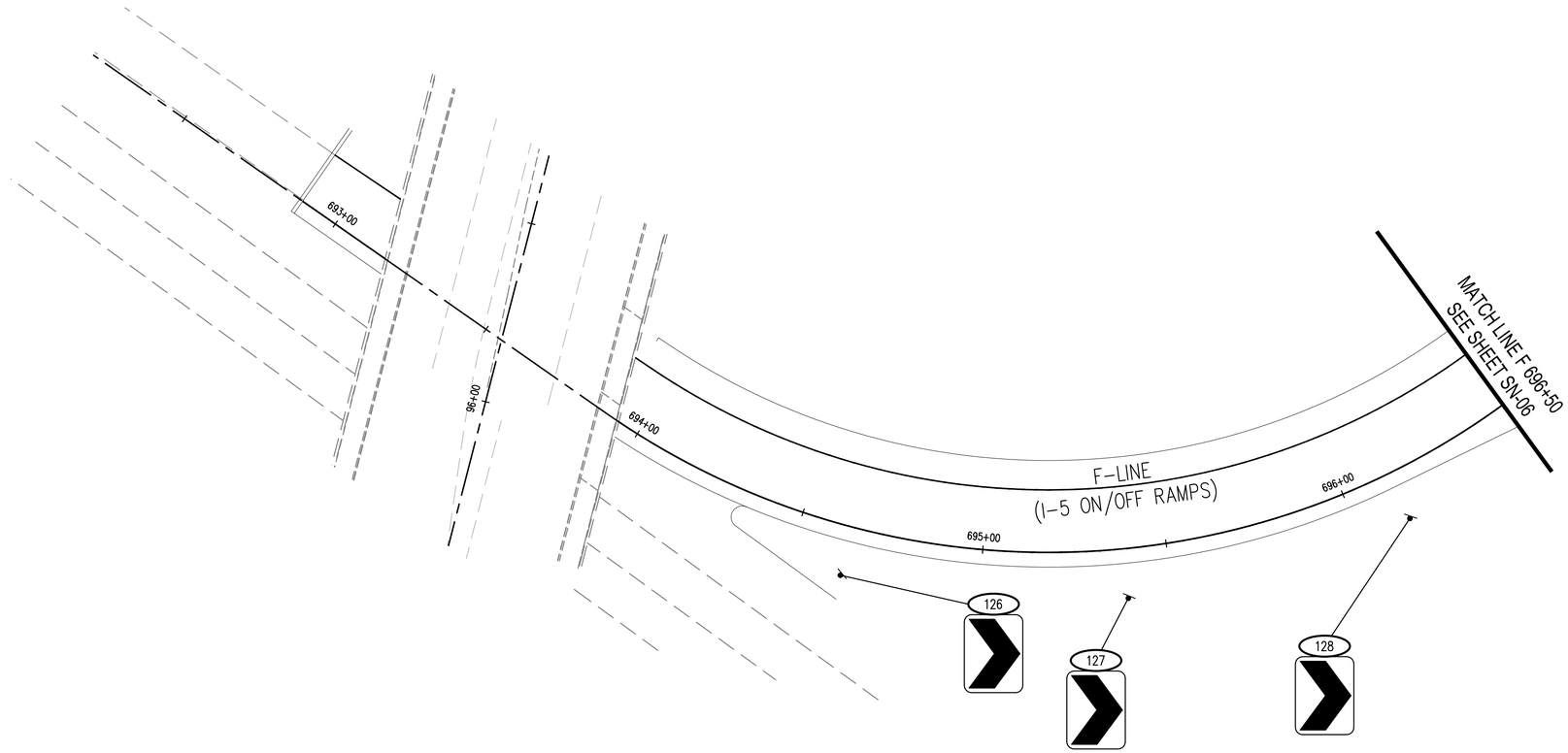
SHEET No.: 141 OF 214

Jun 03, 2022 10:49:59am – User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25 SN-02.DWG

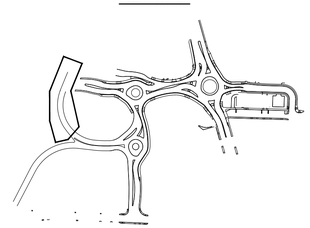
SIGN LEGEND

X — SIGN NOTE	EXISTING SIGN & POST
R-X — SIGN REMOVAL NOTE	NEW / RELOCATED SIGN ON POST
REL X — SIGN RELOCATION NOTE (PROPOSED LOCATION / EXISTING LOCATION)	EXISTING SIGN & DOUBLE POST
	NEW / RELOCATED SIGN ON DOUBLE POST
	EXISTING DOUBLE SIGN
	NEW / RELOCATED DOUBLE SIGN ON POST
	NEW SIGN WITH BAND MOUNTING

0 20 40
SCALE IN FEET



KEY MAP



NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 SN-02

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SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

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CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD
RECONFIGURATION PROJECT

SIGNING PLAN

DRAWING No.: SN-07
SHEET No.: 142 OF 214

Jun 03, 2022 - 10:50:13am - User: sam.crowell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 SN-02.DWG

CONSTRUCTION NOTES:

1. ALL SIGNS ARE GROUND MOUNTED. SEE WSDOT STANDARD PLAN G-20.10 FOR PLACEMENT.
2. ALL SIGNS INSTALLED IN WSDOT ROW TO BE STEEL SIGN SUPPORT TYPE ST-4 SIGN PER WSDOT STANDARD PLAN G-24.50-05 UNLESS OTHERWISE NOTED..
3. ALL SIGNS INSTALLED WITHIN CITY ROW TO BE STEEL SIGN SUPPORT TYPE ST-4 UNLESS OTHERWISE NOTED. CONFIRM GAUGE OF SIGN POST VIA WINDLOAD TABLE ON SND-04.
4. WOOD POST TO BE INSTALLED PER WSDOT STANDARD PLAN G-22.10-04.
5. FOR CODE REFERENCES AND STANDARD DETAILS SEE WASHINGTON STATE SIGN FABRICATION MANUAL.
6. ALL SIGNS OVER 36" IN WIDTH SHALL HAVE BRACING (SEE WSDOT STANDARD PLAN G-50.10-03).
7. ALL SIGNS ARE SHEETING TYPE IV UNLESS OTHERWISE NOTED.
8. RELOCATED SIGNS SHALL INCLUDE REMOVAL AND DISPOSAL OF POST AND FOUNDATION, UNLESS OTHERWISE NOTED.
9. REMOVED SIGNS SHALL INCLUDE REMOVAL AND DISPOSAL OF SIGN, POST, AND FOUNDATION, UNLESS OTHERWISE NOTED.
10. SALVAGED SIGNS SHALL ONLY BE THE SIGN. CONTRACTOR SHALL DISPOSE OF POST AND FOUNDATION. COORDINATE WITH CITY INSPECTOR FOR SIGNS TO BE SALVAGED PRIOR TO REMOVAL
11. BACKGROUND SHEETING FOR CROSSWALK SIGNAGE SHALL BE PER CITY OF TUMWATER DETAIL ST-32B ON SND-04.
12. STATION AND OFFSETS ARE MEASURED TO CENTER OF SIGN FOR BOTH SINGLE POSTS AND DOUBLE POSTS SIGNS.
13. SEE SHEET IL-06 FOR RECTANGULAR RAPID FLASHING BEACON DETAIL.

SIGN RELOCATION SPECIFICATIONS (REL-##)

SIGN NO.	SIGN CODE NUMBER	SIGN DESCRIPTION	EXISTING LOCATION	PROPOSED LOCATION	SIGN SIZE		POST MATERIAL	POST SIZE (INCH X INCH)	POST LENGTH		MAXIMUM XYZ (CU. FT.)	REMARKS
					X (INCH)	Y (INCH)			H1	H2		
1	CUSTOM	SCENIC	B 205+07.9, 2.8 RT	B 205+30.2, 28.2 RT	CUSTOM	CUSTOM	STEEL	2X2	10		SEE SIGN 135	MOUNT BELOW SIGN 135 ON ILLUMINATION POLE
	CUSTOM	TUMWATER ROTARY			CUSTOM	CUSTOM						MOUNT BELOW SCENIC SIGN
2	D9-6 MOD	SYMBOL HANDICAPPED RIGHT ARROW	A 101+63.8, 47.1 LT	A 101+63.8, 47.1 LT	18	24	STEEL	2X2	10		30	REMOVE AND REPLACE WITH NEW POST
3		NOT USED										
4	CUSTOM	FLIGHT MUSEUM	A 101+35.6, 26.2 RT	A 101+63.7, 49.7 RT	18	24	STEEL	2X2	10		18.5	
5	D1-801	APPROACH DIRECTIONAL SIGN - 2 DESTINATION	A 101+32.6, 61.4 LT	A 101+32.6, 61.4 LT	CANTILEVER							CONTRACTOR SHALL PROTECT CANTILEVER SIGN, STRUCTURE AND FOUNDATION, REPLACE SIGN SEE SHEET SND-06

SIGN REMOVAL SPECIFICATIONS (R-##)

SIGN NO.	SIGN CODE NUMBER	SIGN DESCRIPTION	EXISTING LOCATION	REMARKS
1	W13-3	RAMP 20 MPH	A 98+92.3, 22.8 RT	
2	R5-1	WRONG WAY	B 206+05.3 50.5 LT	
3	W11-2	ADVANCED PEDESTRIAN CORSSING	A 99+77.1, 69.0 LT	MOUNTED ABOVE W16-7R
	W16-7R	ARROW (RIGHT)		
4	R6-1L	ONE WAY (LEFT)	B 206+59.4, 19.0 RT	MOUNTED ABOVE R5-1
	R5-1	DO NOT ENTER		
5	R1-2	YIELD	A 100+57.0, 35.4 RT	
6	R5-1	DO NOT ENTER	B 206+62.4, 7.5 LT	
7	R1-2	YIELD	A 103+14.4, 46.6 LT	
8	R1-2	YIELD	A 103+46.1, 27.8 LT	
9	CUSTOM	WATER VALVE SIGN	G 45+99.3, 38.5 RT	SALVAGE TO OWNER
10	OM3-L	TYPE 3 OBJECT MARKER	A 96+69.4, 37.4 RT	PROTECT IN PLACE
11	OM3-R	TYPE 3 OBJECT MARKER	A 96+96.7, 36.1 LT	PROTECT IN PLACE
12	D1-801	APPROACH DIRECTIONAL SIGN - 2 DESTINATIONS	A 97+26.8, 45.6 LT	PROTECT IN PLACE
13	R7-801	RESERVED PARKING (DISABLED LOGO)	CD 308+17.1, 44.0 RT	CONTRACTOR SHALL SALVAGE AND RETURN TO OWNER
14	CUSTOM	NO TRUCK TURNAROUND OR ACCESS	A 104+79.7, 24.0 RT	
15	W14-1	DEAD END	E 500+81.5, 17.1 RT	
16	R5-3	NO MOTOR VEHICLE	A 108+57.9, 5.8 RT	
17	R3-7R	RIGHT LANE MUST TURN RIGHT	CD 308+72.1, 53.8 LT	
18	R3-7R	RIGHT LANE MUST TURN RIGHT	CD 309+64.3, 47.8 LT	
19	LG-R1	LODGING, CAMPING, TOURIST ACTIVITIES	F 698+27.0, 99.1 RT	
20	LG-R1	FOOD	F 699+63.5, 26.7 RT	
21	R8-3	NO PARKING	B 203+35.5, 35.5 RT	
22	D9-11B	ELECTRIC VEHICLE CHARGING	B 204+01.8, 9.2 LT	MOUNTED ABOVE M6-1
	M6-1	DIRECTIONAL ARROW		
23	LG-R1	GAS FOOD	B 204+46.6, 5.2 LT	
24	R5-1A	WRONG WAY	G 45+76.1, 74.9 RT	
25	R5-1	DO NOT ENTER	G 46+22.9, 123.0 RT	
26	R4-7B	KEEP RIGHT 30 DEGREE ARROW	G 49+19.3, 78.1 RT	
27	W3-3	SIGNAL AHEAD (SYMBOL)	G 49+85.7, 109.5 RT	
28	D13-3	FREEWAY ENTRANCE	B 206+45.6, 66.3' LT	
	W16-7L	ARROW (LEFT)		
	R5-1002	PEDESTRIAN, HITCHHIKERS, BICYCLES PROHIBITED		
29	E12-201	FREEWAY ENTRANCE	A 99+03.7, 66.4 LT	REMOVE FROM ILLUMINATION POLE
30	R7-101	NO PARKING ANY TIME	D 399+96.0, 25.1 LT	
31	E5-1A	EXIT 102 ARROW	G 45+12.6, 6.4 LT	
32	R5-1A	WRONG WAY	G 45+99.3, 38.5 RT	
33	W1-8	CHEVRON ALIGNMENT SIGN	G 44+97.1, 2.2 RT	
34	W1-8	CHEVRON ALIGNMENT SIGN	G 45+46.4, 16.3 RT	
35	W1-8	CHEVRON ALIGNMENT SIGN	G 45+92.8, 38.2 RT	
36	INTENTIONALLY NOT USED			
37	D3-102	CROSSROADS NAME SIGN (LINDA ST)	E 500+42.9, 35.9 LT	
	D3-102	CROSSROADS NAME SIGN (CAPITOL BLVD)		
	R1-1	STOP		
38	R2-17	BIKE LANE ONLY	D 400+89.2, 24.2 LT	PROTECT IN PLACE
	R3-17B	AHEAD		
	R8-3	NO PARKING		
39	W13-3	RAMP SPEED 20 MPH	A 100+18.6, 101.1 LT	
40	CUSTOM	FLIGHT MUSEUM	A 101+35.6, 26.2 RT	
41	LG-R1	LODGING, FOOD, TOURIST ACTIVITIES	A 101+39.9, 23.7 RT	

SIGN REMOVAL SPECIFICATIONS (R-##)

SIGN NO.	SIGN CODE NUMBER	SIGN DESCRIPTION	EXISTING LOCATION	REMARKS
42	E12-201	FREEWAY ENTRANCE	A 98+99.3, 109.2 LT	
	R5-1001	PEDESTRIAN HITCHHIKERS PROHIBITED		
43	CUSTOM	TACO BELL OVERHEAD SIGN	A 101+48.3, 65.9 LT	PROTECT IN PLACE
44	CUSTOM	JACK IN BOX OVERHEAD SIGN	A 101+75.5, 57.0 LT	PROTECT IN PLACE
45	R5-1	DO NOT ENTER	A 101+83.5, 41.4 LT	
46	CUSTOM	EXIT ONLY STARBUCKS POWER SIGN	CD 305+14.7, 41.4 RT	PROTECT IN PLACE
47	CUSTOM	THANK YOU STARBUCKS POWER SIGN	CD 305+46.0, 50.5 RT	PROTECT IN PLACE
48	CUSTOM	AUTO SHOP OVERHEAD SIGN	CD 305+45.3, 44.1 LT	PROTECT IN PLACE
49	CUSTOM	PLAZA JALISCO POWER SIGN	CD 309+43.2, 54.1 RT	PROTECT IN PLACE
50	R2-1	SPEED LIMIT 20	A 101+74.1, 43.5 LT	

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 SN-01

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER STATE OF WASHINGTON 35872 REGISTERED PROFESSIONAL ENGINEER

SCJ ALLIANCE
CONSULTING SERVICES
8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
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SCJALLIANCE.COM

CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

SIGN SCHEDULE

DRAWING No.: SND-01

SHEET No.: 144 OF 214

Jun. 03, 2022 - 10:52:41am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 SN-01.DWG

SIGN INSTALLATION SPECIFICATIONS (##)

SIGN NO.	SIGN CODE NUMBER	SIGN DESCRIPTION	LOCATION (STATION NO.)	SIGN SIZE		POST MATERIAL	POST SIZE (INCH X INCH)	POST LENGTH		MAXIMUM XYZ (CU. FT.)	REMARKS
				X (INCH)	Y (INCH)			H1	H2		
1	W20-901	TRAFFIC REVISION AHEAD	A 93+78.1, 37.7 RT	48	48	WOOD	4X4	11		176	BLACK ON ORANGE; SHEETING TYPE X; INSTALLED AND RE
2	W2-6P	ROUNDABOUT AHEAD	A 96+94.8, 38.3 RT	48	24	STEEL***	2.5X2.5	14		294	MOUNT ABOVE W2-6
	W2-6	ROUNDABOUT AHEAD (SYMBOL)		36	36						MOUNT ABOVE W13-1
	W13-1	15 MPH		24	24						POST WITH 2.25-INCH FULL LENGTH INSERT
3	R3-8	ROUNDABOUT DIRECTIONAL	A 97+73.8, 45.2 RT	48	36	STEEL	2.5X2.5	11		132	
4*	W11-2	PEDESTRIAN CROSSING	A 99+11.3, 35.1 RT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
5*	W11-2	PEDESTRIAN CROSSING	B 205+79.7, 27.2 LT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
6*	W11-2	PEDESTRIAN CROSSING	A 99+00, 33.3 LT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
7	R1-2	YIELD	A 99+23.9, 2.4 RT	48	48	STEEL***	2.5X2.5	11		176	
8	R1-2	YIELD	A 99+29.1, 56.1 RT	48	48	STEEL***	2.5X2.5	11		176	
9	D3-102	STREET NAME(6TH AVE SW)	B 206+06.3, 7.3 LT	66	12	STEEL	2.5X2.5	13	13	72	DOUBLE POST
10*	W11-2	PEDESTRIAN CROSSING	B 205+87.8, 28.0 RT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
11*	W11-2	PEDESTRIAN CROSSING	A 100+89.6, 35.8 RT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
12	R1-2	YIELD	B 206+08.9, 2.9 RT	48	48	STEEL***	2.5X2.5	11		176	
13	D3-102	STREET NAME (TROSPER RD SW)	A 100+61.9, 2.0 RT	80	12	STEEL	2.5X2.5	13	13	87	DOUBLE POST
14	W2-6P	ROUNDABOUT AHEAD	A 101+09.4, 44.8 RT	48	24	STEEL***	2.5X2.5	14		294	MOUNT ABOVE W2-6
	W2-6	ROUNDABOUT AHEAD (SYMBOL)		36	36						MOUNT ABOVE W13-1
	W13-1	15 MPH		24	24						POST WITH 2.25-INCH FULL LENGTH INSERT
15	R3-8A	ROUNDABOUT DIRECTIONAL	A 101+97.5, 55.0 RT	60	36	STEEL***	2.5X2.5	12		252	MOUNT ABOVE CUSTOM SIGN
	CUSTOM	FLIGHT MUSEUM		24	36						EXISTING SIGN – SEE REL-4; POST WITH 2.25-INCH FULL
16	R6-1R	ONE WAY (RIGHT)	A 99+84.6, 6.0 RT	36	12	STEEL	2.5X2.5	7		91	MOUNT ABOVE R6-4
	R6-4	CHEVRON		60	24						MOUNT SIGN ON NEW POST AT 4 FT HEIGHT
17	R6-1R	ONE WAY (RIGHT)	A 100+15.4, 5.8 LT	36	12	STEEL	2.5X2.5	7		91	MOUNT ABOVE R6-4
	R6-4	CHEVRON		60	24						MOUNT SIGN ON NEW POST AT 4 FT HEIGHT
18	R6-1R	ONE WAY (RIGHT)	B 206+63.8, 7.2 RT	36	12	STEEL	2.5X2.5	7		91	MOUNT ABOVE R6-4
	R6-4	CHEVRON		60	24						MOUNT SIGN ON NEW POST AT 4 FT HEIGHT
19	R1-2	YIELD	A 100+53.9, 46.8 LT	48	48	STEEL***	2.5X2.5	11		176	
20	R1-2	YIELD	A 100+63.9, 0.6 LT	48	48	STEEL***	2.5X2.5	11		176	
21*	W11-2	PEDESTRIAN CROSSING	A 101+03.1, 68.9 LT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
22*	W11-2	PEDESTRIAN CROSSING	A 100+87.4, 38.4 LT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
23	R3-8	ROUNDABOUT DIRECTIONAL	A 102+13.9, 30.7 LT	48	42	STEEL	2.5X2.5	11		154	
24	W2-6P	ROUNDABOUT AHEAD	A 102+51.1, 21.5 LT	48	24	STEEL***	2.5X2.5	14		294	MOUNT ABOVE W2-6
	W2-6	ROUNDABOUT AHEAD (SYMBOL)		36	36						MOUNT ABOVE W13-1
	W13-1	15 MPH		24	24						POST WITH 2.25-INCH FULL LENGTH INSERT
25*	W11-2	PEDESTRIAN CROSSING	A 102+81.7, 35.2 LT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
26	R1-2	YIELD	CD 308+47.4, 40.1 LT	48	48	STEEL***	2.5X2.5	11		176	
27	R1-2	YIELD	CD 308+40.8, 2.6 LT	48	48	STEEL***	2.5X2.5	11		176	
28	D3-102	STREET NAME (TROSPER RD SW)	A 103+18.1, 3.8 LT	80	12	STEEL	2.5X2.5	13	13	87	DOUBLE POST
29	D3-102	STREET NAME (TROSPER RD SE)	A 104+82.8, 1.7 RT	79	12	STEEL	2.5X2.5	13	13	86	DOUBLE POST
30	R1-2	YIELD	A 103+11.4, 3.0 RT	48	48	STEEL***	2.5X2.5	11		176	
31	R1-2	YIELD	A 103+24.0, 49.0 RT	48	48	STEEL***	2.5X2.5	11		176	
32	R1-2	YIELD	A 103+38.7, 95.5 RT	48	48	STEEL***	2.5X2.5	11		176	
33*	W11-2	PEDESTRIAN CROSSING	A 102+93.1, 67.5 RT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
34*	W11-2	PEDESTRIAN CROSSING	A 102+87.3, 36.1 RT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
35*	W11-2	PEDESTRIAN CROSSING	CD 306+50.5, 45.0 LT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
36	D3-102	STREET NAME (CAPITOL BLVD SE)	CD 306+78.8, 5.6 LT	87	12	STEEL	2.5X2.5	13	13	95	DOUBLE POST
37	D3-102	STREET NAME (CAPITOL BLVD SE)	CD 308+35.9, 2.2 RT	87	12	STEEL	2.5X2.5	13	13	95	DOUBLE POST
38	R1-2	YIELD	CD 306+80.7, 8.5 RT	48	48	STEEL***	2.5X2.5	11		176	
39	R1-2	YIELD	CD 306+84.2, 61.0 RT	48	48	STEEL***	2.5X2.5	11		176	
40*	W11-2	PEDESTRIAN CROSSING	A 105+03.0, 23.5 RT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL

* SINGLE SIDED RRFB, ALL RRFB CROSSING SIGNS SHALL BE FLUORESCENT YELLOW-GREEN

** DOUBLE SIDED RRFB, ALL RRFB CROSSING SIGNS SHALL BE FLUORESCENT YELLOW-GREEN

***SLIP BASE STEEL SIGN SUPPORT PER WSDOT STANDARD PLAN G-24.40-07. CONFIRM FOR RFID POST MATERIAL, SEE ILLUMINATION SHEETS AND SCHEDULE;

SIGN INSTALLATION SPECIFICATIONS (##)

SIGN NO.	SIGN CODE NUMBER	SIGN DESCRIPTION	LOCATION (STATION NO.)	SIGN SIZE		POST MATERIAL	POST SIZE (INCH X INCH)	POST LENGTH		MAXIMUM XYZ (CU. FT.)	REMARKS
				X (INCH)	Y (INCH)			H1	H2		
41	R3-17	BIKE LANE ONLY	A 106+02.2, 18.5 RT	30	24	STEEL	2.5X2.5	10		60	MOUNT ABOVE M4-11
	M4-11	BEGIN		24	6						
42	R1-2	YIELD	A 104+81.3, 31.4 LT	48	48	STEEL***	2.5X2.5	11		176	
43*	W11-2	PEDESTRIAN CROSSING	6A 105+01.9, 31.5 LT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
44	R3-17	BIKE LANE ONLY	A 105+94.5, 25.7 LT	30	24	STEEL	2.5X2.5	12		90	MOUNT ABOVE M4-12
	M4-12	END		24	6						MOUNT ABOVE R9-6
	R9-6	BIKE (SYMBOL) YIELD TO PEDS		12	18						
45	W2-6P	ROUNDABOUT AHEAD	A 106+49.1, 21.2 LT	48	12	STEEL***	2.5X2.5	14		294	MOUNT ABOVE W2-6
	W2-6	ROUNDABOUT AHEAD (SYMBOL)		36	36						MOUNT ABOVE W13-1
	W13-1	15 MPH		24	24						POST WITH 2.25-INCH FULL LENGTH INSERT
46	M8-101	ROUTE MARKER ASSEMBLY W/ ARROW (I-5)	A 107+05.5, 19.5 LT	36	48	STEEL	2.5X2.5	11		132	
47	R6-1R	ONE WAY (RIGHT)	A 104+29.0, 6.7 LT	36	12	STEEL	2.5X2.5	7		91	MOUNT ABOVE R6-4
	R6-4	CHEVRON		60	24						MOUNT SIGN ON NEW POST AT 4 FT HEIGHT
48	R6-1R	ONE WAY (RIGHT)	CD 307+29.4, 6.5 RT	36	12	STEEL	2.5X2.5	7		91	MOUNT ABOVE R6-4
	R6-4	CHEVRON		60	24						MOUNT SIGN ON NEW POST AT 4 FT HEIGHT
49	R6-1R	ONE WAY (RIGHT)	A 103+69.7, 9.5 RT	36	12	STEEL	2.5X2.5	7		91	MOUNT ABOVE R6-4
	R6-4	CHEVRON		60	24						MOUNT SIGN ON NEW POST AT 4 FT HEIGHT
50	R6-1R	ONE WAY (RIGHT)	CD 307+89.7, 5.4 LT	36	12	STEEL	2.5X2.5	7		91	MOUNT ABOVE R6-4
	R6-4	CHEVRON		60	24						MOUNT SIGN ON NEW POST AT 4 FT HEIGHT
51	R3-17	BIKE LANE ONLY	CD 306+21.1, 40.2 LT	30	24	STEEL	2.5X2.5	10		60	MOUNT ABOVE M4-11
	M4-11	BEGIN		24	6						
52	R3-17	BIKE LANE ONLY	CD 305+19.2, 35.8 RT	30	24	STEEL	2.5X2.5	12		90	MOUNT ABOVE M4-12
	M4-12	END		24	6						MOUNT ABOVE R9-6
	R9-6	BIKE (SYMBOL) YIELD TO PEDS		12	18						
53	W2-6P	ROUNDABOUT AHEAD	CD 304+25.0, 36.0 RT	48	24	STEEL***	2.5X2.5	14		294	MOUNT ABOVE M4-11
	W2-6	ROUNDABOUT AHEAD (SYMBOL)		36	36						MOUNT ABOVE W13-1
	W13-1	15 MPH		24	24						POST WITH 2.25-INCH FULL LENGTH INSERT
54	R3-8	ROUNDABOUT DIRECTIONAL	CD 305+63.0, 37.6 RT	48	48	STEEL***	2.5X2.5	11		176	
55	D3-102	CROSSROADS NAME SIGN (LINDA ST)	A 109+35.2, 19.5 RT	53	9	STEEL***	2.5X2.5	11		177	MOUNT ABOVE D3-102 (TROSPER RD SE)
	D3-102	CROSSROADS NAME SIGN (TROSPER RD SE)		61	9						MOUNT ABOVE R1-1
	R1-1	STOP		36	36						
56	R3-17	BIKE LANE ONLY	A 109+00.1, 18.8 LT	30	24	STEEL	2.5X2.5	10		60	MOUNT ABOVE M4-11
	M4-11	BEGIN		24	6						MOUNT ON ILLUMINATION POLE.
57*	W11-2	PEDESTRIAN CROSSING	CD 308+72.0, 44.5 RT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
58*	W11-2	PEDESTRIAN CROSSING	CD 308+68.4, 31.3 LT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
59*	W11-2	PEDESTRIAN CROSSING	CD 308+71.6 72.3 LT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
60	W2-6P	ROUNDABOUT AHEAD	CD 311+26.00, 40.0' LT	48	24	STEEL***	2.5X2.5	14		294	MOUNT ABOVE W2-6
	W2-6	ROUNDABOUT AHEAD (SYMBOL)		36	36						MOUNT ABOVE W13-1
	W13-1	15 MPH		24	24						POST WITH 2.25-INCH FULL LENGTH INSERT
61	R3-8A	ROUNDABOUT DIRECTIONAL	CD 310+09.7, 52.5 LT	60	36	STEEL***	3X3	13		370	POST WITH 2.25-INCH FULL LENGTH INSERT
	M8-101	ROUTE MARKER ASSEMBLY W/ ARROW (I-5)		36	54						MOUNT ABOVE R3-8A
62	W20-901	TRAFFIC REVISION AHEAD	CD 311+50.4, 35.7 LT	36	36	WOOD	4X4	11		99	INSTALLED AND REMOVED BY CONTRACTOR
63	D3-102	CROSSROADS NAME SIGN (6TH AVE SW)	B 200+55.5, 23.9 LT	53	9	STEEL	2.5X2.5	11		170	MOUNT ABOVE D3-102 (LEE ST SW)
	D3-102	CROSSROADS NAME SIGN (LEE ST SW)		50	9						MOUNT ABOVE R1-1
	R1-1	STOP		36	36						
64	W13-3	RAMP SPEED 20 MPH	A 100+24.5, 106.7 LT	36	48	STEEL	2.5X2.5	11		132	
65	R3-8	ROUNDABOUT DIRECTIONAL	B 202+04.0, 42.7 RT	48	42	STEEL	2.5X2.5	11		154	
66	R3-17	BIKE LANE ONLY	B 202+03.9, 42.5 RT	30	24	STEEL	2.5X2.5	12		90	MOUNT ABOVE M4-12
	M4-12 MOD	END		24	6						MOUNT ABOVE R9-6, SIGN IS WHITE ON GREEN
	R9-6	BIKE (SYMBOL) YIELD TO PEDS		12	18						
67	R1-2	YIELD	B 203+07.7, 0.3 RT	48	48	STEEL***	2.5X2.5	11		176	
68	R1-2	YIELD	B 203+16.5, 42.5 RT	48	48	STEEL***	2.5X2.5	11		176	
69	R1-2	YIELD	F 699+34.1, 41.6 RT	48	48	STEEL***	2.5X2.5	11		176	
70	R1-2	YIELD	B 204+51.2 2.1 LT	48	48	STEEL***	2.5X2.5	11		176	
71	R6-1R	ONE WAY (RIGHT)	F 699+91.6, 7.9 RT	36	12	STEEL	2.5X2.5	7		91	MOUNT ABOVE R6-4
	R6-4	CHEVRON		48	24						MOUNT SIGN ON NEW POST AT 4 FT HEIGHT
72	R6-1R	ONE WAY (RIGHT)	B 203+93.3, 5.1 LT	36	12	STEEL	2.5X2.5	7		91	MOUNT ABOVE R6-4
	R6-4	CHEVRON		48	24						MOUNT SIGN ON NEW POST AT 4 FT HEIGHT
73	R6-1R	ONE WAY (RIGHT)	B 203+74.8, 8.7 RT	36	12	STEEL	2.5X2.5	7		91	MOUNT ABOVE R6-4
	R6-4	CHEVRON		48	24						MOUNT SIGN ON NEW POST AT 4 FT HEIGHT
74	W2-6P	ROUNDABOUT AHEAD	B 204+71.9, 35.6 RT	48	24	STEEL***	2.5X2.5	14		294	MOUNT ABOVE W2-6
	W2-6	ROUNDABOUT AHEAD (SYMBOL)		36	36						MOUNT ABOVE W13-1
	W13-1	15 MPH		24	24						POST WITH 2.25-INCH FULL LENGTH INSERT

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 SN-D1

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

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CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

SIGN SCHEDULE

DRAWING No.: SND-02

SHEET No.: 145 OF 214

Jun 03, 2022 - 10:52:45am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 SN-D1.DWG

SIGN INSTALLATION SPECIFICATIONS (##)

SIGN NO.	SIGN CODE NUMBER	SIGN DESCRIPTION	LOCATION (STATION NO.)	SIGN SIZE		POST MATERIAL	POST SIZE (INCH X INCH)	POST LENGTH		MAXIMUM XYZ (CU. FT.)	REMARKS
				X (INCH)	Y (INCH)			H1	H2		
75	E12-201	FREEWAY ENTRANCE	F 699+29.6, 1.6 RT	36	24	STEEL	2.5X2.5	11		108	MOUNT ABOVE W16-7PR
	W16-7PR	DOWNWARD DIAGONAL ARROW		30	18						WHITE ON GREEN
76	LG-R1	GAS FOOD	F 698+03.2, 32.9 RT	84	60	STEEL***	2.5X2.5	12		332.5	DOUBLE MOUNT
77	LG-R1	FOOD	G 49+60.5, 34.5 RT	84	60	STEEL***	2.5X2.5	12		332.5	DOUBLE MOUNT
78	D3-2	6TH AVE S TO TROSPER RD	G 47+65.2, 32.0 RT	72	24	STEEL	2.5X2.5	10	10	120	DOUBLE MOUNT
79	LG-R1	LODGING CAMPING TOURIST ACTIVITIES	G 48+56.3, 33.0 RT	84	60	STEEL***	2.5X2.5	13	13	568	DOUBLE MOUNT; POST WITH 2.25-INCH FULL LENGTH INSERT
	R5-1	DO NOT ENTER		36	36						MOUNT OPPOSITE LG-R1
80	W2-6P	ROUNDABOUT AHEAD	G 49+12.1, 32.2 RT	48	12	STEEL***	2.5X2.5	14		294	MOUNT ABOVE W2-6
	W2-6	ROUNDABOUT AHEAD (SYMBOL)		36	36						MOUNT ABOVE W13-1
	W13-1	15 MPH		24	24						POST WITH 2.25-INCH FULL LENGTH INSERT
81	W20-901	TRAFFIC REVISION AHEAD	D 397+37.7, 25.3 RT	36	36	WOOD	4X4	11		99	INSTALLED AND REMOVED BY CONTRACTOR
82	M8-301	ROUTE MARKER ASSEMBLY W/ ARROWS (I-5)	D 398+37.7, 25.2 RT	48	72	STEEL***	2.5X2.5	12		288	
83	M8-301	ROUTE MARKER ASSEMBLY W/ ARROWS (I-5)	D 401+66.7, 24.5 LT	48	72	STEEL***	2.5X2.5	12		288	
84	W2-602	CAUTION DO NOT DRIVE BESIDE TRUCKS IN ROUNDABOUT	A 102+04.4, 7.0 RT	30	36	STEEL	2.5X2.5	11		71.25	
85	W20-901	TRAFFIC REVISION AHEAD	D 404+86.2, 25.2 LT	36	36	WOOD	4X4	11		99	INSTALLED AND REMOVED BY CONTRACTOR
86	D3-102	CROSSROADS NAME SIGN (LINDA ST)	E 500+42.0, 19.5 LT	53	9	STEEL***	2.5X2.5	12		199	MOUNT ABOVE D3-102 (CAPITOL BLVD SE)
	D3-102	CROSSROADS NAME SIGN (CAPITOL BLVD SE)		68	9						MOUNT ABOVE R1-1
	R1-1	STOP		36	36						
87	W20-901	TRAFFIC REVISION AHEAD	CD 302+36.2, 38.7 RT	36	36	WOOD	4X4	11		99	INSTALLED AND REMOVED BY CONTRACTOR
88	M8-101	ROUTE MARKER ASSEMBLY W/ ARROW (I-5)	CD 303+20.4, 34.8 RT	36	60	STEEL***	2.5X2.5	12		180	
89*	W11-2	PEDESTRIAN CROSSING	CD 306+56.3, 42.4 RT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W16-7PL	ARROW (LEFT)		30	18						MOUNT BELOW RRFB PER DETAIL
90	W2-6P	ROUNDABOUT AHEAD	B 200+75.4, 42.7 RT	48	24	STEEL***	2.5X2.5	14		294	MOUNT ABOVE W2-6
	W2-6	ROUNDABOUT AHEAD (SYMBOL)		36	36						MOUNT ABOVE W13-1
	W13-1	15 MPH		24	24						POST WITH 2.25-INCH FULL LENGTH INSERT
91	E12-201	FREEWAY ENTRANCE	B 204+49.3, 40.5 LT	36	24	STEEL***	2.5X2.5	11		209	MOUNT ABOVE W16-7PR
	W16-7PR MOD	ARROW (RIGHT)		30	18						MOUNT ABOVE R5-1004, WHITE ON GREEN
	R5-1004	PEDESTRIAN, HITCHHIKERS, BICYCLES AND MOTORIZED FOOT SCOOTERS PROHIBITED		24	24						
92	R7-801	RESERVED PARKING (DISABLED LOGO)	E 501+34.52, 37.0' LT	12	18	STEEL	2.5X2.5	9		14	
93	R7-801	RESERVED PARKING (DISABLED LOGO)	E 501+52.02, 37.0' LT	12	18	STEEL	2.5X2.5	9		14	
94	R4-7	KEEP RIGHT	A 97+32.7, 0.0	24	30	STEEL	2.5X2.5	10		50	
95	R4-7	KEEP RIGHT	CD 304+74.12, 0.0	24	30	STEEL	2.5X2.5	10		50	
96	R4-7	KEEP RIGHT	CD 310+03.52, 0.8' LT	24	30	STEEL	2.5X2.5	10		50	
97	W12-1	DOUBLE ARROW	CD 308+86.6, 33.6 LT	36	36	STEEL	2.5X2.5	12		.135	
	OM1-3	TYPE 1 OBJECT MARKER		18	18						
98	R4-7	KEEP RIGHT	B 200+95.6, 2.1' RT	24	30	STEEL	2.5X2.5	10		50	
99	CUSTOM	FLIGHT MUSEUM	D 399+90.0, 25.8' RT	24	30	STEEL	2.5X2.5	10		50	
100	CUSTOM	FLIGHT MUSEUM	D 404+50.3 27.0' RT	24	30	STEEL	2.5X2.5	10		50	
101	W2-602	CAUTION DO NOT DRIVE BESIDE TRUCKS IN ROUNDABOUT	CD 304+84.9, 36.3 RT	30	36	STEEL	2.5X2.5	11		83	
102	W2-602	CAUTION DO NOT DRIVE BESIDE TRUCKS IN ROUNDABOUT	CD 310+79.7, 38.1 LT	30	36	STEEL	2.5X2.5	11		149	
	R3-17	BIKE LANE ONLY		30	24						MOUNT BELOW W2-602
	M4-11	BEGIN		24	6						MOUNT BELOW R3-17
103	R4-7	KEEP RIGHT	A 105+62.2, 3.7 LT	24	30	STEEL	2.5X2.5	10		50	
104**	W11-2	PEDESTRIAN CROSSING	A 99+20.1, 0.9 RT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W11-2	PEDESTRIAN CROSSING		36	36						MOUNT OPPOSITE W11-2
	W16-7PR	ARROW (RIGHT)		30	18						MOUNT BELOW RRFB PER DETAIL
	W16-7PR	ARROW (RIGHT)		30	18						MOUNT OPPOSITE W16-7PR
105	D3-102	TROSPER RD SW	A 99+27.8, 1.6 LT	80	12	STEEL	2.5X2.5	13	13	87	DOUBLE POST
106**	W11-2	PEDESTRIAN CROSSING	A 100+69.6, 2.9 RT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W11-2	PEDESTRIAN CROSSING		36	36						MOUNT OPPOSITE W11-2
	W16-7PR	ARROW (RIGHT)		30	18						MOUNT BELOW RRFB PER DETAIL
	W16-7PR	ARROW (RIGHT)		30	18						MOUNT OPPOSITE W16-7PR
107	W12-1	DOUBLE ARROW	A 101+04.3, 37.0 LT	36	36	STEEL	2.5X2.5	12		36	
	OM1-3	TYPE 1 OBJECT MARKER		18	18						
108**	W11-2	PEDESTRIAN CROSSING	A 103+06.6, 1.2 LT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W11-2	PEDESTRIAN CROSSING		36	36						MOUNT OPPOSITE W11-2
	W16-7PL	ARROW (RIGHT)		30	18						MOUNT BELOW RRFB PER DETAIL
	W16-7PR	ARROW (RIGHT)		30	18						MOUNT OPPOSITE W16-7PR

SIGN INSTALLATION SPECIFICATIONS (##)

SIGN NO.	SIGN CODE NUMBER	SIGN DESCRIPTION	LOCATION (STATION NO.)	SIGN SIZE		POST MATERIAL	POST SIZE (INCH X INCH)	POST LENGTH		MAXIMUM XYZ (CU. FT.)	REMARKS
				X (INCH)	Y (INCH)			H1	H2		
108**	W11-2	PEDESTRIAN CROSSING	A 103+06.6, 1.2 LT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W11-2	PEDESTRIAN CROSSING		36	36						MOUNT OPPOSITE W11-2
	W16-7PL	ARROW (RIGHT)		30	18						MOUNT BELOW RRFB PER DETAIL
	W16-7PR	ARROW (RIGHT)		30	18						MOUNT OPPOSITE W16-7PR
109**	W11-2	PEDESTRIAN CROSSING	CD 306+69.4, 5.1 LT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W11-2	PEDESTRIAN CROSSING		36	36						MOUNT OPPOSITE W11-2
	W16-7PR	ARROW (RIGHT)		30	18						MOUNT BELOW RRFB PER DETAIL
	W16-7PR	ARROW (RIGHT)		30	18						MOUNT OPPOSITE W16-7PR
110**	W11-2	PEDESTRIAN CROSSING	CD 308+49.9, 4.4 RT	36	36	STEEL	2.5X2.5	12		153	MOUNT ABOVE RRFB PER DETAIL
	W11-2	PEDESTRIAN CROSSING		36	36						MOUNT OPPOSITE W11-2
	W16-7PR	ARROW (RIGHT)		30	18						MOUNT BELOW RRFB PER DETAIL
	W16-7PR	ARROW (RIGHT)		30	18						MOUNT OPPOSITE W16-7PR
111	W12-1	DOUBLE ARROW	B 204+65.1, 37.8 LT	36	36	STEEL	2.5X2.5	12		36	
	OM1-3	TYPE 1 OBJECT MARKER		18	18						
112		SIDEWALK BARRICADE	B 205+75.6, 29.2 LT	SEE DETAIL							SEE DETAIL ON SND-04
113	W12-1	DOUBLE ARROW	A 102+63.7, 34.8 RT	36	36	STEEL	2.5X2.5	12		36	
	OM1-3	TYPE 1 OBJECT MARKER		18	18						
114		SIDEWALK BARRICADE	A 100+85.5, 75.0 LT	SEE DETAIL							SEE DETAIL ON SND-04
115	W11-1	BICYCLE	A 98+31.4, 40.2 LT	36	36	STEEL	2.5X2.5	12		120	MOUNT ABOVE R9-3C
	R9-3C MOD	RIDE WITH TRAFFIC		12	12						BLACK ON YELLOW
116	E12-201	FREEWAY ENTRANCE	B 206+59.8, 33.6 LT	36	24	STEEL	2.5X2.5	12		120	MOUNT ABOVE R5-1004
	R5-1004	PEDESTRIAN, HITCHHIKERS, BICYCLES AND MOTORIZED FOOT SCOOTERS PROHIBITED		24	24						
117	E12-201	FREEWAY ENTRANCE	A 100+64.9, 53.6 LT	36	24	STEEL	2.5X2.5	12		120	MOUNT ABOVE R5-1004
	R5-1004	PEDESTRIAN, HITCHHIKERS, BICYCLES AND MOTORIZED FOOT SCOOTERS PROHIBITED		24	24						
118	E12-201	FREEWAY ENTRANCE	A 100+74.9, 84.4 LT	36	24	STEEL	2.5X2.5	12		120	MOUNT ABOVE R5-1004
	R5-1004	PEDESTRIAN, HITCHHIKERS, BICYCLES AND MOTORIZED FOOT SCOOTERS PROHIBITED		24	24						
119	D3-102	CROSSROADS NAME SIGN (TROSPER RD SE)	E 503+56.3, 19.7 RT	61	9	STEEL***	2.5X2.5	12		194	MOUNT ABOVE D3-102
	D3-102	CROSSROADS NAME SIGN (LINDA ST SE)		53	9						MOUNT ABOVE R1-1
	R1-1	STOP		36	36						
120	D3-102	CROSSROADS NAME SIGN (TROSPER RD SE)	I 900+47.4, 28.9 LT	61	9	STEEL***	2.5X2.5	12		194	MOUNT ABOVE D3-102
	D3-102	CROSSROADS NAME SIGN (LINDA ST SE)		53	9						MOUNT ABOVE R1-1
	R1-1	STOP		36	36						
121	W11-1	BICYCLE	CD 309+38.4, 39.7 RT	36	36	STEEL	2.5X2.5	12		120	MOUNT ABOVE R9-3C
	R9-3C MOD	RIDE WITH TRAFFIC		12	12						BLACK ON YELLOW
122	W1-8	CHEVRON ALIGNMENT SIGN	G 45+98.4, 13.5 LT	36	48	STEEL***	2.5X2.5	10		120	
	R5-1A	WRONG WAY		42	30						MOUNT OPPOSITE W1-8
123	W1-8	CHEVRON ALIGNMENT SIGN	G 46+93.8, 13.5 LT	36	48	STEEL***	2.5X2.5	10		120	
124	W1-8	CHEVRON ALIGNMENT SIGN	G 47+89.3, 13.5 LT	36	48	STEEL***	2.5X2.5	10		120	
125	W1-8	CHEVRON ALIGNMENT SIGN	G 48+84.7, 13.5 LT	36	48	STEEL***	2.5X2.5	10		120	
126	W1-8	CHEVRON ALIGNMENT SIGN	F 694+64.1, 13.5 RT	36	48	STEEL***	2.5X2.5	10		120	
127	W1-8	CHEVRON ALIGNMENT SIGN	F 695+38.3, 13.5 RT	36	48	STEEL***	2.5X2.5	10		120	
128	W1-8	CHEVRON ALIGNMENT SIGN	F 696+13.5, 13.5 RT	36	48	STEEL***	2.5X2.5	10		120	
129	R3-17	BIKE LANE ONLY	CD 304+71.7, 36.9 RT	30	24	STEEL	SEE COMMENTS	10		60	MOUNT ABOVE M4-11
	M4-11	BEGIN		24	6						MOUNT ON POLE
130	W11-1	BICYCLE	CD 304+81.2, 37.5 LT	36	36	STEEL	2.5X2.5	12		120	MOUNT ABOVE R9-3C
	R9-3C MOD	RIDE WITH TRAFFIC		12	12						BLACK ON YELLOW
131	R5-1A	WRONG WAY	G 45+98.4, 32 RT	42	30	STEEL***	2.5X2.5	10		88	ROTATE TOWARDS OFF-RAMP (NOT VISIBLE FROM ON-RAMP)
132		NOT USED									
133	R2-17	BIKE LANE ONLY	D 399+34.0, 25.1 LT	24	18	STEEL	2.5X2.5	13		137	MOUNT ABOVE R3-17B
	R3-17B	AHEAD		30	12						MOUNT ABOVE R8-3
	R8-3	NO PARKING		24	30						
134	E5-1A	EXIT GORE WITH EXIT NUMBER AND ARROW	G 44+98.4, 10.5 LT	60	48	STEEL***	2.5X2.5	12		240	
135	LG-R1	FOOD	B 204+99.6, 33.7 RT	84	66	STEEL	2.5X2.5	11	11	39	DOUBLE POST
136	R3-17	BIKE LANE ONLY	A 108+76.9, 19.3 RT	30	24	STEEL	2.5X2.5	10		60	MOUNT ABOVE M4-12
	M4-12	END		24	6						
137	M8-301	ROUTE MARKER ASSEMBLY W/ ARROWS (I-5)	B 202+79.8, 43.4 RT	48	72	STEEL***	2.5X2.5	12		288	
138	M8-101	ROUTE MARKER ASSEMBLY W/ ARROWS (I-5)	B 205+30.0, 28.4 RT	36	60	SEE COMMENTS					MOUNT TO ILLUMINATION POLE
139	CUSTOM	WAYFINDING	A 101+34.9, 45.4' RT	CUSTOM – CITY PROVIDED							MOUNT ON CITY WAYFINDING POLE
140	CUSTOM	WAYFINDING	CD 306+37.9, 51.7 RT	CUSTOM – CITY PROVIDED							MOUNT ON CITY WAYFINDING POLE
141	R1-2	YIELD	A 102+87.0, 53.5 LT	48	48	SEE COMMENTS					MOUNT ON ILLUMINATION POLE
142	R1-2	YIELD	F 699+21.1, 51.3 LT	48	48	STEEL***	2.5X2.5	11		176	
143	R4-7B	KEEP RIGHT	G 48+72.7, 10.5 LT	24	30	STEEL	2.5X2.5	11		55	
144	R1-2	YIELD	B 206+02.1, 47.0 RT	48	48	STEEL***	2.5X2.5	11		176	

* SINGLE SIDED RRFB, ALL RRFB CROSSING SIGNS SHALL BE FLUORESCENT YELLOW-GREEN

** DOUBLE SIDED RRFB, ALL RRFB CROSSING SIGNS SHALL BE FLUORESCENT YELLOW-GREEN

***SLIP BASE STEEL SIGN SUPPORT PER WSDOT STANDARD PLAN G-24.40-07. CONFIRM FOR RFID POST MATERIAL, SEE ILLUMINATION SHEETS AND SCHEDULE$_1$

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER

ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 SN-D1

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

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CITY OF TUMWATER

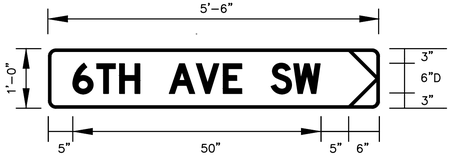
PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

SIGN DETAILS

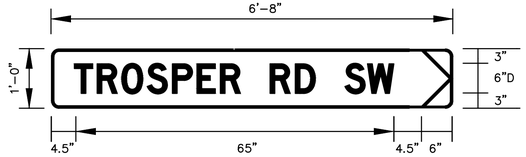
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SHEET No.: 146 OF 214

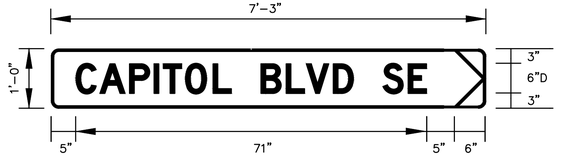
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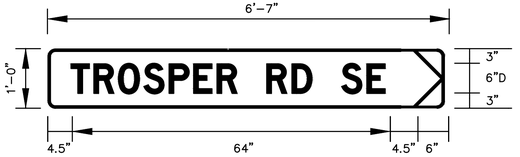
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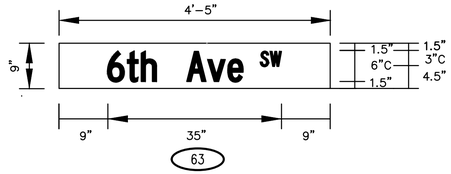
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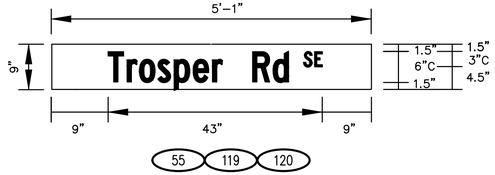
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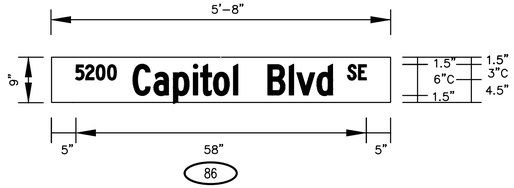
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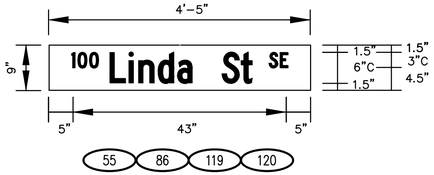
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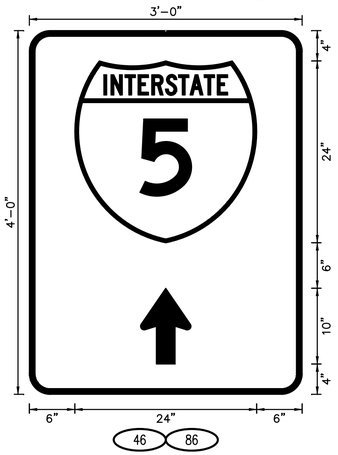
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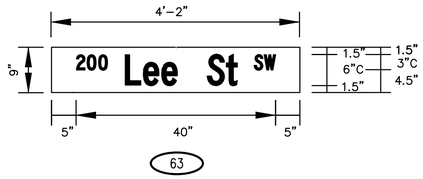
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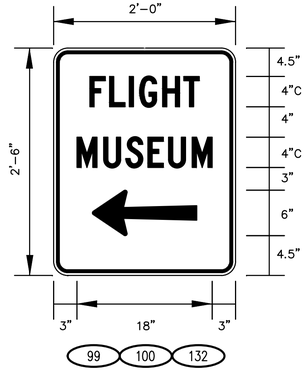
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63



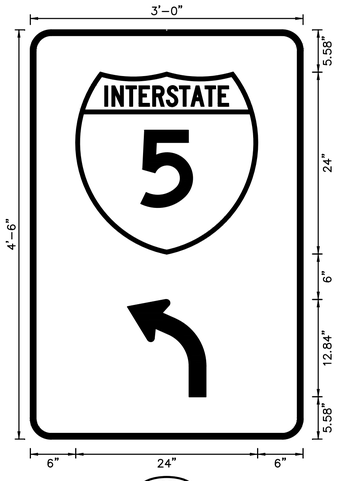
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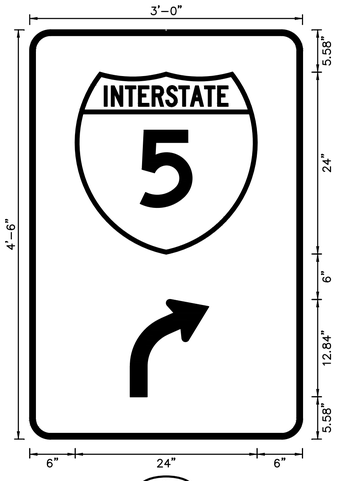
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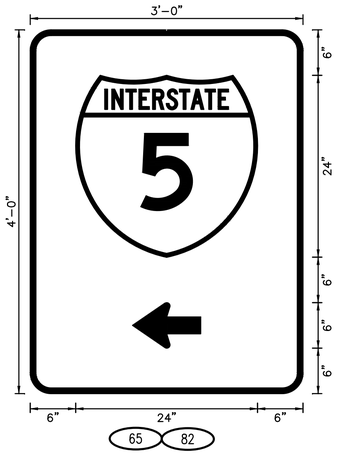
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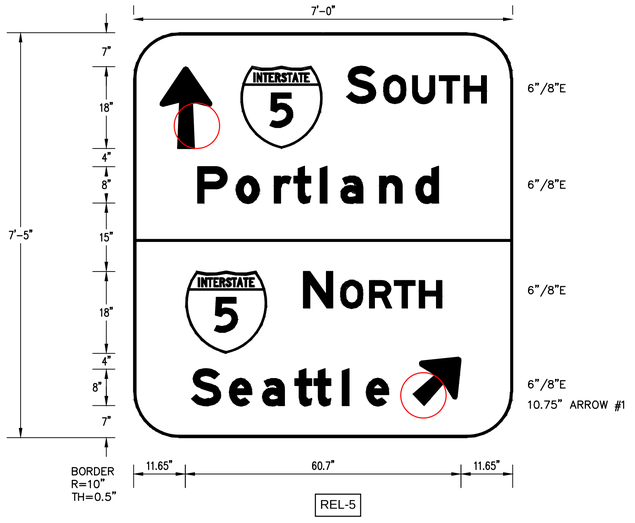
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65 82



REL-5

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL	ISSUE DATE: - -
DRAWN BY: J. GRAHAM	JOB No.: 0625.25
CHECKED BY: S. SAWYER	DRAWING FILE No.: 0625.25 SN-D2

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

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CITY OF TUMWATER

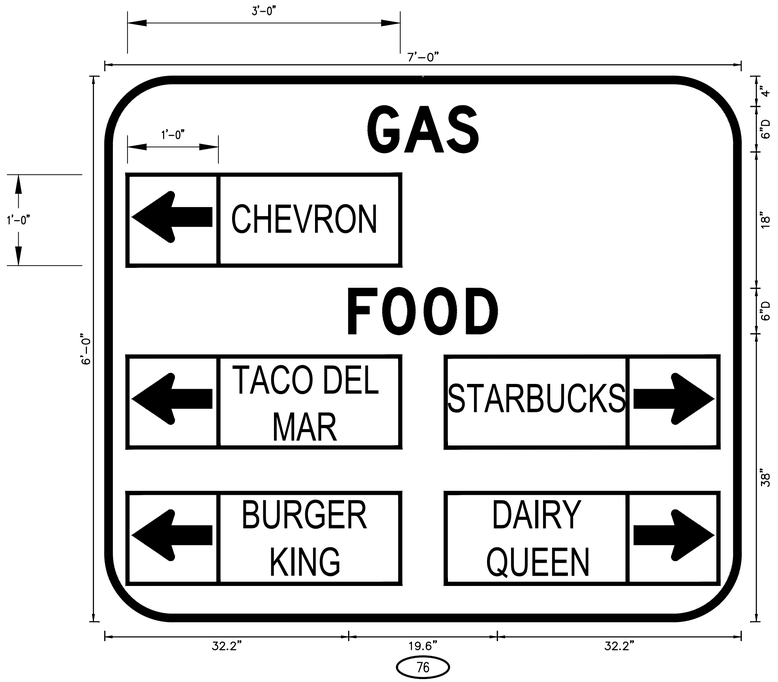
PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD
RECONFIGURATION PROJECT

SIGN DETAILS

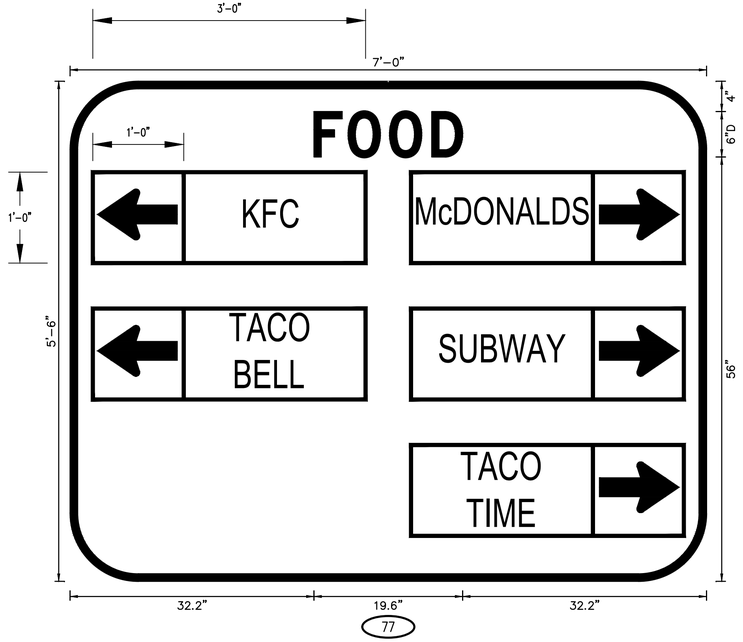
DRAWING No.: SND-06

SHEET No.: 149 OF 214

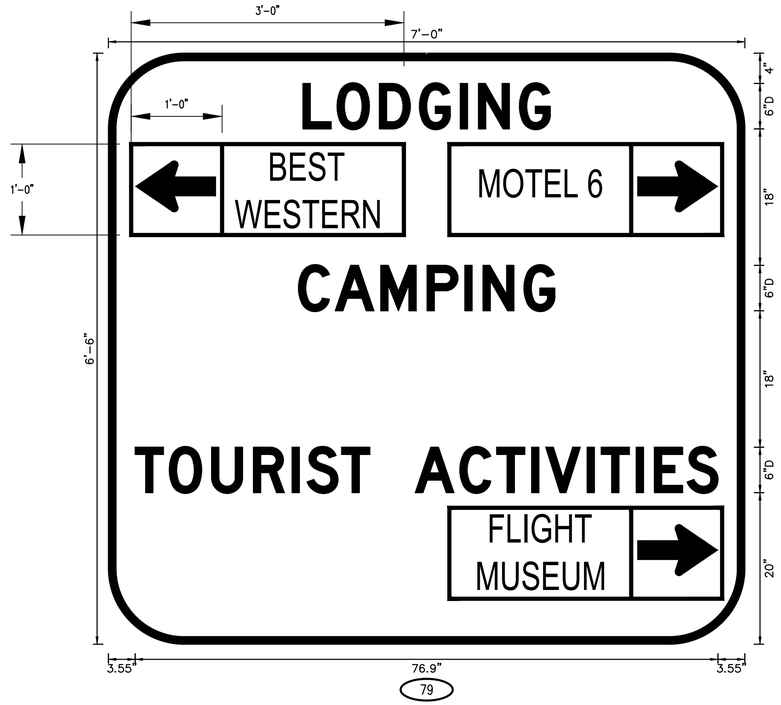
Jun 03, 2022 - 10:53:37am - User: sam.rowswell
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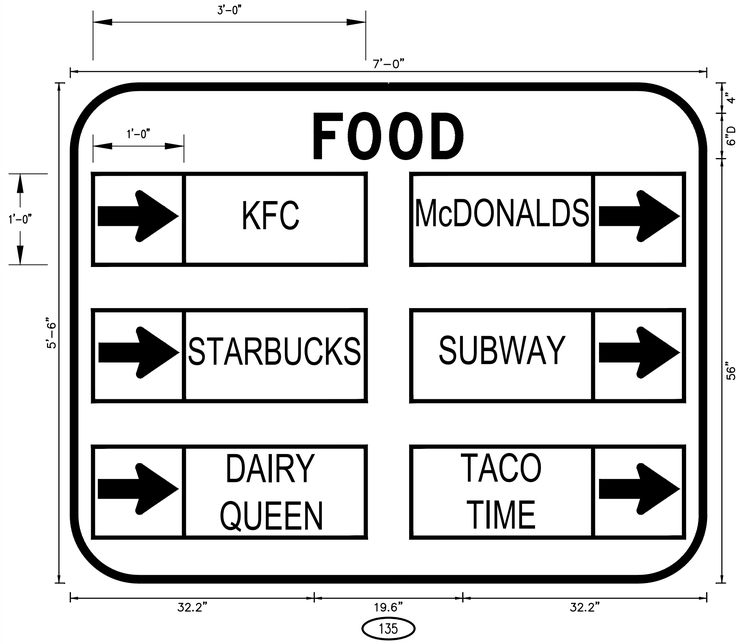
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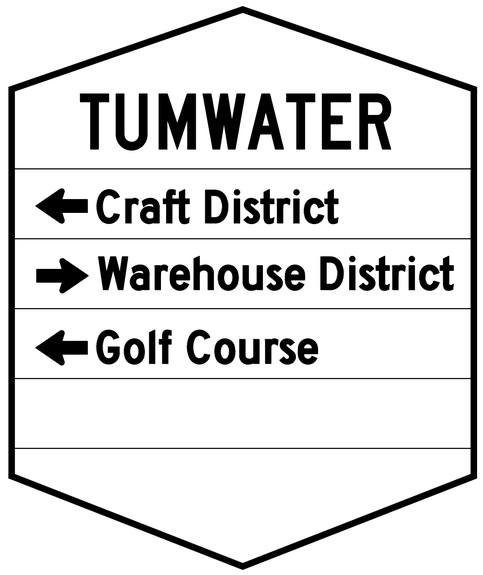
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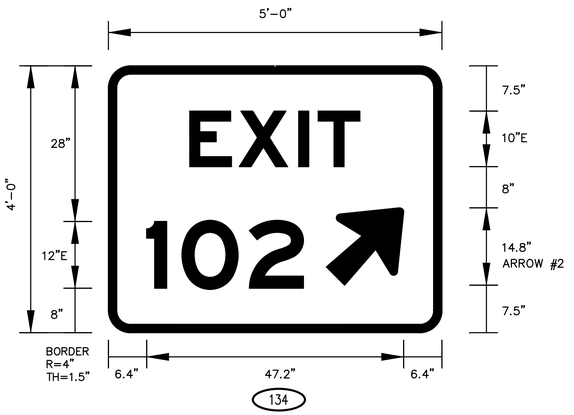
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134

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL	ISSUE DATE: - -
DRAWN BY: J. GRAHAM	JOB No.: 0625.25
CHECKED BY: S. SAWYER	DRAWING FILE No.: 0625.25 SN-02

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PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

SIGN DETAILS

DRAWING No.: SND-07

SHEET No.: 150 OF 214

Jun 03, 2022 - 10:53:45am - User: sam.crowsell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 SN-02.DWG

WIRING SCHEDULE

RUN NO. △	CONDUIT SIZE	WIRE/CABLE	REMARKS
1	2"		SPARE
2	2"	2–#8(ILL)	
3	2"	2–#8(ILL), 2#8(RRFB)	
4	2"	2–#8(RRFB), 1–#18/8(LIGHT BAR), 1–#18/4(RRFB PPB)	
5	2"	2–#8(ILL), 1–#18/8(LIGHT BAR), 1–#18/4(RRFB PPB)	
6	2"	1–#18/8(LIGHT BAR), 1–#18/4(RRFB PPB)	
7	3"	4–#8(ILL), 4–#8(RRFB)	
8	1"		SEE LS–09
9	2"	2–#12(IRR)	
10	2"	2–#8(ILL), 2–#8(RRFB) 1–#18/8(LIGHT BAR), 1–#18/4(RRFB PPB)	
11	4"	8–#8(ILL), 14–#8(RRFB), 2–#12(IRR)	
12	3"	6–#8(ILL), 10–#8(RRFB), 2–#12(IRR)	
13	3"	4–#8(ILL), 8–#8(RRFB)	
14	2"	2–#4(ILL)	WSDOT ILLUMINATION
15	2"	2–#4(ILL), 2–#8(ILL)	WSDOT ILLUMINATION
16	2"	2–#18/8(LIGHT BAR), 2–#18/4(RRFB PPB)	
17	2"	3–#3/0 (SERVICE)	
18	2"	3–#4/0 (SERVICE)	WSDOT SERVICE

NOTES:
1. ALL NEW CONDUITS CONTAINING CONDUCTORS SHALL CONTAIN GROUND WIRE (NOT SHOWN IN THE TABLE). GROUND WIRE SIZE SHALL MATCH THE LARGEST CONDUCTOR (MIN #8 AWG).

LUMINAIRE SCHEDULE

LUMINAIRE #	STATION	OFFSET	LUMINAIRE TYPE	LUMINAIRE ARM	MOUNTING HEIGHT	BASE	CIRCUIT #	COMMENTS
1	97+07.9	37.4' RT	123W LED COBRA–3K–TYPE III–240V	8'	40'	FIXED	S2–2	
2	98+00.8	38.6' LT	123W LED COBRA–3K–TYPE III–240V	8'	40'	FIXED	S2–2	
3	98+84.9	40.7' RT	144W LED DECORATIVE–4K–TYPE III–240V	8'	29.5'	FIXED	S1–5	
4	99+24.1	50.4' LT	144W LED DECORATIVE–4K–TYPE III–240V	8'	29.5'	FIXED	S1–2	
5	205+99.8	45.2' LT	144W LED DECORATIVE–4K–TYPE III–240V	8'	29.5'	FIXED	S1–5	
6	100+61.4	50.9' LT	144W LED DECORATIVE–4K–TYPE III–240V	8'	29.5'	FIXED	S1–2	
7	100+78.3	50.6' RT	144W LED DECORATIVE–4K–TYPE III–240V	8'	29.5'	FIXED	S1–5	
8	101+52.1	46.4' LT	144W LED DECORATIVE–4K–TYPE III–240V	8'	29.5'	FIXED	S1–2	
9	102+22.4	59.3' RT	144W LED DECORATIVE–4K–TYPE III–240V	8'	29.5'	FIXED	S1–5	

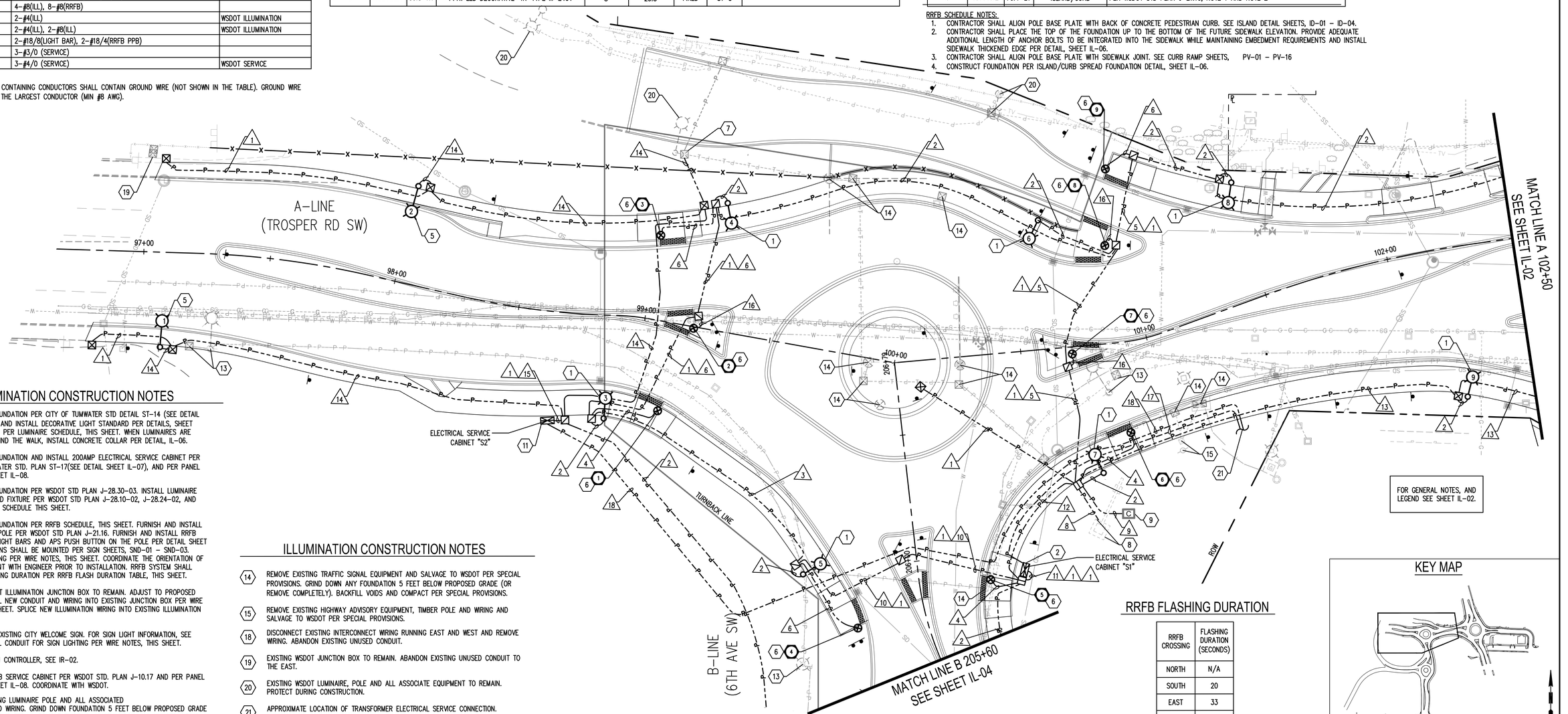
RRFB SCHEDULE

RRFB POLE ⓘ	STATION	OFFSET	POLE FOUNDATION TYPE	COMMENTS
1	99+11.3	35.1' RT	STANDARD	PER WSDOT STD PLAN J–21.10, NOTE 2 AND NOTE 3
2	99+20.1	0.9' RT	ISLAND/CURB SPREAD	PER NOTE 4
3	99+00.6	33.3' LT	STANDARD	PER WSDOT STD PLAN J–21.10, NOTE 2 AND NOTE 3
4	205+79.8	27.2' LT	ISLAND/CURB	PER WSDOT STD PLAN J–21.10, NOTE 1 AND NOTE 2
5	205+87.8	28.0' RT	STANDARD	PER WSDOT STD PLAN J–21.10, NOTE 2 AND NOTE 3
6	100+89.6	35.8' RT	STANDARD	PER WSDOT STD PLAN J–21.10, NOTE 2 AND NOTE 3
7	100+69.6	2.9' RT	ISLAND/CURB	PER WSDOT STD PLAN J–21.10, NOTE 1 AND NOTE 2
8	100+87.4	38.4' LT	ISLAND/CURB	PER WSDOT STD PLAN J–21.10, NOTE 1 AND NOTE 2
9	101+16.2	70.4' LT	ISLAND/CURB	PER WSDOT STD PLAN J–21.10, NOTE 1 AND NOTE 2

RRFB SCHEDULE NOTES:
1. CONTRACTOR SHALL ALIGN POLE BASE PLATE WITH BACK OF CONCRETE PEDESTRIAN CURB. SEE ISLAND DETAIL SHEETS, ID–01 – ID–04.
2. CONTRACTOR SHALL PLACE THE TOP OF THE FOUNDATION UP TO THE BOTTOM OF THE FUTURE SIDEWALK ELEVATION. PROVIDE ADEQUATE ADDITIONAL LENGTH OF ANCHOR BOLTS TO BE INTEGRATED INTO THE SIDEWALK WHILE MAINTAINING EMBEDMENT REQUIREMENTS AND INSTALL SIDEWALK THICKENED EDGE PER DETAIL, SHEET IL–06.
3. CONTRACTOR SHALL ALIGN POLE BASE PLATE WITH SIDEWALK JOINT. SEE CURB RAMP SHEETS, PV–01 – PV–16
4. CONSTRUCT FOUNDATION PER ISLAND/CURB SPREAD FOUNDATION DETAIL, SHEET IL–06.

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SCALE IN FEET



ILLUMINATION CONSTRUCTION NOTES

1. CONSTRUCT FOUNDATION PER CITY OF TUMWATER STD DETAIL ST–14 (SEE DETAIL SHEET IL–08), AND INSTALL DECORATIVE LIGHT STANDARD PER DETAILS, SHEET IL–06 ON, AND PER LUMINAIRE SCHEDULE, THIS SHEET. WHEN LUMINAIRES ARE INSTALLED BEHIND THE WALK, INSTALL CONCRETE COLLAR PER DETAIL, IL–06.
2. CONSTRUCT FOUNDATION AND INSTALL 200AMP ELECTRICAL SERVICE CABINET PER CITY OF TUMWATER STD. PLAN ST–17(SEE DETAIL SHEET IL–07), AND PER PANEL SCHEDULE, SHEET IL–08.
5. CONSTRUCT FOUNDATION PER WSDOT STD PLAN J–28.30–03. INSTALL LUMINAIRE POLE, ARM, AND FIXTURE PER WSDOT STD PLAN J–28.10–02, J–28.24–02, AND PER LUMINAIRE SCHEDULE THIS SHEET.
6. CONSTRUCT FOUNDATION PER RRFB SCHEDULE, THIS SHEET. FURNISH AND INSTALL ONE TYPE FB POLE PER WSDOT STD PLAN J–21.16. FURNISH AND INSTALL RRFB CONTROLLER, LIGHT BARS AND APS PUSH BUTTON ON THE POLE PER DETAIL SHEET IL–06. ALL SIGNS SHALL BE MOUNTED PER SIGN SHEETS, SND–01 – SND–03. COMPLETE WIRING PER WIRE NOTES, THIS SHEET. COORDINATE THE ORIENTATION OF RRFB EQUIPMENT WITH ENGINEER PRIOR TO INSTALLATION. RRFB SYSTEM SHALL HAVE A FLASHING DURATION PER RRFB FLASH DURATION TABLE, THIS SHEET.
7. EXISTING WSDOT ILLUMINATION JUNCTION BOX TO REMAIN. ADJUST TO PROPOSED GRADE. INSTALL NEW CONDUIT AND WIRING INTO EXISTING JUNCTION BOX PER WIRE NOTES, THIS SHEET. SPLICE NEW ILLUMINATION WIRING INTO EXISTING ILLUMINATION CIRCUIT.
8. LOCATION OF EXISTING CITY WELCOME SIGN. FOR SIGN LIGHT INFORMATION, SEE LS–09. INSTALL CONDUIT FOR SIGN LIGHTING PER WIRE NOTES, THIS SHEET.
9. FOR IRRIGATION CONTROLLER, SEE IR–02.
11. INSTALL TYPE B SERVICE CABINET PER WSDOT STD. PLAN J–10.17 AND PER PANEL SCHEDULE, SHEET IL–08. COORDINATE WITH WSDOT.
13. REMOVE EXISTING LUMINAIRE POLE AND ALL ASSOCIATED EQUIPMENT AND WIRING. GRIND DOWN FOUNDATION 5 FEET BELOW PROPOSED GRADE (OR REMOVE COMPLETELY). REMOVE EXISTING JUNCTION BOX, ALL UNUSED WIRING AND UNUSED CONDUIT. BACKFILL VOIDS AND COMPACT PER SPECIAL PROVISIONS. SALVAGE EXISTING WSDOT EQUIPMENT PER SPECIAL PROVISIONS.

ILLUMINATION CONSTRUCTION NOTES

14. REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT AND SALVAGE TO WSDOT PER SPECIAL PROVISIONS. GRIND DOWN ANY FOUNDATION 5 FEET BELOW PROPOSED GRADE (OR REMOVE COMPLETELY). BACKFILL VOIDS AND COMPACT PER SPECIAL PROVISIONS.
15. REMOVE EXISTING HIGHWAY ADVISORY EQUIPMENT, TIMBER POLE AND WIRING AND SALVAGE TO WSDOT PER SPECIAL PROVISIONS.
18. DISCONNECT EXISTING INTERCONNECT WIRING RUNNING EAST AND WEST AND REMOVE WIRING. ABANDON EXISTING UNUSED CONDUIT.
19. EXISTING WSDOT JUNCTION BOX TO REMAIN. ABANDON EXISTING UNUSED CONDUIT TO THE EAST.
20. EXISTING WSDOT LUMINAIRE, POLE AND ALL ASSOCIATE EQUIPMENT TO REMAIN. PROTECT DURING CONSTRUCTION.
21. APPROXIMATE LOCATION OF TRANSFORMER ELECTRICAL SERVICE CONNECTION. FURNISH AND INSTALL CONDUIT AND WIRING FROM TRANSFORMER TO THE ELECTRICAL SERVICE CABINET. COORDINATE POWER HOOKUP WITH THE POWER

FOR GENERAL NOTES, AND LEGEND SEE SHEET IL–02.

RRFB FLASHING DURATION

RRFB CROSSING	FLASHING DURATION (SECONDS)
NORTH	N/A
SOUTH	20
EAST	33
WEST	22

KEY MAP

NTS

△ REVISIONS	DATE	BY
FINAL		

DESIGNED BY: G. HILEN
DRAWN BY: S. HOWSDEN
CHECKED BY: S. SAWYER
ISSUE DATE: -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 IL-01

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CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

ILLUMINATION PLAN

DRAWING No.: IL-01

SHEET No.: 151 OF 214

Jun 03, 2022 10:56:48am – User: sam.crosnell
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WIRING SCHEDULE

RUN NO. △	CONDUIT SIZE	WIRE/CABLE	REMARKS
1	2"		SPARE
2	2"	2–#8(ILL)	
3	2"	2–#8(ILL), 2#8(RRFB)	
4	2"	2–#8(RRFB), 1–#18/8(LIGHT BAR), 1–#18/4(RRFB PPB)	
5	2"	2–#8(ILL), 1–#18/8(LIGHT BAR), 1–#18/4(RRFB PPB)	
6	2"	1–#18/8(LIGHT BAR), 1–#18/4(RRFB PPB)	
7	3"	4–#8(ILL), 4–#8(RRFB)	
8	1"		SEE LS-09
9	2"	2–#12(IRR)	
10	2"	2–#8(ILL), 2–#8(RRFB) 1–#18/8(LIGHT BAR), 1–#18/4(RRFB PPB)	
11	4"	8–#8(ILL), 14–#8(RRFB), 2–#12(IRR)	
12	3"	6–#8(ILL), 10–#8(RRFB), 2–#12(IRR)	
13	3"	4–#8(ILL), 8–#8(RRFB)	
14	2"	2–#4(ILL)	WSDOT ILLUMINATION
15	2"	2–#4(ILL), 2–#8(ILL)	WSDOT ILLUMINATION
16	2"	2–#18/8(LIGHT BAR), 2–#18/4(RRFB PPB)	
17	2"	3–#3/0 (SERVICE)	
18	2"	3–#4/0 (SERVICE)	WSDOT SERVICE

NOTES:
1. ALL NEW CONDUITS CONTAINING CONDUCTORS SHALL CONTAIN GROUND WIRE (NOT SHOWN IN THE TABLE). GROUND WIRE SIZE SHALL MATCH THE LARGEST CONDUCTOR (MIN #8 AWG).

LEGEND

EXISTING	NEW	
⊠	⊠	TYPE 1 JUNCTION BOX, J-40.10
◪	◪	TYPE 2 JUNCTION BOX, J-40.10
◫	◫	TYPE 8 JUNCTION BOX, J-40.30
	C	IRRIGATION CONTROLLER
-----P-----P-	—P—	CONDUIT
		ELECTRICAL SERVICE CABINET
	X	LIGHT STANDARD
		SIGNAL POLES
	⊗	RRFB EQUIPMENT AND POLE
	X	WIRE NOTE
	X	CONSTRUCTION NOTE
	X	RRFB NOTE

ILLUMINATION CONSTRUCTION NOTES

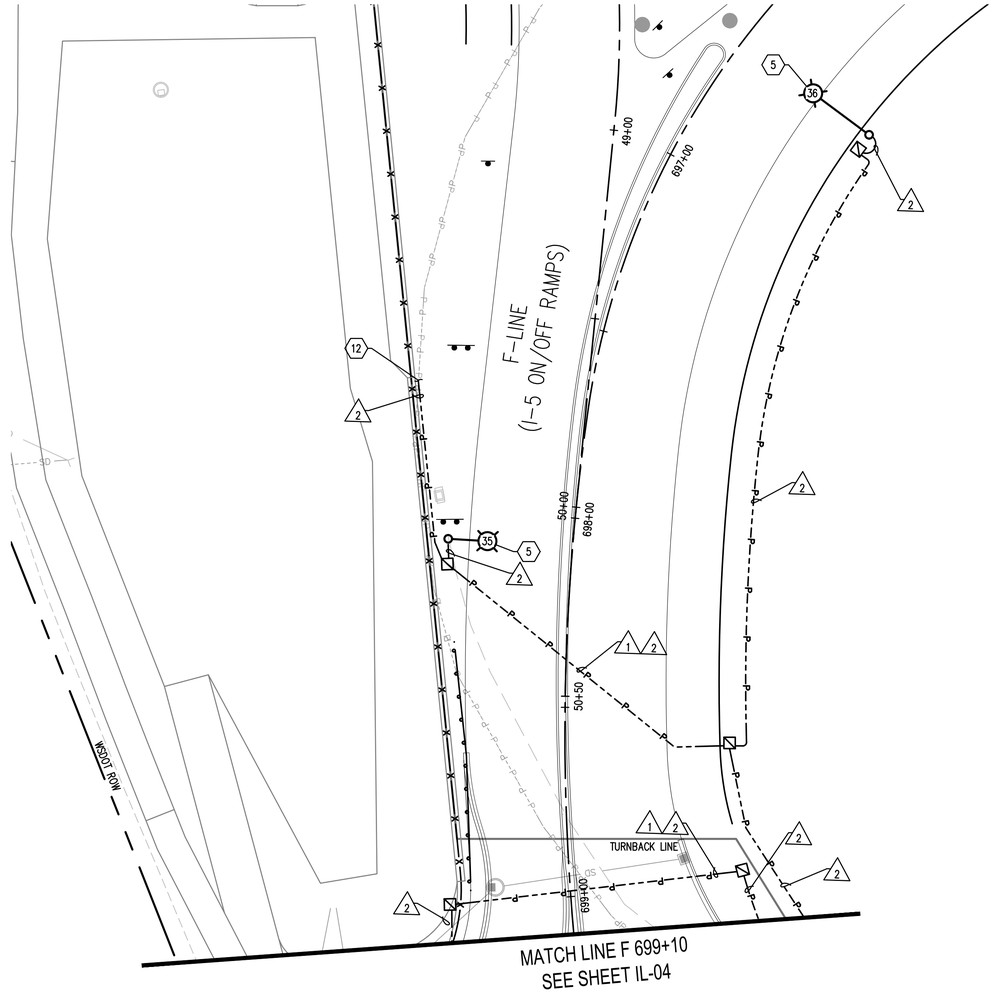
5 CONSTRUCT FOUNDATION PER WSDOT STD PLAN J-28.30-03. INSTALL LUMINAIRE POLE, ARM, AND FIXTURE PER WSDOT STD PLAN J-28.10-02, J-28.24-02, AND PER LUMINAIRE SCHEDULE THIS SHEET.

11 INSTALL TYPE B SERVICE CABINET PER WSDOT STD. PLAN J-10.17 AND PER PANEL SCHEDULE, SHEET IL-08. COORDINATE WITH WSDOT.

12 LOCATE EXISTING ILLUMINATION CONDUIT AND EXCAVATE BY HAND. DISCONNECT EXISTING WIRE AT NEAREST SPLICE AND PULL BACK WIRE INTO NEW CONDUIT PER WIRE NOTES, THIS SHEET. RECONNECT WIRE/SPLICES PER WIRE NOTES AND WIRE DIAGRAM.

FOR GENERAL NOTES, SEE SHEET IL-04.

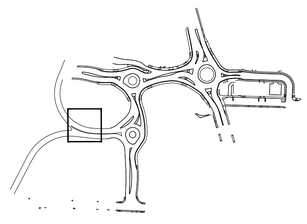
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SCALE IN FEET



LUMINAIRE SCHEDULE

LUMINAIRE #	STATION	OFFSET	LUMINAIRE TYPE	LUMINAIRE ARM	MOUNTING HEIGHT	BASE	CIRCUIT #	COMMENTS
35	698+08.1	32.9' RT	123W LED COBRA-3K-III-240V	8'	40'	FIXED	S2-1	
36	696+63.8	41.5' LT	123W LED COBRA-3K-III-240V	16'	40'	SLIP	S2-1	

KEY MAP



NTS

△ REVISIONS	DATE	BY
FINAL		

DESIGNED BY: G. HILEN
DRAWN BY: S. HOWSDEN
CHECKED BY: S. SAWYER
ISSUE DATE: -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 IL-01

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CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

ILLUMINATION PLAN

DRAWING No.: IL-05

SHEET No.: 155 OF 214

Jun 03, 2022 10:56:07am – User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 IL-01.DWG

PANEL SCHEDULE

 # S1 — LOCATION: B 205+88.21, 39.32 RT; SERVING: SIGNAL/ILLUMINATION; VOLTS: 120/240; MAIN BREAKER: 200 AMPS; PHASE: 1; WIRE: 3

CKT #	LOAD DESCRIPTION	KVA	TRIP AMPS		TRIP AMPS	KVA	LOAD DESCRIPTION	CKT #
1	ILLUMINATION (26,27,28,29,30,31,32,33,34)	2.2	20	1 2 / 3 4	20	3.1	ILLUMINATION (2,4,6,8,16,18,20,EX,EX,EX,EX,EX,EX)	2
5	ILLUMINATION (5,7,9,10,13)	1.3	20	5 6 / 7 8	20	3.1	ILLUMINATION (11,12,14,15,17,19,21,22,23,24,25,37,38)	6
9	RRFB (WEST) 6TH AND TROSPER	0.7	15	9 10	15	0.3	CONTROL (PHOTOCELL)	10
11	RRFB (EAST) 6TH AND TROSPER	0.7	15	11 12	15	0.7	RRFB (SOUTH) 6TH AND TROSPER	12
13	RRFB (WEST) CAPITOL AND TROSPER	0.7	15	13 14	15	0.7	RRFB (NORTH) CAPITOL AND TROSPER	14
15	RRFB (SOUTH) CAPITOL AND TROSPER	0.7	15	15 16	15	0.7	RRFB (EAST) CAPITOL AND TROSPER	16
17	SIGN LIGHTING	TBD	15	17 18	15	0.3	IRRIGATION CONTROLLER	18
19	SPARE	–		19 20		–	SPARE	20
21	SPARE	–		21 22		–	SPARE	22
23	SPARE	–		23 24		–	SPARE	24

COMMENTS:

CONNECTED LOAD: 15.6 KVA 65.0 AMPS
DEMAND LOAD (125%): 19.5 KVA 81.3 AMPS

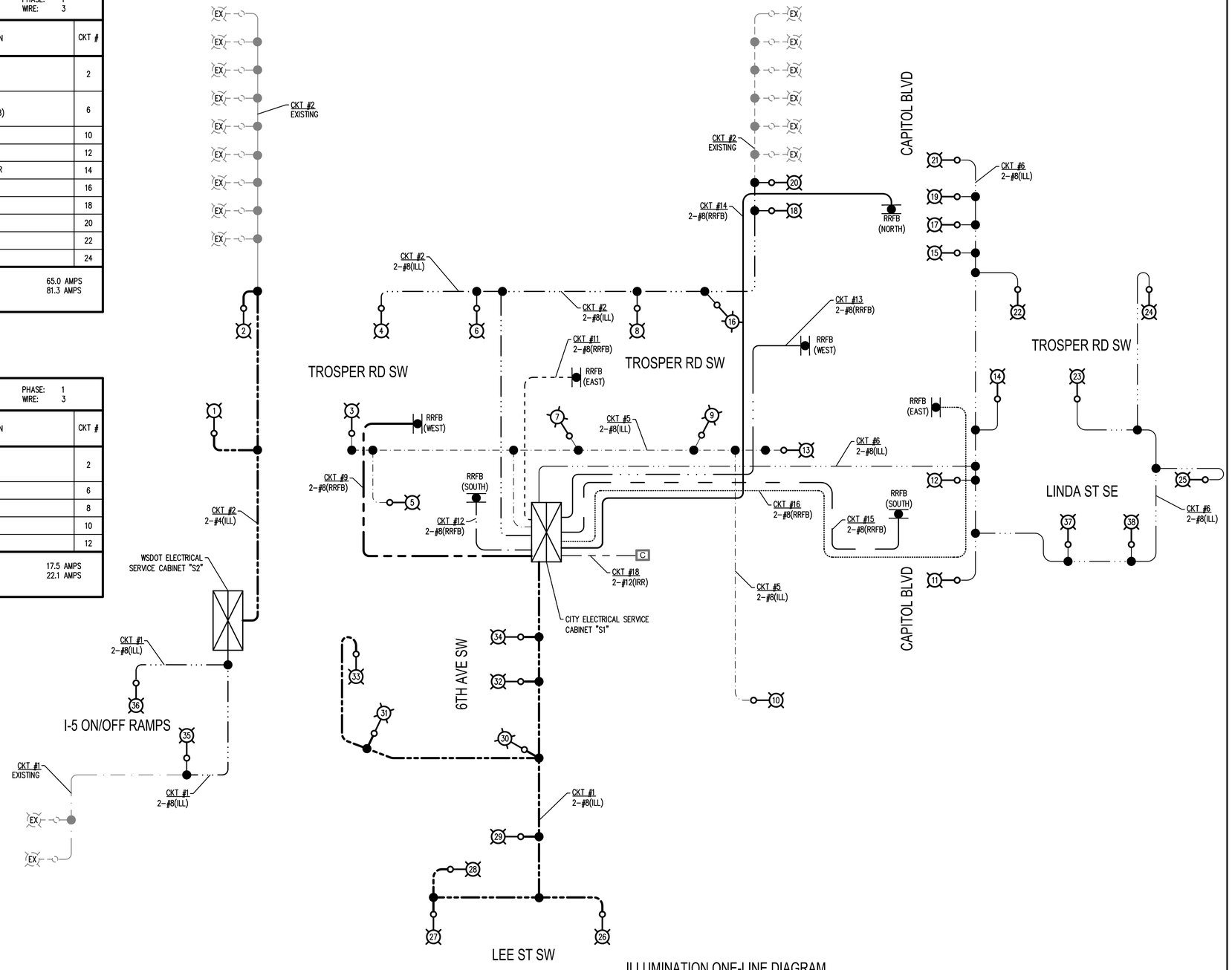
PANEL SCHEDULE

 # S2 — LOCATION: F 698+52.28, 43.47 LT; SERVING: SIGNAL/ILLUMINATION; VOLTS: 120/240; MAIN BREAKER: 100 AMPS; PHASE: 1; WIRE: 3

CKT #	LOAD DESCRIPTION	KVA	TRIP AMPS		TRIP AMPS	KVA	LOAD DESCRIPTION	CKT #
1	ILLUMINATION (35,36,EX,EX)	1.0	20	1 2 / 3 4	20	2.9	ILLUMINATION (1,2,EX,EX,EX,EX,EX,EX,EX,EX,EX)	2
5	CONTROL (PHOTOCELL)	0.3	20	5 6 / 7 8		–	SPARE	6
7	SPARE	–				–	SPARE	8
9	SPARE	–	15	9 10		–	SPARE	10
11	SPARE	–	15	11 12		–	SPARE	12

COMMENTS:

CONNECTED LOAD: 4.2 KVA 17.5 AMPS
DEMAND LOAD (125%): 5.3 KVA 22.1 AMPS



ILLUMINATION ONE-LINE DIAGRAM
NTS

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: G. HILEN
DRAWN BY: S.HOWSDEN
CHECKED BY: S. SAWYER
ISSUE DATE: -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 IL-02-C

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GEORGE JEFFREY HILEN — STATE OF WASHINGTON — 57626 — REGISTERED PROFESSIONAL ENGINEER

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CITY OF TUMWATER

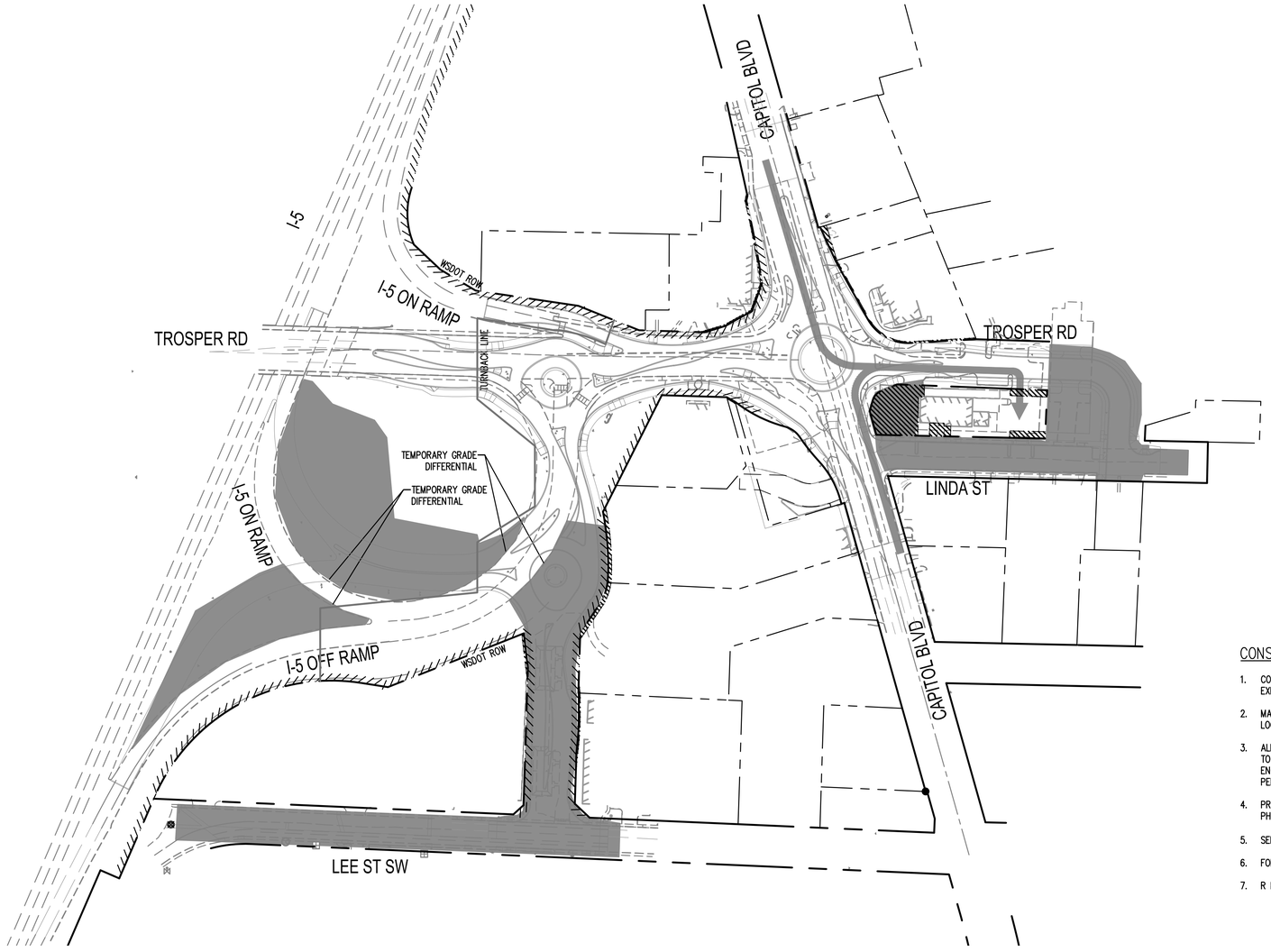
PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

ILLUMINATION DETIALS

DRAWING No.: IL-08

SHEET No.: 158 OF 214

Jun 03, 2022 - 11:00:58am - User: sam.crowell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25 IL-02-C.DWG



CONSTRUCTION PHASING NOTES – PHASE 2A

1. CONSTRUCT IMPROVEMENTS NORTH AND SOUTH OF THE I-5 ON RAMP WITHOUT CLOSURE OR DISRUPTION TO THE EXISTING RAMPS.
2. MAINTAIN ACCESS TO BURGER KING OFF OF TROSPER ROAD AND PROVIDE CONTINUOUS ACCESS TO HOMES LOCATED EAST OF THE LINDA ST WORK ZONE.
3. ALL EXCAVATIONS WITHIN OR ACROSS STREETS, DRIVEWAYS, OR FAILURE OF PAVEMENT THAT WILL BE EXPOSED TO TRAFFIC SHALL BE TEMPORARILY PATCHED BY THE END OF THE WORKING DAY OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL MAINTAIN ALL TEMPORARY PAVEMENT PATCHES UNTIL SUCH TIME AS THE PERMANENT PAVEMENT IS IN PLACE.
4. PROPOSED UTILITIES TO BE CONSTRUCTED ON 6TH AVE TO BE CONSTRUCTED DURING PHASE 2 CONSTRUCTION PHASING.
5. SEE SPECIFICATIONS AND SPECIAL PROVISIONS SECTION 1-07.23(1) FOR ADDITIONAL INFORMATION.
6. FOR TYPICAL WORK ZONE CROSS SECTIONS SEE SHEETS CP-01 TO CP-04.
7. R RAMP CLOSURE TRAFFIC CONTROL PLANS AND DETOUR SEE SHEETS TC-01 TO TC-08.

LEGEND

- WORK ZONE
- CONSTRUCTED AREA
- TEMPORARY TRAFFIC CONTROL ROUTE
- TYPE 3 BARRICADE

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 CP-02

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

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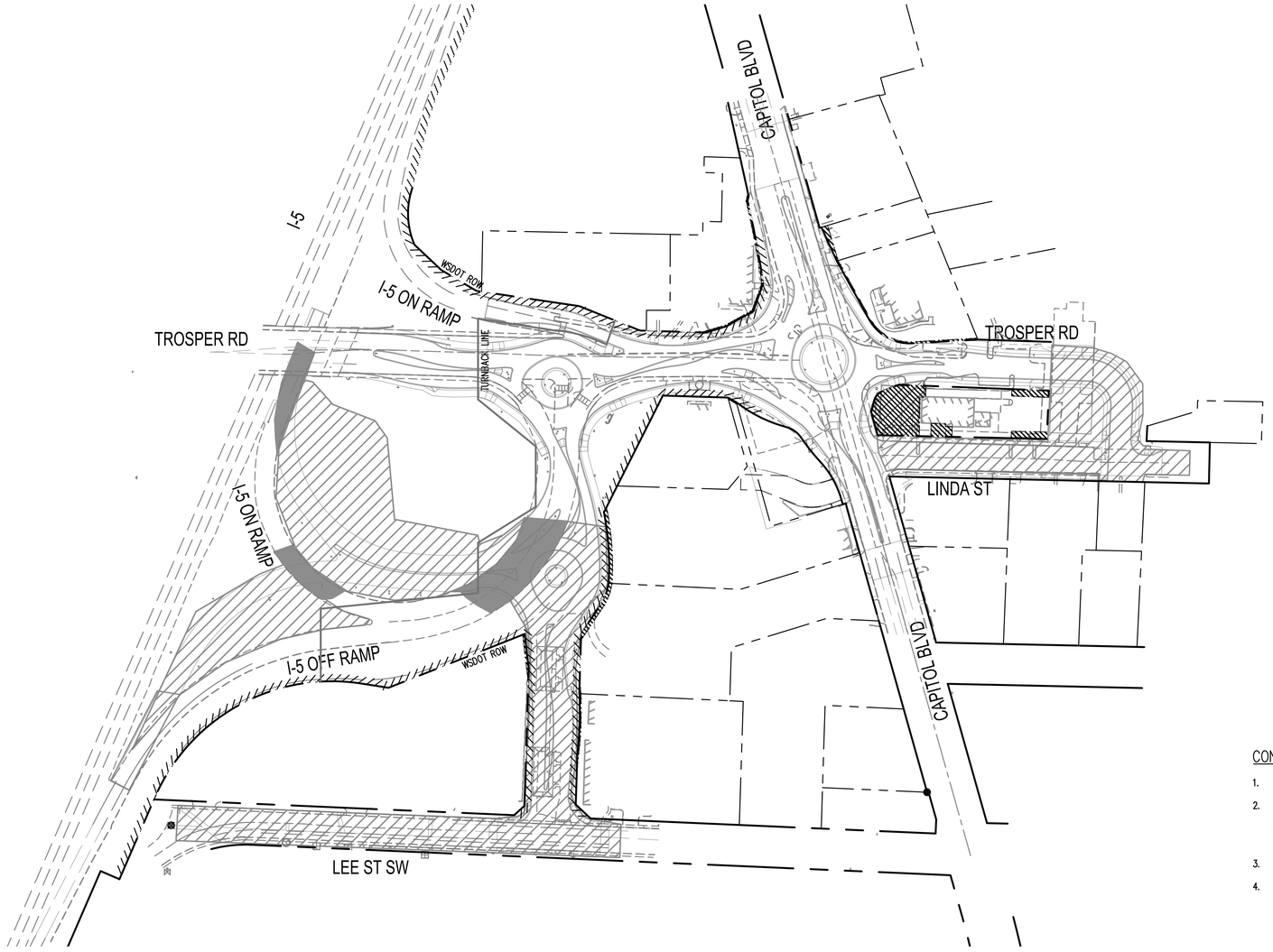
PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

DRAWING No.: CP-06A

SHEET No.: 164 OF 214

CONSTRUCTION PHASING PLAN - PHASE 2A

Jun 03, 2022 11:03:48am – User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 CP-02.DWG



N

NOT TO SCALE

CONSTRUCTION PHASING NOTES – PHASE 2B

1. STAGE 2B AND 2C CAN BE PERFORMED TOGETHER DURING EXTENDED HOURS RAMP CLOSURE.
2. ALL EXCAVATIONS WITHIN OR ACROSS STREETS, DRIVEWAYS, OR FAILURE OF PAVEMENT THAT WILL BE EXPOSED TO TRAFFIC SHALL BE TEMPORARILY PATCHED BY THE END OF THE WORKING DAY OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL MAINTAIN ALL TEMPORARY PAVEMENT PATCHES UNTIL SUCH TIME AS THE PERMANENT PAVEMENT IS IN PLACE.
3. SEE SPECIFICATIONS AND SPECIAL PROVISIONS SECTION 1-07.23(1) FOR ADDITIONAL INFORMATION.
4. FOR RAMP CLOSURE TRAFFIC CONTROL PLANS AND DETOUR SEE SHEETS TC-01 TO TC-08..

LEGEND

- WORK ZONE
- CONSTRUCTED AREA
- TEMPORARY TRAFFIC CONTROL ROUTE
- TYPE 3 BARRICADE

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 CP-02

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

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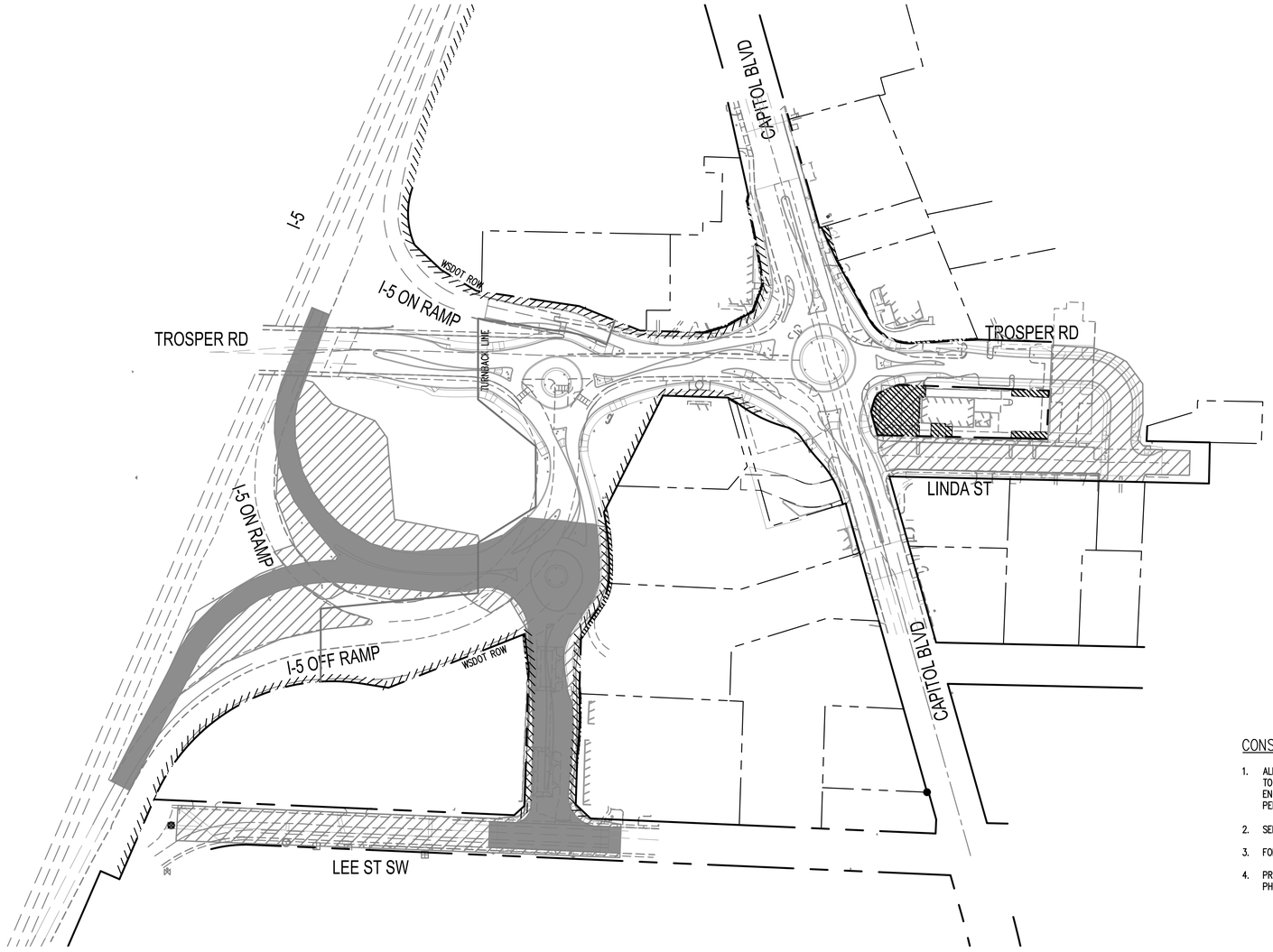
PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

DRAWING No.: CP-06B

SHEET No.: 165 OF 214

CONSTRUCTION PHASING PLAN - PHASE 2B

Jun 03, 2022 11:03:59am – User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 CP-02.DWG



N

NOT TO SCALE

CONSTRUCTION PHASING NOTES – PHASE 2C

1. ALL EXCAVATIONS WITHIN OR ACROSS STREETS, DRIVEWAYS, OR FAILURE OF PAVEMENT THAT WILL BE EXPOSED TO TRAFFIC SHALL BE TEMPORARILY PATCHED BY THE END OF THE WORKING DAY OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL MAINTAIN ALL TEMPORARY PAVEMENT PATCHES UNTIL SUCH TIME AS THE PERMANENT PAVEMENT IS IN PLACE.
2. SEE SPECIFICATIONS AND SPECIAL PROVISIONS SECTION 1-07.23(1) FOR ADDITIONAL INFORMATION.
3. FOR RAMP CLOSURE TRAFFIC CONTROL PLANS AND DETOUR SEE SHEETS TC-01 TO TC-08.
4. PROPOSED UTILITIES TO BE CONSTRUCTED ON 6TH AVE TO BE CONSTRUCTED DURING PHASE 2 CONSTRUCTION PHASING.

LEGEND

- WORK ZONE
- CONSTRUCTED AREA
- TEMPORARY TRAFFIC CONTROL ROUTE
- TYPE 3 BARRICADE

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 CP-02

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

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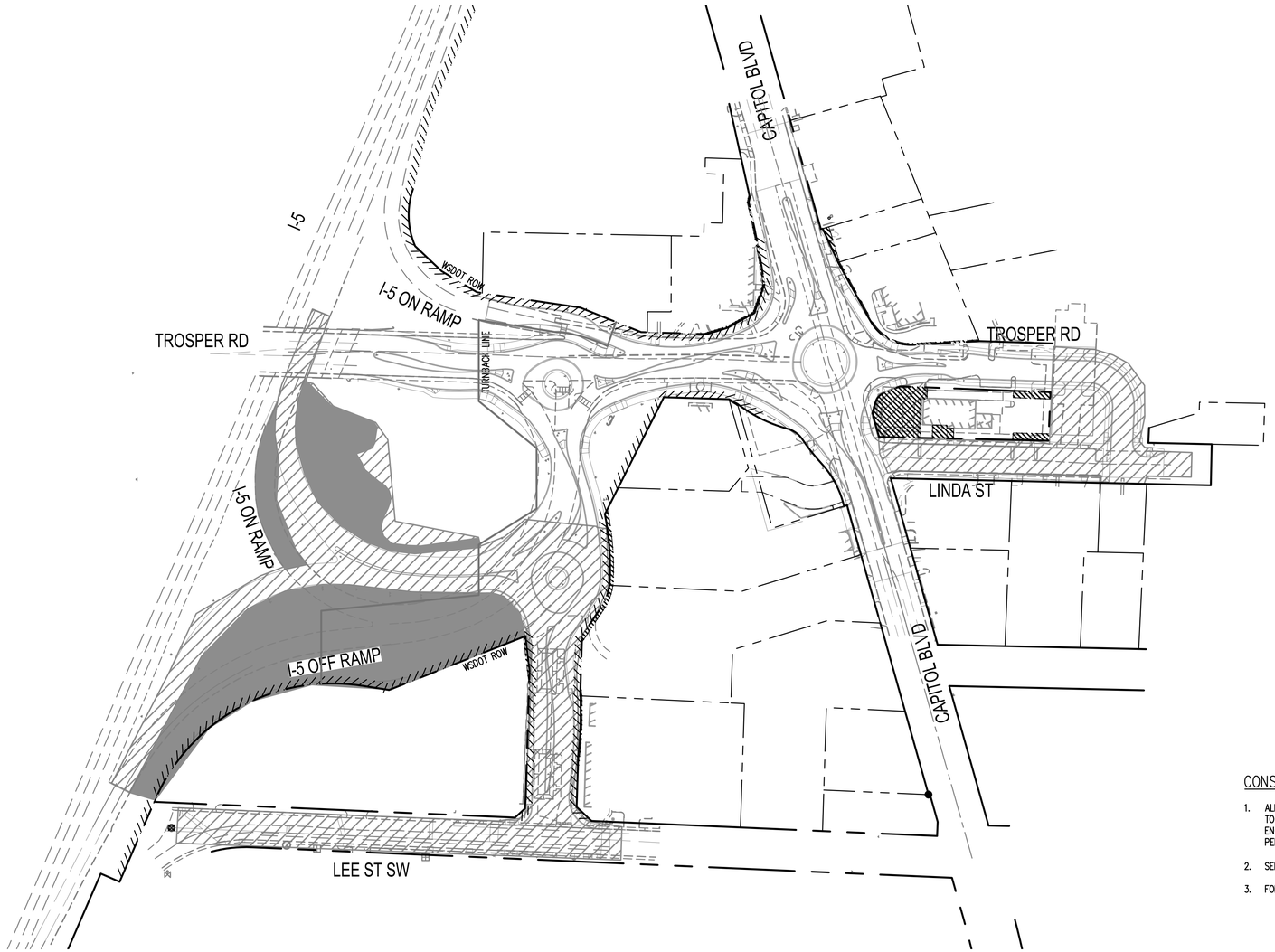
PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

DRAWING No.: CP-06C

SHEET No.: 166 OF 214

CONSTRUCTION PHASING PLAN - PHASE 2C

Jun 03, 2022 11:04:10am – User: sam.crowell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 CP-02.DWG



N

NOT TO SCALE

CONSTRUCTION PHASING NOTES – PHASE 3A

1. ALL EXCAVATIONS WITHIN OR ACROSS STREETS, DRIVEWAYS, OR FAILURE OF PAVEMENT THAT WILL BE EXPOSED TO TRAFFIC SHALL BE TEMPORARILY PATCHED BY THE END OF THE WORKING DAY OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL MAINTAIN ALL TEMPORARY PAVEMENT PATCHES UNTIL SUCH TIME AS THE PERMANENT PAVEMENT IS IN PLACE.
2. SEE SPECIFICATIONS AND SPECIAL PROVISIONS SECTION 1-07.23(1) FOR ADDITIONAL INFORMATION.
3. FOR RAMP CLOSURE TRAFFIC CONTROL PLANS AND DETOUR SEE SHEETS TC-01 TO TC-08.

LEGEND

- WORK ZONE
- CONSTRUCTED AREA
- TEMPORARY TRAFFIC CONTROL ROUTE
- TYPE 3 BARRICADE

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 CP-02

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

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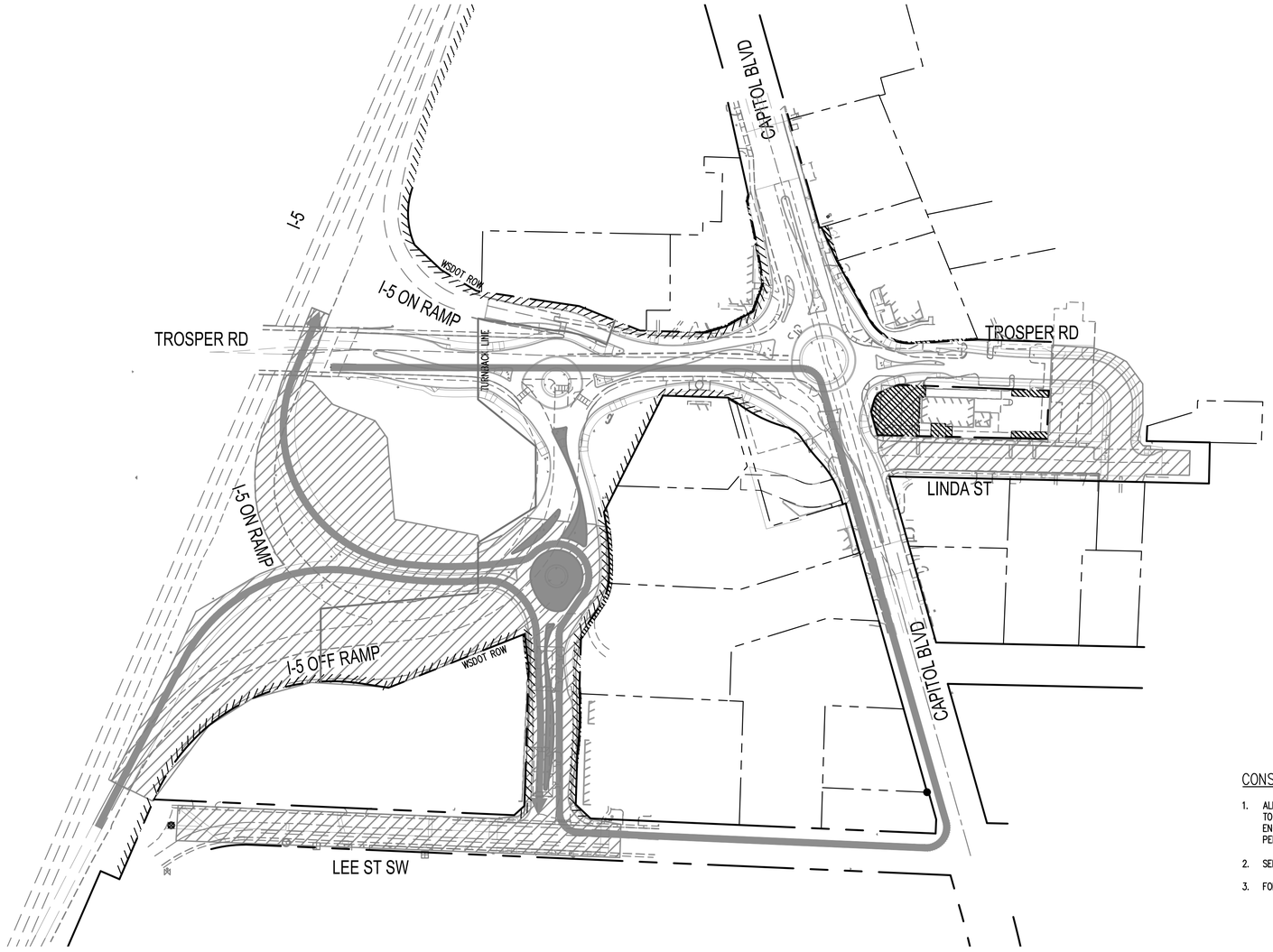
PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

CONSTRUCTION PHASING PLAN - PHASE 3A

DRAWING No.: CP-07A

SHEET No.: 167 OF 214

Jun 03, 2022 11:04:21am – User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 CP-02.DWG



N

NOT TO SCALE

CONSTRUCTION PHASING NOTES – PHASE 3B

1. ALL EXCAVATIONS WITHIN OR ACROSS STREETS, DRIVEWAYS, OR FAILURE OF PAVEMENT THAT WILL BE EXPOSED TO TRAFFIC SHALL BE TEMPORARILY PATCHED BY THE END OF THE WORKING DAY OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL MAINTAIN ALL TEMPORARY PAVEMENT PATCHES UNTIL SUCH TIME AS THE PERMANENT PAVEMENT IS IN PLACE.
2. SEE SPECIFICATIONS AND SPECIAL PROVISIONS SECTION 1-07.23(1) FOR ADDITIONAL INFORMATION.
3. FOR RAMP CLOSURE TRAFFIC CONTROL PLANS AND DETOUR SEE SHEETS TC-01 TO TC-08.

LEGEND

- WORK ZONE
- CONSTRUCTED AREA
- TEMPORARY TRAFFIC CONTROL ROUTE
- TYPE 3 BARRICADE

REVISIONS	DATE	BY
△ FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 CP-02

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

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CITY OF TUMWATER

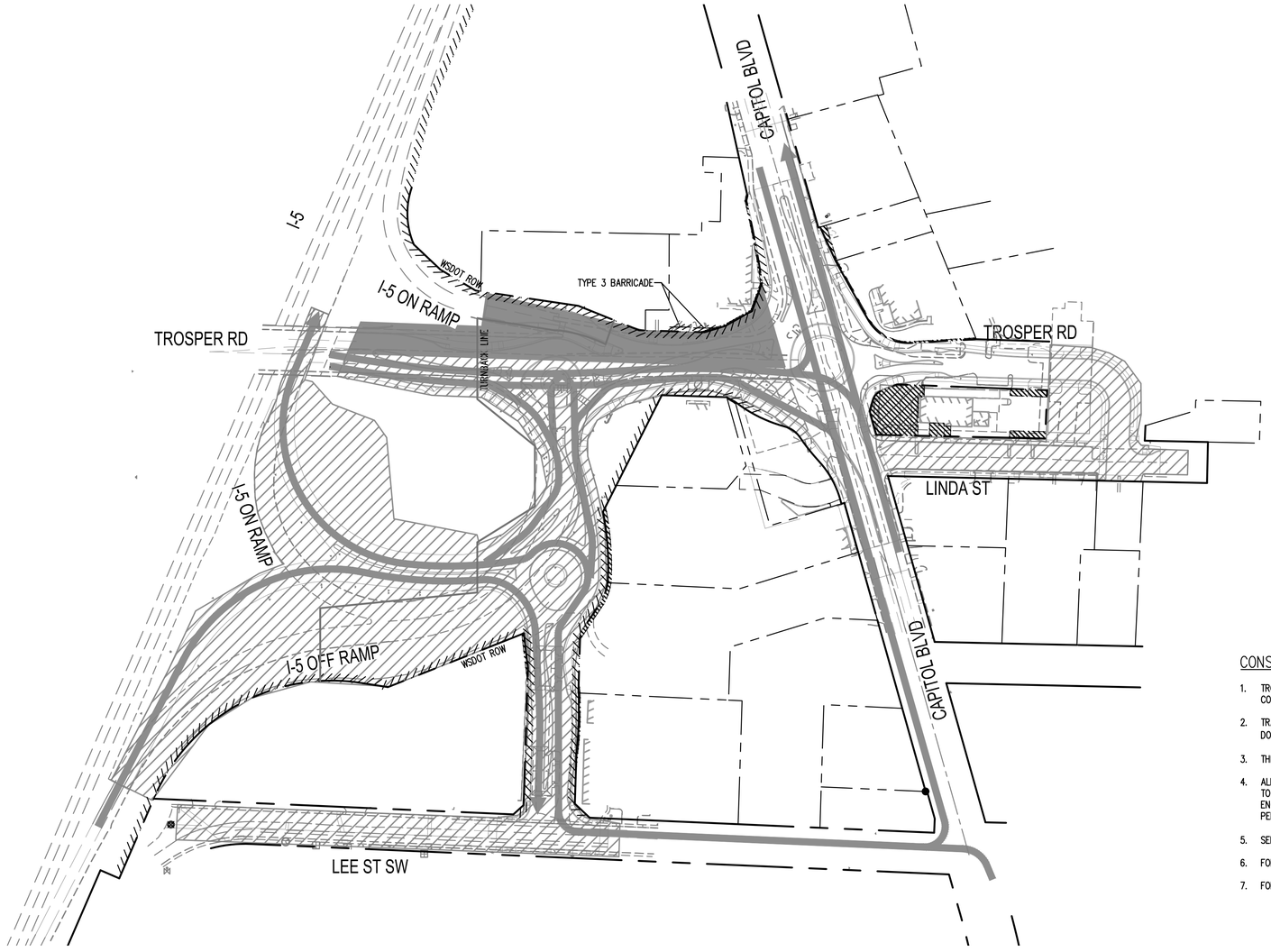
PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

DRAWING No.: CP-07B

SHEET No.: 168 OF 214

CONSTRUCTION PHASING PLAN - PHASE 3B

Jun 03, 2022 11:04:32am – User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 CP-02.DWG



NOT TO SCALE

CONSTRUCTION PHASING NOTES – PHASE 5

1. TROSPER ROAD TRAFFIC CAN BE REDUCED TO ONE LANE EACH DIRECTION IN THE SOUTHERN HALF WHILE CONTRACTOR CAN PERFORM THE WORK IN THE NORTHERN HALF.
2. TRAFFIC FROM I–5 OFF RAMP CAN USE THE NEWLY CONSTRUCTED 6TH AVE AND LEE STREET TO GET INTO DOWNTOWN. CONTRACTOR CAN UTILIZE LEE STREET/6TH AVE TO DIRECT TRAFFIC ONTO THE ON RAMP.
3. THE TRAFFIC SIGNAL FOR THE I–5 ON/OFF RAMPS AND TROSPER ROAD CAN BE REMOVED DURING PHASE 5.
4. ALL EXCAVATIONS WITHIN OR ACROSS STREETS, DRIVEWAYS, OR FAILURE OF PAVEMENT THAT WILL BE EXPOSED TO TRAFFIC SHALL BE TEMPORARILY PATCHED BY THE END OF THE WORKING DAY OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL MAINTAIN ALL TEMPORARY PAVEMENT PATCHES UNTIL SUCH TIME AS THE PERMANENT PAVEMENT IS IN PLACE.
5. SEE SPECIFICATIONS AND SPECIAL PROVISIONS SECTION 1–07.23(1) FOR ADDITIONAL INFORMATION.
6. FOR TYPICAL WORK ZONE CROSS SECTIONS SEE SHEETS CP–01 TO CP–04.
7. FOR RAMP CLOSURE DETOUR SHEET SHEET TC–08.

LEGEND

- WORK ZONE
- CONSTRUCTED AREA
- TEMPORARY TRAFFIC CONTROL ROUTE
- TYPE 3 BARRICADE

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 CP-02

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

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CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

DRAWING No.: CP-09

SHEET No.: 170 OF 214

CONSTRUCTION PHASING PLAN - PHASE 5

Jun 03, 2022 11:04:53am – User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 CP–02.DWG

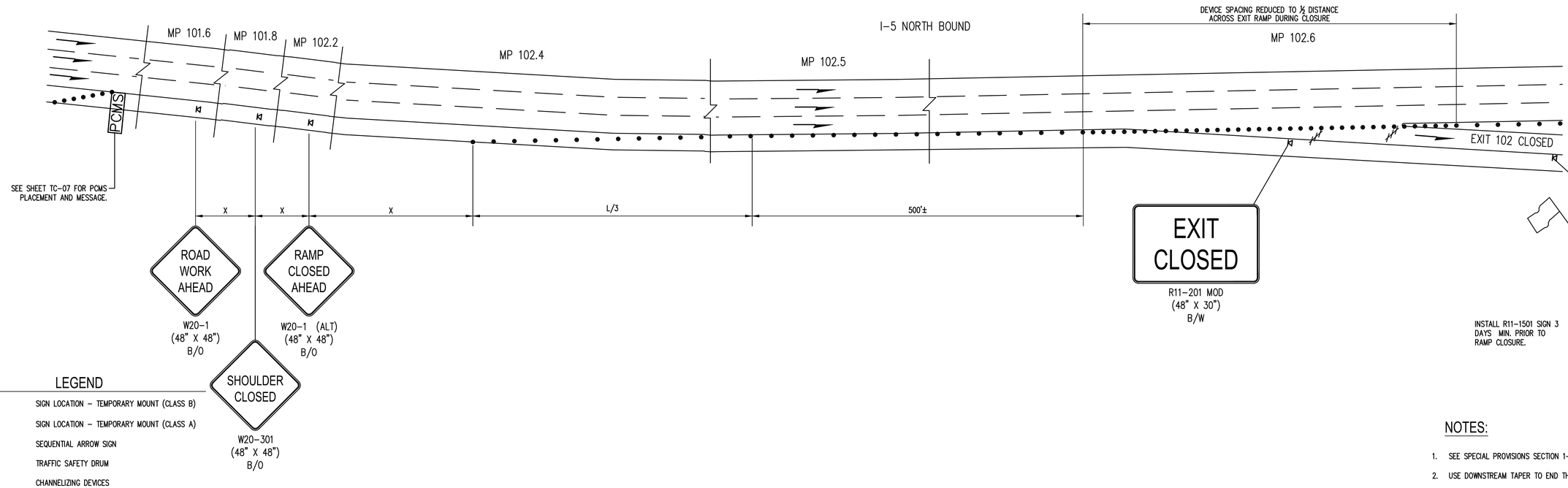
MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)										
SHOULDER WIDTH (FT)	POSTED SPEED (MPH)									
	25	30	35	40	45	50	55	60	65	70
8	–	–	–	–	120	130	150	160	170	190
10	–	–	–	–	150	170	190	200	220	240
USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THEN 8'										

SIGN SPACING = X (1)		
FREEWAYS & EXRESSWAYS	55/70 MPH	1500'±
RURAL HIGHWAYS	60/65 MPH	800'±
RURAL ROADS	25/30 MPH	200'± (2)
URBAN STREETS	25 MPH OR LESS	100'± (2)
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.		

CHANNELIZATION DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50/70	40	80
40/45	30	60

TEMPORARY TRAFFIC CONTROL NOTES:

1. FOR RAMP CLOSURE DETOUR SEE SHEETS TC-07 AND TC-08



LEGEND

- SIGN LOCATION – TEMPORARY MOUNT (CLASS B)
- SIGN LOCATION – TEMPORARY MOUNT (CLASS A)
- SEQUENTIAL ARROW SIGN
- TRAFFIC SAFETY DRUM
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE
- TRANSPORTABLE ATTENUATOR
- PCMS — PORTABLE MESSAGE SIGN
- TRAFFIC BARRICADE (TYPE 2)
- FLAGGING STATION
- TRAFFIC BARRICADE (TYPE 3)

SHORT TERM OFF-RAMP CLOSURE
NOT TO SCALE

NOTES:

1. SEE SPECIAL PROVISIONS SECTION 1-07.23 FOR CLOSURE HOUR RESTRICTIONS
2. USE DOWNSTREAM TAPER TO END THE LANE CLOSURE WITH 20' (FT) DEVICE SPACING.
3. DEVICES SHALL NOT ENCROACH INTO ADJACENT LANES.
4. USE TRANSVERSE DEVICES IN CLOSED LANES EVERY 1000' (FT)± (RECOMMENDED).
5. SEE SHEETS TC-01 TO TC-05 FOR A SHORT TERM RAMP CLOSURE WHEN THE WORK AREA LOCATION RESTRICTS RAMP ACCESS.
6. ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.
7. EXTEND DEVICE TAPER AT L/3 ACROSS SHOULDER.
8. PCMS AND DETOUR SIGNS ON SHEETS TC-07 TO TC-08.

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 TC-01

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

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CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

DRAWING No.: TC-01

SHEET No.: 177 OF 214

TEMPORARY TRAFFIC CONTROL PLAN

Jun 03, 2022 11:06:55am - User: sam.cowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25 TC-01.DWG

MINIMUM LANE CLOSURE TAPER LENGTH = L (feet)										
LANE WIDTH (FT)	POSTED SPEED (MPH)									
	25	30	35	40	45	50	55	60	65	70
10	–	–	–	–	450	500	550	–	–	–
11	–	–	–	–	495	550	605	660	–	–
12	–	–	–	–	540	600	660	720	780	840

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)										
SHOULDER WIDTH (FT)	POSTED SPEED (MPH)									
	25	30	35	40	45	50	55	60	65	70
8	–	–	–	–	120	130	150	160	170	190
10	–	–	–	–	150	170	190	200	220	240
USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THEN 8'										

SIGN SPACING = X (1)		
FREEWAYS & EXRESSWAYS	55/70 MPH	1500'±
RURAL HIGHWAYS	60/65 MPH	800'±
RURAL ROADS	25/30 MPH	200'± (2)
URBAN STREETS	25 MPH OR LESS	100'± (2)
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.		

CHANNELIZATION DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50/70	40	80
40/45	30	60

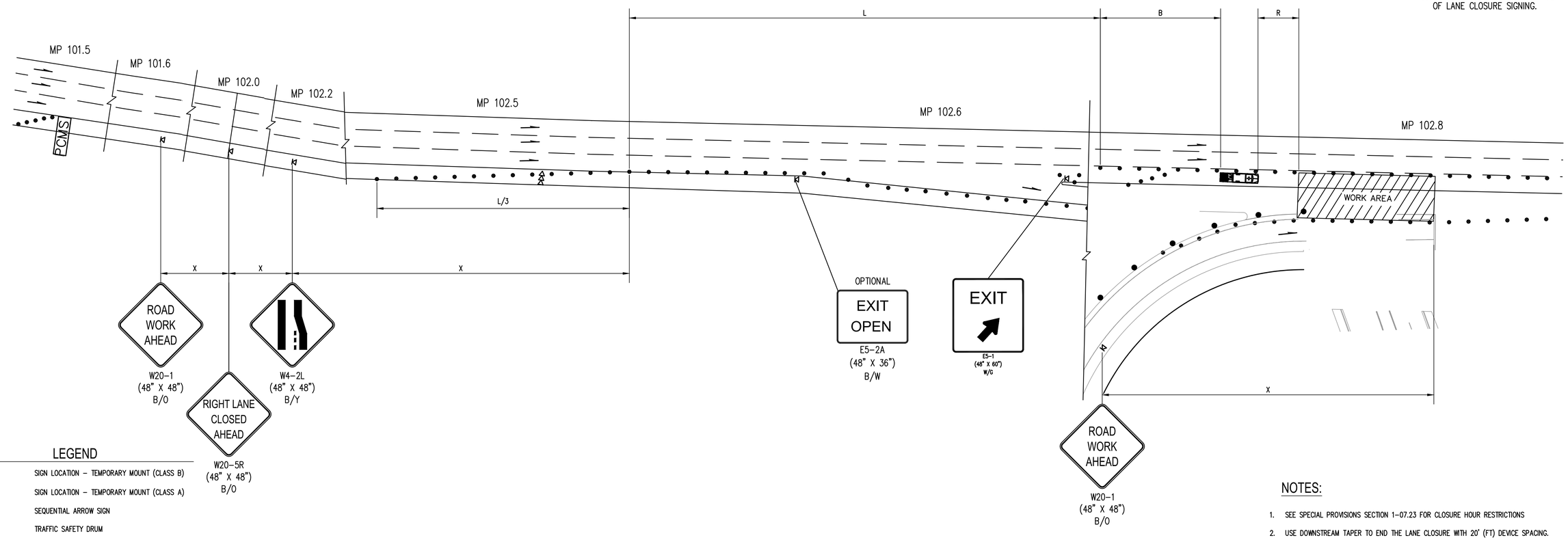
BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (FEET)	155	200	250	305	360	425	495	570	645	730
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R (FEET)										
HOST VEHICLE WEIGHT 9,900 TO 22,000 LBS.				HOST VEHICLE WEIGHT > 22,000 LBS.						
< 45 MPH	45–55 MPH		> 55 MPH	< 45 MPH		45–55 MPH		> 55 MPH		
100	123		172	74		100		150		
PROTECTION VEHICLE (WORK VEHICLE) = R										
NO SPECIFIED DISTANCE REQUIRED										

PCMS	
1	2
RIGHT LANE CLOSURE	1 MILE AHEAD
2.0 SEC	2.0 SEC

FIELD LOCATE 1 MILE ± IN ADVANCE OF LANE CLOSURE SIGNING.

TEMPORARY TRAFFIC CONTROL NOTES:

1. FOR RAMP CLOSURE DETOUR SEE SHEETS TC-07 AND TC-08



LEGEND

- SIGN LOCATION – TEMPORARY MOUNT (CLASS B)
- SIGN LOCATION – TEMPORARY MOUNT (CLASS A)
- SEQUENTIAL ARROW SIGN
- TRAFFIC SAFETY DRUM
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE
- TRANSPORTABLE ATTENUATOR
- PCMS — PORTABLE MESSAGE SIGN
- TRAFFIC BARRICADE (TYPE 2)
- FLAGGING STATION

TEMPORARY ON–RAMP FOR MULTILANE ROADWAYS
NOT TO SCALE

NOTES:

1. SEE SPECIAL PROVISIONS SECTION 1–07.23 FOR CLOSURE HOUR RESTRICTIONS
2. USE DOWNSTREAM TAPER TO END THE LANE CLOSURE WITH 20' (FT) DEVICE SPACING.
3. DEVICES SHALL NOT ENCROACH INTO ADJACENT LANES.
4. USE TRANSVERSE DEVICES IN CLOSED LANES EVERY 1000' (FT)± (RECOMMENDED).
5. SEE SHEETS TC–01 TO TC–05 FOR A SHORT TERM RAMP CLOSURE WHEN THE WORK AREA LOCATION RESTRICTS RAMP ACCESS.
6. ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.
7. EXTEND DEVICE TAPER AT L/3 ACROSS SHOULDER.
8. PCMS AND DETOUR SIGNS ON SHEETS TC–07 TO TC–08.

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM, J. BROWN
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 TC-02

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

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CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

DRAWING No.: TC-02

SHEET No.: 178 OF 214

TEMPORARY TRAFFIC CONTROL PLAN

Jun 03, 2022 11:07:49am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 TC-02.DWG

MINIMUM LANE CLOSURE TAPER LENGTH = L (feet)										
LANE WIDTH (FT)	POSTED SPEED (MPH)									
	25	30	35	40	45	50	55	60	65	70
10	105	150	205	270	450	500	550	–	–	–
11	115	165	225	295	495	550	605	660	–	–
12	125	180	245	320	540	600	660	720	780	840

BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (FEET)	155	200	250	305	360	425	495	570	645	730
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R (FEET)										
HOST VEHICLE WEIGHT 9,900 TO 22,000 LBS.					HOST VEHICLE WEIGHT > 22,000 LBS.					
< 45 MPH		45–55 MPH		> 55 MPH	< 45 MPH		45–55 MPH		> 55 MPH	
100		123		172	74		100		150	
PROTECTION VEHICLE (WORK VEHICLE) = R										
NO SPECIFIED DISTANCE REQUIRED										

SIGN SPACING = X (1)		
RURAL ROADS	45/55 MPH	500'±
RURAL ROADS & URBAN ARTERIALS	35/40 MPH	350'±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25/30 MPH	200'± (2)
URBAN STREETS	25 MPH OR LESS	100'± (2)
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS. (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.		

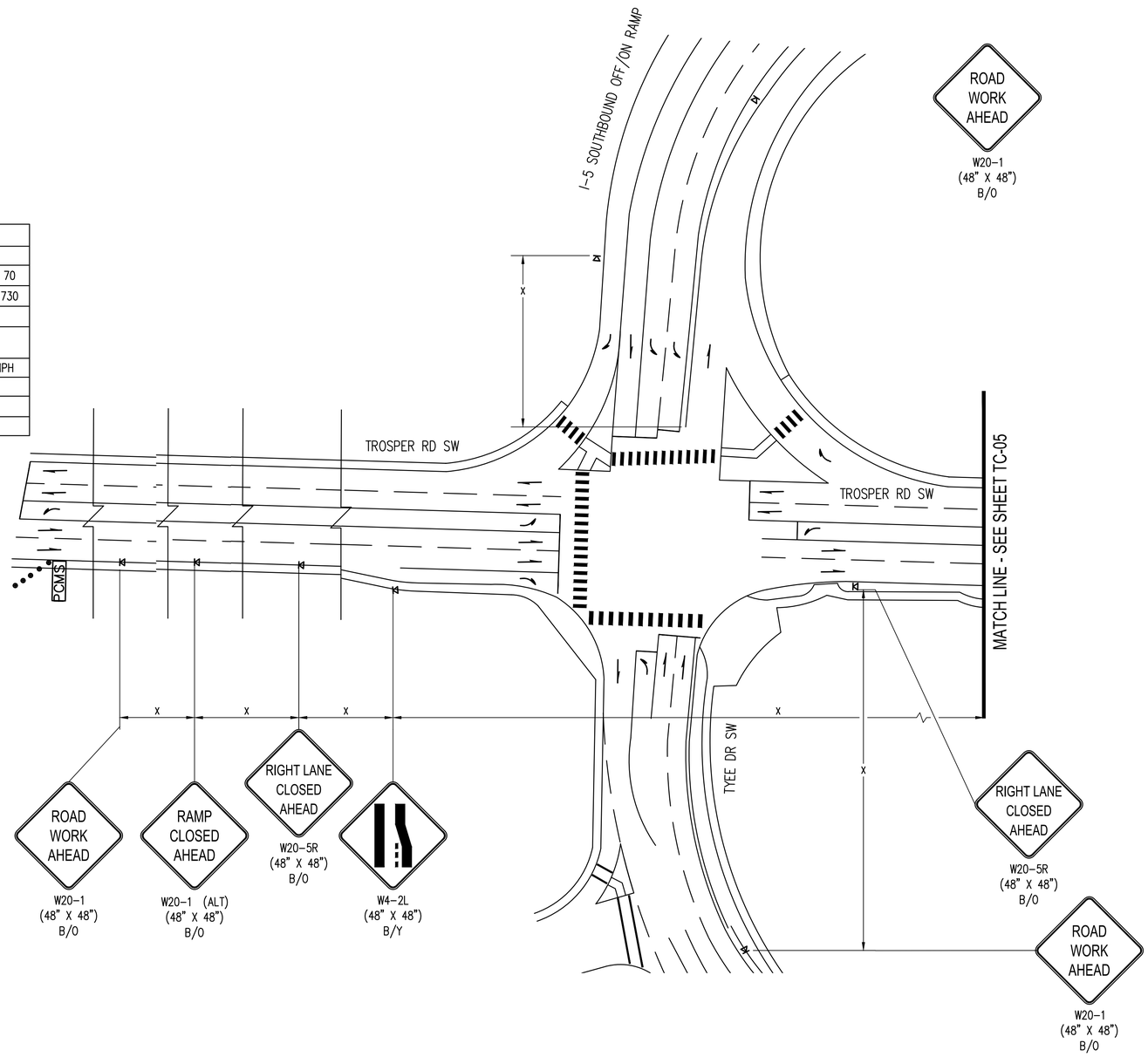
CHANNELIZATION DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50/70	40	80
35/45	30	60
25/30	20	40

PCMS	
1	2
NB RAMP CLOSED AHEAD	USE DETOUR
2.0 SEC	2.0 SEC

FIELD LOCATE 1 MILE ± IN ADVANCE OF RAMP CLOSURE SIGNING

TEMPORARY TRAFFIC CONTROL NOTES:

1. FOR RAMP CLOSURE DETOUR SEE SHEETS TC–07 AND TC–08



LEGEND

- SIGN LOCATION – TEMPORARY MOUNT (CLASS B)
- SIGN LOCATION – TEMPORARY MOUNT (CLASS A)
- SEQUENTIAL ARROW SIGN
- TRAFFIC SAFETY DRUM
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE
- TRANSPORTABLE ATTENUATOR
- PCMS — PORTABLE MESSAGE SIGN
- TRAFFIC BARRICADE (TYPE 2)
- FLAGGING STATION

NOTES:

1. SEE SPECIAL PROVISIONS SECTION 1–07.23 FOR CLOSURE HOUR RESTRICTIONS
2. USE DOWNSTREAM TAPER TO END THE LANE CLOSURE WITH 20' (FT) DEVICE SPACING.
3. DEVICES SHALL NOT ENCROACH INTO ADJACENT LANES.
4. USE TRANSVERSE DEVICES IN CLOSED LANES EVERY 1000' (FT)± (RECOMMENDED).
5. SEE SHEETS TC–01 TO TC–05 FOR A SHORT TERM RAMP CLOSURE WHEN THE WORK AREA LOCATION RESTRICTS RAMP ACCESS.
6. ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.
7. EXTEND DEVICE TAPER AT L/3 ACROSS SHOULDER.
8. PCMS AND DETOUR SIGNS ON SHEETS TC–07 TO TC–08.

SINGLE–LANE CLOSURE FOR MULTI–LANE ROADWAYS
NOT TO SCALE

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM J. BROWN
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 TC-04

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35972 — REGISTERED PROFESSIONAL ENGINEER

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CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

TEMPORARY TRAFFIC CONTROL PLAN

DRAWING No.: TC-04

SHEET No.: 180 OF 214

Jun 03, 2022 11:10:11am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25 TC-04.DWG

MINIMUM LANE CLOSURE TAPER LENGTH = L (feet)										
LANE WIDTH (FT)	POSTED SPEED (MPH)									
	25	30	35	40	45	50	55	60	65	70
10	105	150	205	270	450	500	550	–	–	–
11	115	165	225	295	495	550	605	660	–	–
12	125	180	245	320	540	600	660	720	780	840

SIGN SPACING = X (1)		
RURAL ROADS	45/55 MPH	500'±
RURAL ROADS & URBAN ARTERIALS	35/40 MPH	350'±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25/30 MPH	200'± (2)
URBAN STREETS	25 MPH OR LESS	100'± (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.

(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

CHANNELIZATION DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50/70	40	80
35/45	30	60
25/30	20	40

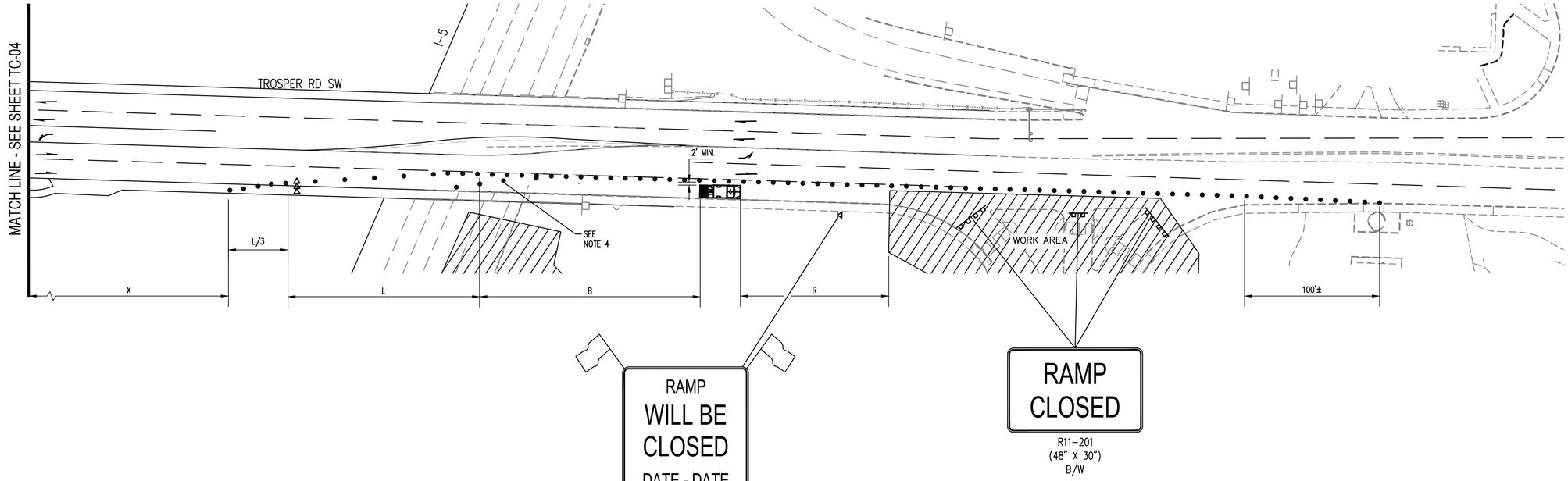
BUFFER DATA											
LONGITUDINAL BUFFER SPACE = B											
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70	
LENGTH (FEET)	155	200	250	305	360	425	495	570	645	730	
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R (FEET)											
HOST VEHICLE WEIGHT 9,900 TO 22,000 LBS.					HOST VEHICLE WEIGHT > 22,000 LBS.						
< 45 MPH		45–55 MPH		> 55 MPH	< 45 MPH		45–55 MPH		> 55 MPH		
100		123		172	74		100		150		
PROTECTION VEHICLE (WORK VEHICLE) = R											
NO SPECIFIED DISTANCE REQUIRED											

LEGEND

- SIGN LOCATION – TEMPORARY MOUNT (CLASS B)
- SIGN LOCATION – TEMPORARY MOUNT (CLASS A)
- SEQUENTIAL ARROW SIGN
- TRAFFIC SAFETY DRUM
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE
- TRANSPORTABLE ATTENUATOR
- PCMS — PORTABLE MESSAGE SIGN
- TRAFFIC BARRICADE (TYPE 2)
- FLAGGING STATION

TEMPORARY TRAFFIC CONTROL NOTES:

1. FOR RAMP CLOSURE DETOUR SEE SHEETS TC-07 AND TC-08



SINGLE–LANE CLOSURE FOR MULTI–LANE ROADWAYS
NOT TO SCALE

NOTES:

1. SEE SPECIAL PROVISIONS SECTION 1–07.23 FOR CLOSURE HOUR RESTRICTIONS
2. USE DOWNSTREAM TAPER TO END THE LANE CLOSURE WITH 20' (FT) DEVICE SPACING.
3. DEVICES SHALL NOT ENCROACH INTO ADJACENT LANES.
4. USE TRANSVERSE DEVICES IN CLOSED LANES EVERY 1000' (FT)± (RECOMMENDED).
5. SEE SHEETS TC–01 TO TC–05 FOR A SHORT TERM RAMP CLOSURE WHEN THE WORK AREA LOCATION RESTRICTS RAMP ACCESS.
6. ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.
7. EXTEND DEVICE TAPER AT L/3 ACROSS SHOULDER.
8. PCMS AND DETOUR SIGNS ON SHEETS TC–07 TO TC–08.

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY:	ISSUE DATE:
S. ROWSWELL	-
DRAWN BY:	JOB No.:
J. GRAHAM, J. BROWN	0625.25
CHECKED BY:	DRAWING FILE No.:
S. SAWYER	0625.25 TC-04

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

SCOTT A. SAWYER — STATE OF WASHINGTON — 35872 — REGISTERED PROFESSIONAL ENGINEER

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CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

TEMPORARY TRAFFIC CONTROL PLAN

DRAWING No.: TC-05

SHEET No.: 181 OF 214

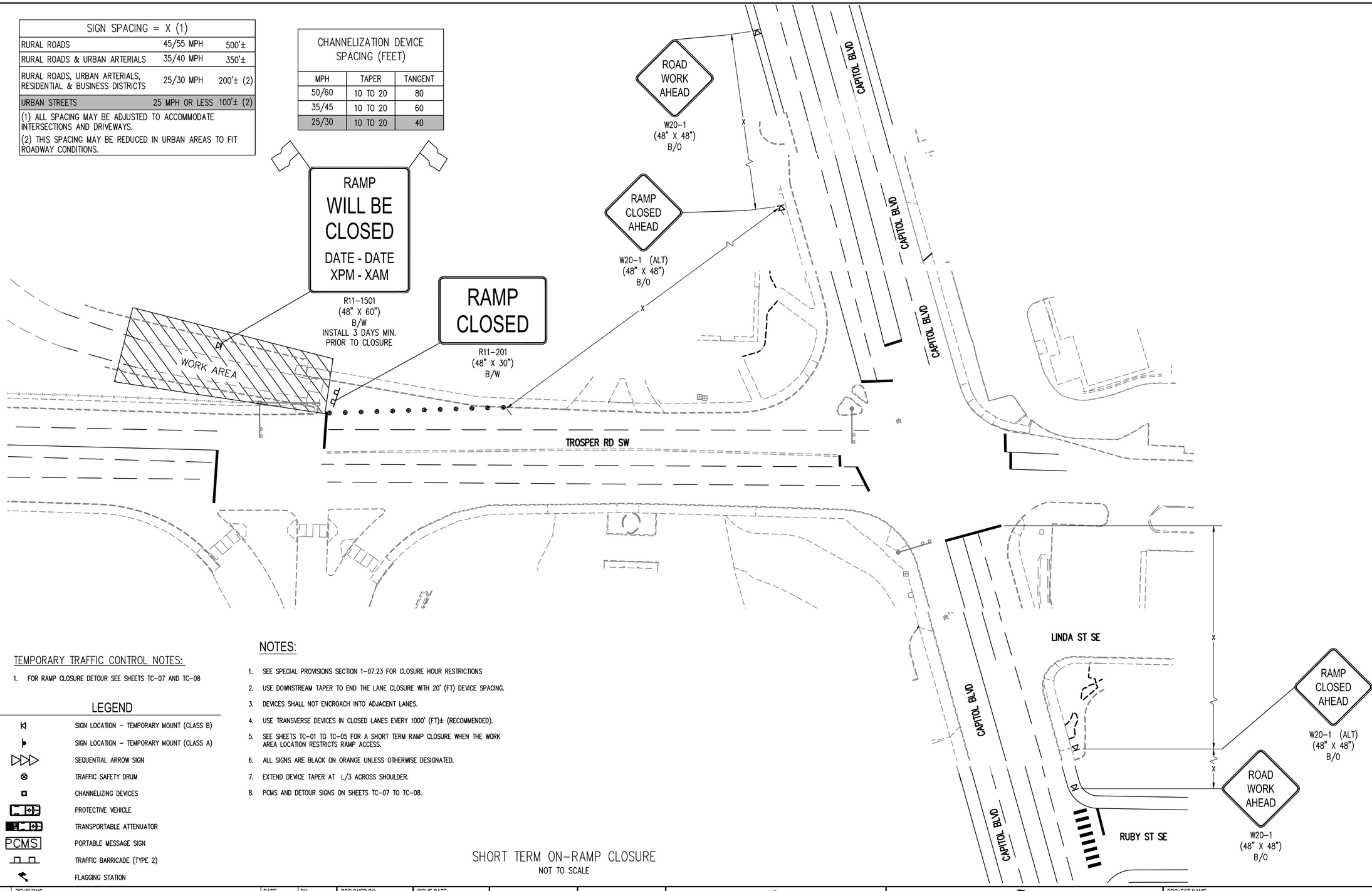
Jun 03, 2022 - 11:10:30am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 TC-04.DWG

SIGN SPACING = X (1)		
RURAL ROADS	45/55 MPH	500'±
RURAL ROADS & URBAN ARTERIALS	35/40 MPH	350'±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25/30 MPH	200'± (2)
URBAN STREETS	25 MPH OR LESS	100'± (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.

(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

CHANNELIZATION DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50/60	10 TO 20	80
35/45	10 TO 20	60
25/30	10 TO 20	40



TEMPORARY TRAFFIC CONTROL NOTES:

1. FOR RAMP CLOSURE DETOUR SEE SHEETS TC-07 AND TC-08

LEGEND

	SIGN LOCATION – TEMPORARY MOUNT (CLASS B)
	SIGN LOCATION – TEMPORARY MOUNT (CLASS A)
	SEQUENTIAL ARROW SIGN
	TRAFFIC SAFETY DRUM
	CHANNELIZING DEVICES
	PROTECTIVE VEHICLE
	TRANSPORTABLE ATTENUATOR
PCMS	PORTABLE MESSAGE SIGN
	TRAFFIC BARRICADE (TYPE 2)
	FLAGGING STATION

NOTES:

1. SEE SPECIAL PROVISIONS SECTION 1-07.23 FOR CLOSURE HOUR RESTRICTIONS
2. USE DOWNSTREAM TAPER TO END THE LANE CLOSURE WITH 20' (FT) DEVICE SPACING.
3. DEVICES SHALL NOT ENCROACH INTO ADJACENT LANES.
4. USE TRANSVERSE DEVICES IN CLOSED LANES EVERY 1000' (FT)± (RECOMMENDED).
5. SEE SHEETS TC-01 TO TC-05 FOR A SHORT TERM RAMP CLOSURE WHEN THE WORK AREA LOCATION RESTRICTS RAMP ACCESS.
6. ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.
7. EXTEND DEVICE TAPER AT L/3 ACROSS SHOULDER.
8. PCMS AND DETOUR SIGNS ON SHEETS TC-07 TO TC-08.

SHORT TERM ON-RAMP CLOSURE
NOT TO SCALE

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM J. BROWN
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 TC-06

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

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CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

DRAWING No.: TC-06

SHEET No.: 182 OF 214

TEMPORARY TRAFFIC CONTROL PLAN

Jun 03, 2022 11:11:35am – User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 TC-06.DWG

NOT TO SCALE

PCMS #1	
1	2
EXIT 102 CONST __/__	USE ALT ROUTES
3.0 SEC	3.0 SEC

MESSAGE 7 DAYS PRIOR TO CONSTRUCTION START DATE. FIELD LOCATE 1 MILE ± IN ADVANCE OF EXIT 101

PCMS #1	
1	2
EXIT 102 CLOSED AHEAD	TRUCKS USE EXIT 101
3.0 SEC	3.0 SEC

MESSAGE DURING EXIT 102 RAMP CLOSURE. FIELD LOCATE 1 MILE ± IN ADVANCE OF EXIT 101.



PCMS #2-#7	
1	2
TROSPER /CAPITOL CONST __/__	USE ALT ROUTES
3.0 SEC	3.0 SEC

MESSAGE 7 DAYS PRIOR TO CONSTRUCTION START DATE

PCMS #2-#7	
1	2
I-5 NB RAMP CLOSED	USE DETOUR
3.0 SEC	3.0 SEC

MESSAGE DURING NORTHBOUND RAMP CLOSURES

PCMS #2-#7	
1	2
ROAD WORK AHEAD	USE ALT ROUTES
3.0 SEC	3.0 SEC

MESSAGE DURING CONSTRUCTION ACTIVITY ON TROSPER AND/OR CAPITOL THAT DOES NOT INVOLVE CLOSURE OF I-5 NB ON RAMPS

PCMS #8	
1	2
LEE ST CONST AHEAD	USE ALT ROUTES
3.0 SEC	3.0 SEC

MESSAGE DURING THE INSTILLATION OF UTILITIES AND CONSTRUCTION OF 6TH AVE AND LEE ST INTERSECTION

PCMS #9	
1	2
EXIT 102 CONST __/__	USE ALT ROUTES
3.0 SEC	3.0 SEC

MESSAGE 7 DAYS PRIOR TO CONSTRUCTION START DATE AND DURING CONSTRUCTION. FIELD LOCATE 1 MILE ± IN ADVANCE OF EXIT 103



M4-9L
(48" X 36")
B/O

(1)



M4-9R
(48" X 36")
B/O

(2)



W20-1 (ALT)
(48" X 48")
B/O

(3)



W20-2
(48" X 48")
B/O

(4)

PCMS STREET NAME INSTLLATION	
PCMS #	STREET NAME
1	I-5 NORTH BOUND 1 MILE ± BEFORE EXIT 101
2	CAPITOL BLVD 1000 FT ± SOUTH OF TROSPER RD
3	TYEE DR SW 3200 FT ± SOUTH TROSPER RD
4	LITTLEROCK RD SW 1000 FT ± BEFORE TRSOPER RD
5	TROSPER RD 1500 FT ± WEST OF NB I-5 ON RAMP
6	S 2ND AVE SW 1000 FT ± NORTH OF TROSPER RD
7	S 2ND AVE SW 1000 FT ± NORTH OF LINWOOD AVE
8	LINDERSON WAY SW 1000 FT ± SOUTH OF LEE ST
9	I-5 SOUTH BOUND 1 MILE ± BEFORE EXIT 103

NOTES:

1. SEE SPECIAL PROVISIONS SECTION 1-07.23 FOR CLOSURE HOUR RESTRICTIONS

LEGEND

	SIGN LOCATION - TEMPORARY MOUNT (CLASS B)
	SIGN LOCATION - TEMPORARY MOUNT (CLASS A)
	SEQUENTIAL ARROW SIGN
	TRAFFIC SAFETY DRUM
	CHANNELIZING DEVICES
	PROTECTIVE VEHICLE
	TRANSPORTABLE ATTENUATOR
PCMS	PORTABLE MESSAGE SIGN
	TRAFFIC BARRICADE (TYPE 2)
	FLAGGING STATION

△ REVISIONS	DATE	BY
FINAL		

DESIGNED BY: S. ROWSWELL
DRAWN BY: J. GRAHAM
CHECKED BY: S. SAWYER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25 TC-07

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

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CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

NORTHBOUND I-5 OFF/ON RAMP CLOSURE DETOUR

DRAWING No.: TC-07

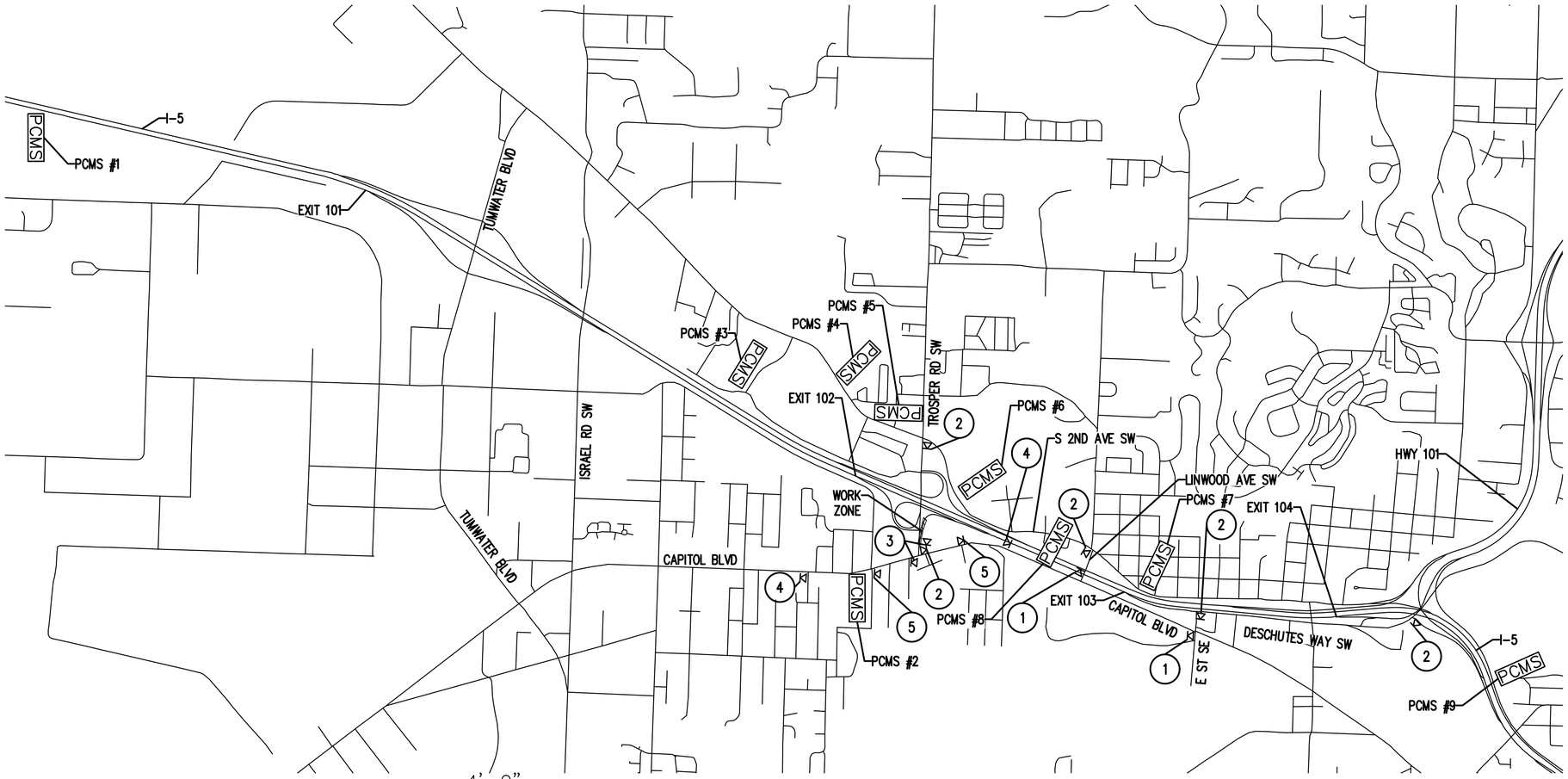
SHEET No.: 183 OF 214

Jun 03, 2022 11:12:29am - User: sam.rowswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25 TC-07.DWG

NOT TO SCALE

PCMS #1	
1	2
EXIT 102 CONST __/__	USE ALT ROUTES
3.0 SEC	3.0 SEC

MESSAGE 7 DAYS PRIOR TO CONSTRUCTION START DATE AND DURING CONSTRUCTION THAT DOES NOT CLOSE EXIST 102. FIELD LOCATE 1 MILE ± IN ADVANCE OF EXIT 101



PCMS #2-#8	
1	2
TROSPER /CAPITOL CONST __/__	USE ALT ROUTES
3.0 SEC	3.0 SEC

MESSAGE 7 DAYS PRIOR TO CONSTRUCTION START DATE

PCMS #2-#8	
1	2
I-5 NB RAMP CLOSED	USE DETOUR
3.0 SEC	3.0 SEC

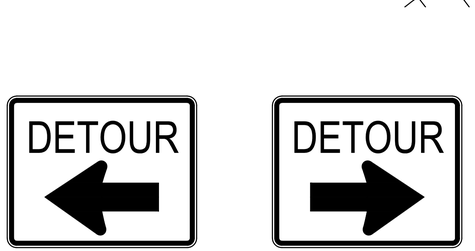
MESSAGE DURING NORTHBOUND RAMP CLOSURES

PCMS #2-#8	
1	2
ROAD WORK AHEAD	USE ALT ROUTES
3.0 SEC	3.0 SEC

MESSAGE DURING CONSTRUCTION ACTIVITY ON TROSPER AND/OR CAPITOL THAT DOES NOT INVOLVE CLOSURE OF I-5 NB ON RAMPS

PCMS #9	
1	2
EXIT 102 CONST __/__	USE ALT ROUTES
3.0 SEC	3.0 SEC

MESSAGE 7 DAYS PRIOR TO CONSTRUCTION START DATE AND DURING CONSTRUCTION. FIELD LOCATE 1 MILE ± IN ADVANCE OF EXIT 103

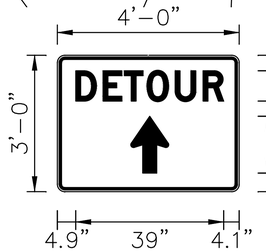


M4-9L
(48" X 36")
B/0

(1)

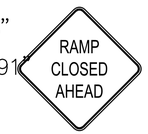
M4-9R
(48" X 36")
B/0

(2)



M4-9(CUSTOM)
(48" X 36")
B/0

(3)



W20-1 (ALT)
(48" X 48")
B/0

(4)



W20-2
(48" X 48")
B/0

(5)

PCMS STREET NAME INSTLLATION	
PCMS #	STREET NAME
1	I-5 NORTH BOUND 1 MILE ± BEFORE EXIT 101
2	CAPITOL BLVD 1000 FT ± SOUTH OF TROSPER RD
3	TYEE DR SW 3200 FT ± SOUTH TROSPER RD
4	LITTLEROCK RD SW 1000 FT ± BEFORE TRSOPER RD
5	TROSPER RD 1500 FT ± WEST OF NB I-5 ON RAMP
6	S 2ND AVE SW 1000 FT ± NORTH OF TROSPER RD
7	S 2ND AVE SW 1000 FT ± NORTH OF LINWOOD AVE
8	CAPITOL BLVD 2000 FT ± NORTH OF TROSPER RD
9	I-5 SOUTH BOUND 1 MILE ± BEFORE EXIT 103

NOTES:

1. SEE SPECIAL PROVISIONS SECTION 1-07.23 FOR CLOSURE HOUR RESTRICTIONS

LEGEND

- SIGN LOCATION - TEMPORARY MOUNT (CLASS B)
- SIGN LOCATION - TEMPORARY MOUNT (CLASS A)
- SEQUENTIAL ARROW SIGN
- TRAFFIC SAFETY DRUM
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE
- TRANSPORTABLE ATTENUATOR
- PCMS — PORTABLE MESSAGE SIGN
- TRAFFIC BARRICADE (TYPE 2)
- FLAGGING STATION

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: S. ROWSWELL	ISSUE DATE: - -
DRAWN BY: J. GRAHAM	JOB No.: 0625.25
CHECKED BY: S. SAWYER	DRAWING FILE No.: 0625.25 TC-08

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

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SCJALLIANCE.COM

CITY OF TUMWATER

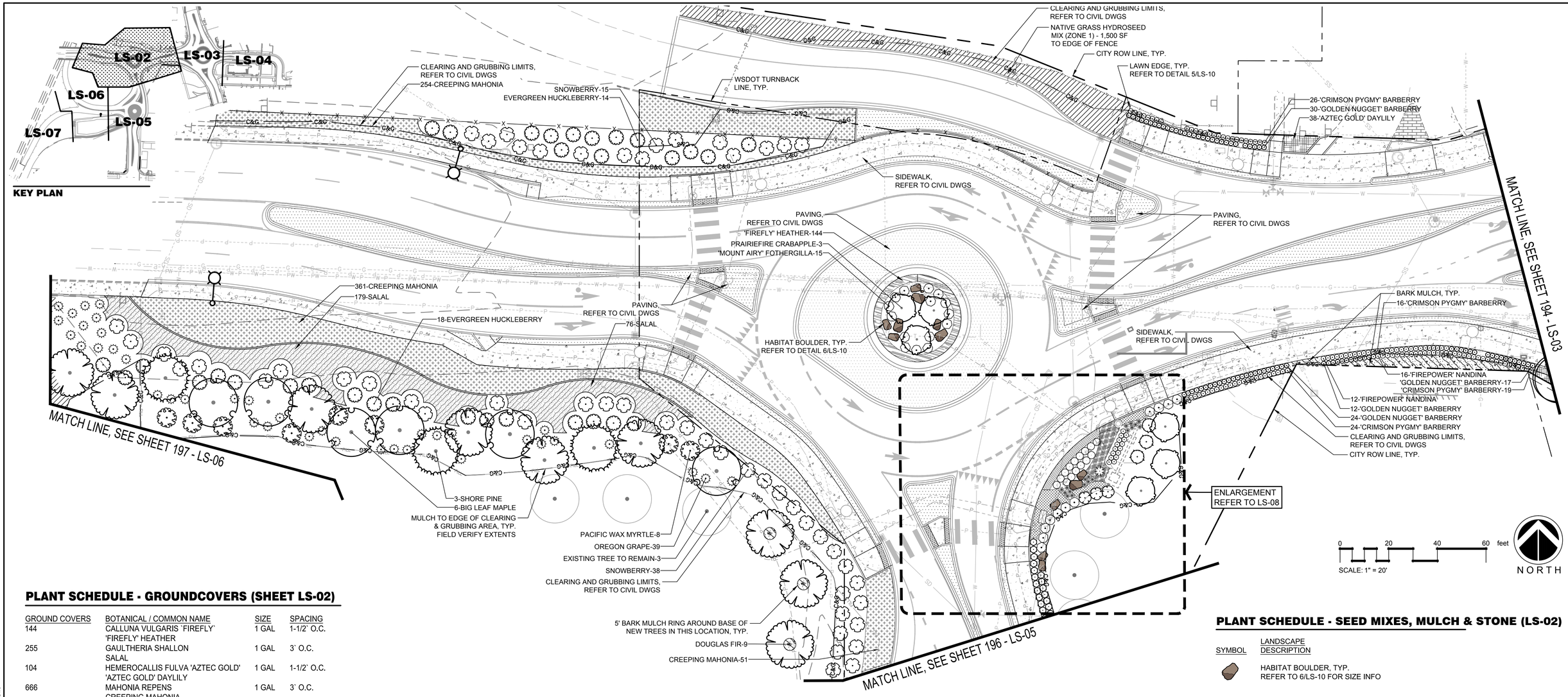
PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

NORTHBOUND I-5 ON RAMP CLOSURE DETOUR

DRAWING No.: TC-08

SHEET No.: 184 OF 214

Jun 03, 2022 11:13:17pm – User: sam.crosnell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25 TC-08.DWG



PLANT SCHEDULE - GROUNDCOVERS (SHEET LS-02)

GROUND COVERS	BOTANICAL / COMMON NAME	SIZE	SPACING
144	CALLUNA VULGARIS `FIREFLY` 'FIREFLY' HEATHER	1 GAL	1-1/2` O.C.
255	GAULTHERIA SHALLON SALAL	1 GAL	3` O.C.
104	HEMEROCALLIS FULVA 'AZTEC GOLD' 'AZTEC GOLD' DAYLILY	1 GAL	1-1/2` O.C.
666	MAHONIA REPENS CREEPING MAHONIA	1 GAL	3` O.C.

PLANT SCHEDULE - SHRUBS (SHEET LS-02)

SHRUBS	BOTANICAL / COMMON NAME	SIZE	SPACING
85	BERBERIS THUNBERGII 'CRIMSON PYGMY' 'CRIMSON PYGMY' BARBERRY	3 GAL	2` O.C.
83	BERBERIS THUNBERGII 'GOLDEN NUGGET' 'GOLDEN NUGGET' BARBERRY	3 GAL	2` O.C.
15	FOTHERGILLA MAJOR 'MOUNT AIRY' 'MOUNT AIRY' FOTHERGILLA	2 GAL	4` O.C.
39	MAHONIA AQUIFOLIUM OREGON GRAPE	5 GAL	4` O.C.
8	MYRICA CALIFORNICA PACIFIC WAX MYRTLE	2 GAL	8` O.C.
28	NANDINA DOMESTICA 'FIREPOWER' 'FIREPOWER' NANDINA	3 GAL	2` O.C.
53	SYMPHORICARPOS ALBUS SNOWBERRY	1 GAL	6` O.C.
32	VACCINIUM OVATUM EVERGREEN HUCKLEBERRY	2 GAL	6` O.C.

PLANT SCHEDULE - TREES (SHEET LS-02)

TREES	BOTANICAL / COMMON NAME	SIZE	DESC.
3	EXISTING TREE TO REMAIN	--	
3	MALUS X `PRAIRIFIRE` PRAIRIEFIRE CRABAPPLE	2" CAL.	10`-12` HT., B&B OR CONT.
WSDOT REPLACEMENT TREES	**BOTANICAL / COMMON NAME**	**SIZE**	**DESC.**
6	ACER MACROPHYLLUM BIG LEAF MAPLE	2" CAL.	10`-12` HT., B&B OR CONT.
3	PINUS CONTORTA SHORE PINE	6`-8` HT.	B&B/ CONT.
9	PSEUDOTSUGA MENZIESII DOUGLAS FIR	6`-8` HT.	B&B/ CONT.

NOTES:
1. REMOVE ALL ENGLISH IVY FROM WSDOT AND CITY ROWS AND TREAT WITH HERBICIDE TO PREVENT REGROWTH.
2. NEW SHRUBS AND GROUNDCOVERS SHALL BE INSTALLED NO CLOSER THAN 3' FROM LIGHT POSTS.

PLANT SCHEDULE - SEED MIXES, MULCH & STONE (LS-02)

SYMBOL	LANDSCAPE DESCRIPTION
	HABITAT BOULDER, TYP. REFER TO 6/LS-10 FOR SIZE INFO

SYMBOL	01 GENERAL DESCRIPTION
	WSDOT NATIVE GRASS HYDROSEED MIX (10` FROM EDGE OF PAVEMENT UNLESS OTHERWISE NOTED) 45% DWARF TALL FESCUE (FESTUCA ARUNDINACEA VAR.) 30% DWARF PERENNIAL RYE (LOLIUM PERENNE VAR. BARCLAY) 20% RED FESCUE (FESTUCA RUBRA) 5% COLONIAL BENTGRASS (AGROSTIS TENUIS)

SYMBOL	LANDSCAPE DESCRIPTION
	BARK MULCH (3" MIN.), ALL PLANTING BEDS & TREE RINGS. TREAT BEDS WITH PRE-EMERGENT PRIOR TO MULCHING

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: C. OWEN
DRAWN BY: C. OWEN
CHECKED BY: J. GLANDER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25_X-LS

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

STATE OF WASHINGTON · JEFFREY B. GLANDER · NO. 405 EXP. 02/08/23 · LICENSED LANDSCAPE ARCHITECT

SCJ ALLIANCE
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CITY OF TUMWATER

PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

LANDSCAPE PLAN

DRAWING No.: LS-02

SHEET No.: 193 OF 214

Jun 03, 2022 11:19:34am - User: sam.cresswell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25_X-LS.DWG

PLANT SCHEDULE - SHRUBS (SHEET LS-05)

SHRUBS	BOTANICAL / COMMON NAME	SIZE	SPACING
13	ABELIA X 'EDWARD GOUCHER' 'EDWARD GOUCHER' ABELIA	5 GAL	5` O.C.
16	BERBERIS THUNBERGII 'GOLDEN NUGGET' 'GOLDEN NUGGET' BARBERRY	3 GAL	2` O.C.
12	MAHONIA AQUIFOLIUM OREGON GRAPE	5 GAL	4` O.C.
33	NANDINA DOMESTICA 'FIREPOWER' 'FIREPOWER' NANDINA	3 GAL	2` O.C.
55	PINUS MUGO PUMILIO DWARF MUGO PINE	5 GAL	3` O.C.
92	SPIRAEA JAPONICA `MAGIC CARPET` 'MAGIC CARPET' SPIREA	2 GAL	3` O.C.
4	SYMPHORICARPOS ALBUS SNOWBERRY	1 GAL	6` O.C.
4	VACCINIUM OVATUM EVERGREEN HUCKLEBERRY	2 GAL	6` O.C.
51	VIBURNUM DAVIDII DAVID VIBURNUM	2 GAL	4` O.C.

SHRUB AREAS	BOTANICAL / COMMON NAME	CONT	SPACING
71	PRUNUS LAUROCERASUS 'MOUNT VERNON' 'MOUNT VERNON' LAUREL	1 GAL	2.5` O.C.

PLANT SCHEDULE - GROUNDCOVERS (SHEET LS-05)

GROUND COVERS	BOTANICAL / COMMON NAME	SIZE	SPACING
94	HEMEROCALLIS FULVA 'AZTEC GOLD' 'AZTEC GOLD' DAYLILY	1 GAL	1-1/2` O.C.
246	MAHONIA REPENS CREEPING MAHONIA	1 GAL	3` O.C.

NOTES:

1. REMOVE ALL ENGLISH IVY FROM WSDOT AND CITY ROWS AND TREAT WITH HERBICIDE TO PREVENT REGROWTH.
2. NEW SHRUBS AND GROUNDCOVERS SHALL BE INSTALLED NO CLOSER THAN 3' FROM LIGHT POSTS.

PLANT SCHEDULE - SEED MIXES, STONE & MULCH (LS-05)

SYMBOL	LANDSCAPE DESCRIPTION
	HABITAT BOULDER, TYP. REFER TO 6/LS-10 FOR SIZE INFO

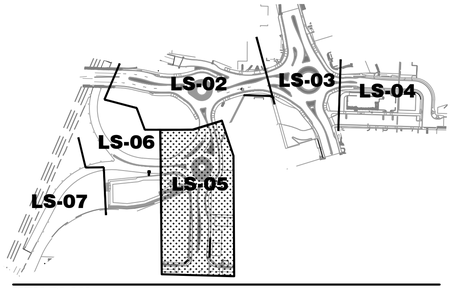
SYMBOL	01 GENERAL DESCRIPTION
	WSDOT NATIVE GRASS HYDROSEED MIX (10` FROM EDGE OF PAVEMENT UNLESS OTHERWISE NOTED) 45% DWARF TALL FESCUE (FESTUCA ARUNDINACEA VAR.) 30% DWARF PERENNIAL RYE (LOLIUM PERENNE VAR. BARCLAY) 20% RED FESCUE (FESTUCA RUBRA) 5% COLONIAL BENTGRASS (AGROSTIS TENUIS)
	HYDROSEED LAWN 45% DWARF TALL FESCUE (FESTUCA ARUNDINACEA VAR.) 30% DWARF PERENNIAL RYE (LOLIUM PERENNE VAR. BARCLAY) 20% RED FESCUE (FESTUCA RUBRA) 5% COLONIAL BENTGRASS (AGROSTIS TENUIS)
	BIORETENTION HYDROSEED MIX 36% ROEMER`S FESCUE (FESTUCA) 36% WESTERN FESCUE (FESTUCA IDAHOENSIS) 17% CANBY`S BLUEGRASS (POA SECUNDA `CANBYI`) 10% STERILE TRITICALE

SYMBOL	LANDSCAPE DESCRIPTION
	BARK MULCH (3" MIN.), ALL PLANTING BEDS & TREE RINGS. TREAT BEDS WITH PRE-EMERGENT PRIOR TO MULCHING

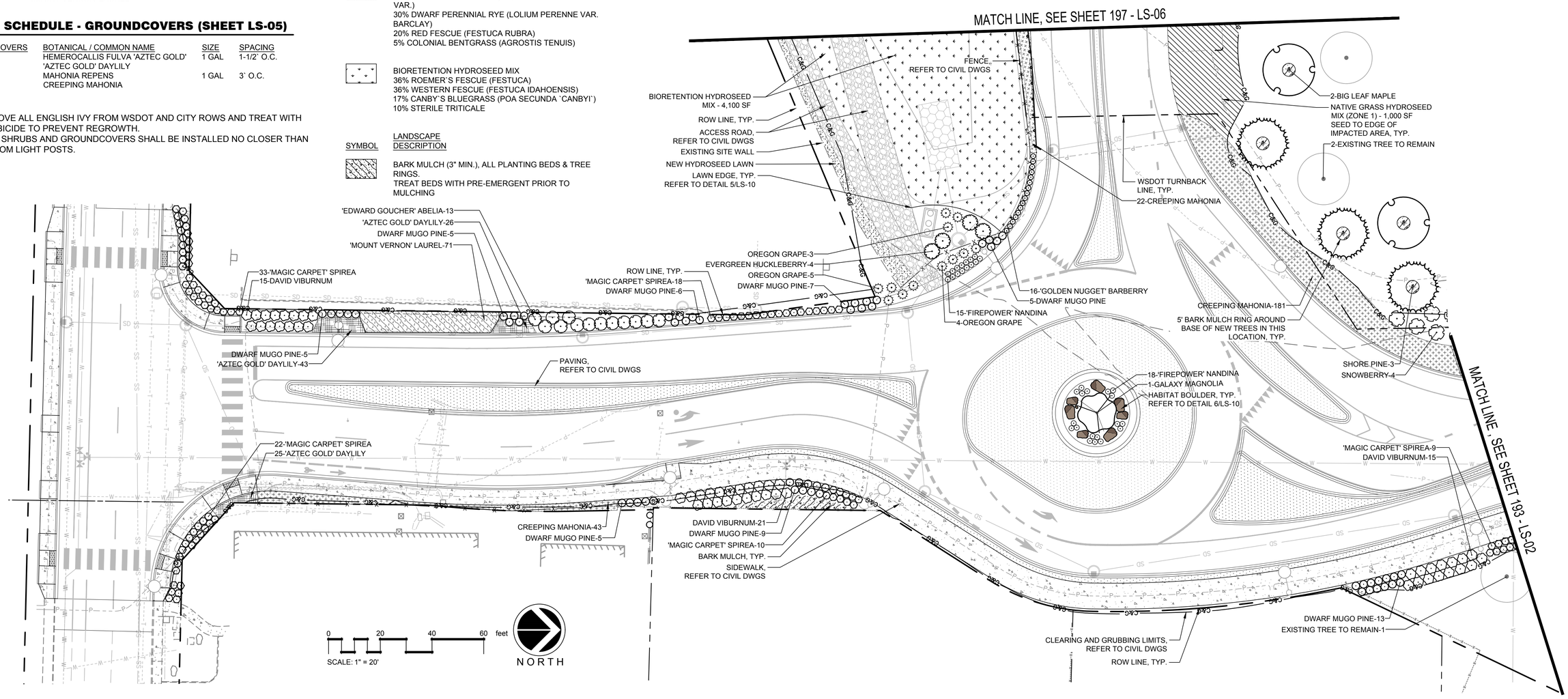
PLANT SCHEDULE - TREES (SHEET LS-05)

TREES	BOTANICAL / COMMON NAME	SIZE	DESC.
3	EXISTING TREE TO REMAIN	--	
1	MAGNOLIA X `GALAXY` GALAXY MAGNOLIA	6`-8` HT.	B&B/ CONT.

WSDOT REPLACEMENT TREES	BOTANICAL / COMMON NAME	SIZE	DESC.
2	ACER MACROPHYLLUM BIG LEAF MAPLE	2" CAL.	10`-12` HT., B&B OR CONT.
3	PINUS CONTORTA SHORE PINE	6`-8` HT.	B&B/ CONT.



KEY PLAN



REVISIONS	DATE	BY
FINAL		

DESIGNED BY: C. OWEN	ISSUE DATE: -
DRAWN BY: C. OWEN	JOB No.: 0625.25
CHECKED BY: J. GLANDER	DRAWING FILE No.: 0625.25_X-LS

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

STATE OF WASHINGTON JEFFREY B. GLANDER NO. 495 EXP. 02/08/23 LICENSED LANDSCAPE ARCHITECT

SCJ ALLIANCE
CONSULTING SERVICES
8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
P: 360.352.1465 F: 360.352.1509
SCJALLIANCE.COM

CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

LANDSCAPE PLAN

DRAWING No.: LS-05

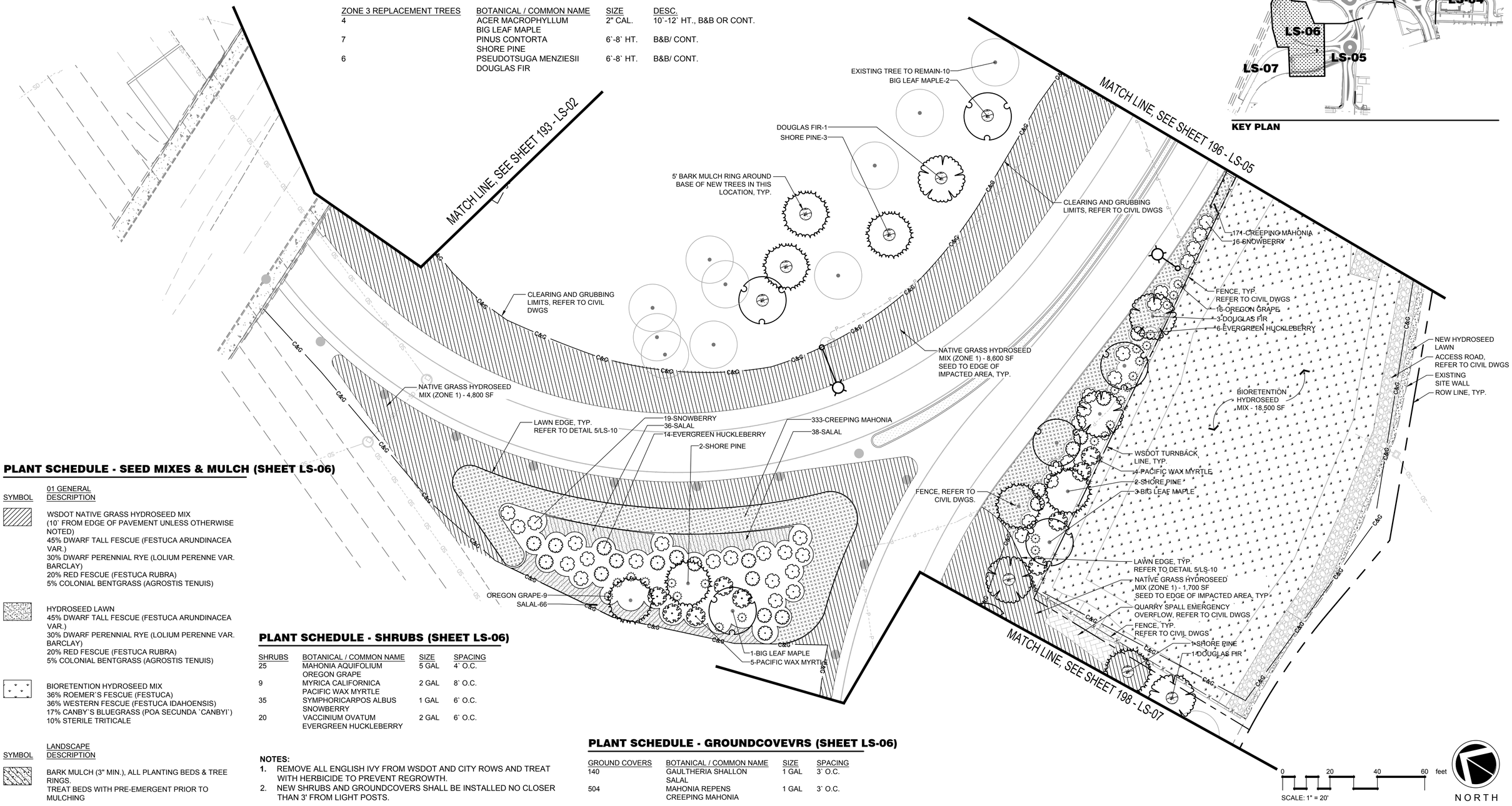
SHEET No.: 196 OF 214

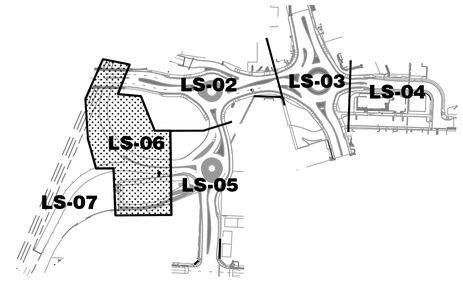
Jun 03, 2022 - 11:20:21am - User: sam.crakewell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25_X-LS.DWG

PLANT SCHEDULE - TREES (LS-06)

TREES	BOTANICAL / COMMON NAME	SIZE	DESC.
10	EXISTING TREE TO REMAIN	--	

ZONE 3 REPLACEMENT TREES	BOTANICAL / COMMON NAME	SIZE	DESC.
4	ACER MACROPHYLLUM BIG LEAF MAPLE	2" CAL.	10`-12` HT., B&B OR CONT.
7	PINUS CONTORTA SHORE PINE	6`-8` HT.	B&B/ CONT.
6	PSEUDOTSUGA MENZIESII DOUGLAS FIR	6`-8` HT.	B&B/ CONT.





KEY PLAN

PLANT SCHEDULE - SEED MIXES & MULCH (SHEET LS-06)

01 GENERAL

SYMBOL	DESCRIPTION
	WSDOT NATIVE GRASS HYDROSEED MIX (10` FROM EDGE OF PAVEMENT UNLESS OTHERWISE NOTED) 45% DWARF TALL FESCUE (FESTUCA ARUNDINACEA VAR.) 30% DWARF PERENNIAL RYE (LOLIUM PERENNE VAR. BARCLAY) 20% RED FESCUE (FESTUCA RUBRA) 5% COLONIAL BENTGRASS (AGROSTIS TENUIS)
	HYDROSEED LAWN 45% DWARF TALL FESCUE (FESTUCA ARUNDINACEA VAR.) 30% DWARF PERENNIAL RYE (LOLIUM PERENNE VAR. BARCLAY) 20% RED FESCUE (FESTUCA RUBRA) 5% COLONIAL BENTGRASS (AGROSTIS TENUIS)
	BIORETENTION HYDROSEED MIX 36% ROEMER`S FESCUE (FESTUCA) 36% WESTERN FESCUE (FESTUCA IDAHOENSIS) 17% CANBY`S BLUEGRASS (POA SECUNDA `CANBYI`) 10% STERILE TRITICALE

LANDSCAPE

SYMBOL	DESCRIPTION
	BARK MULCH (3" MIN.), ALL PLANTING BEDS & TREE RINGS. TREAT BEDS WITH PRE-EMERGENT PRIOR TO MULCHING

PLANT SCHEDULE - SHRUBS (SHEET LS-06)

SHRUBS	BOTANICAL / COMMON NAME	SIZE	SPACING
25	MAHONIA AQUIFOLIUM OREGON GRAPE	5 GAL	4` O.C.
9	MYRICA CALIFORNICA PACIFIC WAX MYRTLE	2 GAL	8` O.C.
35	SYMPHORICARPOS ALBUS SNOWBERRY	1 GAL	6` O.C.
20	VACCINIUM OVATUM EVERGREEN HUCKLEBERRY	2 GAL	6` O.C.

NOTES:

1. REMOVE ALL ENGLISH IVY FROM WSDOT AND CITY ROWS AND TREAT WITH HERBICIDE TO PREVENT REGROWTH.
2. NEW SHRUBS AND GROUNDCOVERS SHALL BE INSTALLED NO CLOSER THAN 3' FROM LIGHT POSTS.

PLANT SCHEDULE - GROUNDCOVEVRS (SHEET LS-06)

GROUND COVERS	BOTANICAL / COMMON NAME	SIZE	SPACING
140	GAULTHERIA SHALLON SALAL	1 GAL	3` O.C.
504	MAHONIA REPENS CREEPING MAHONIA	1 GAL	3` O.C.

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: C. OWEN
DRAWN BY: C. OWEN
CHECKED BY: J. GLANDER
ISSUE DATE: -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25_X-LS

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

STATE OF WASHINGTON · JEFFREY B. GLANDER · NO. 405 EXP. 02/08/23 · LICENSED LANDSCAPE ARCHITECT

SCJ ALLIANCE
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CITY OF TUMWATER

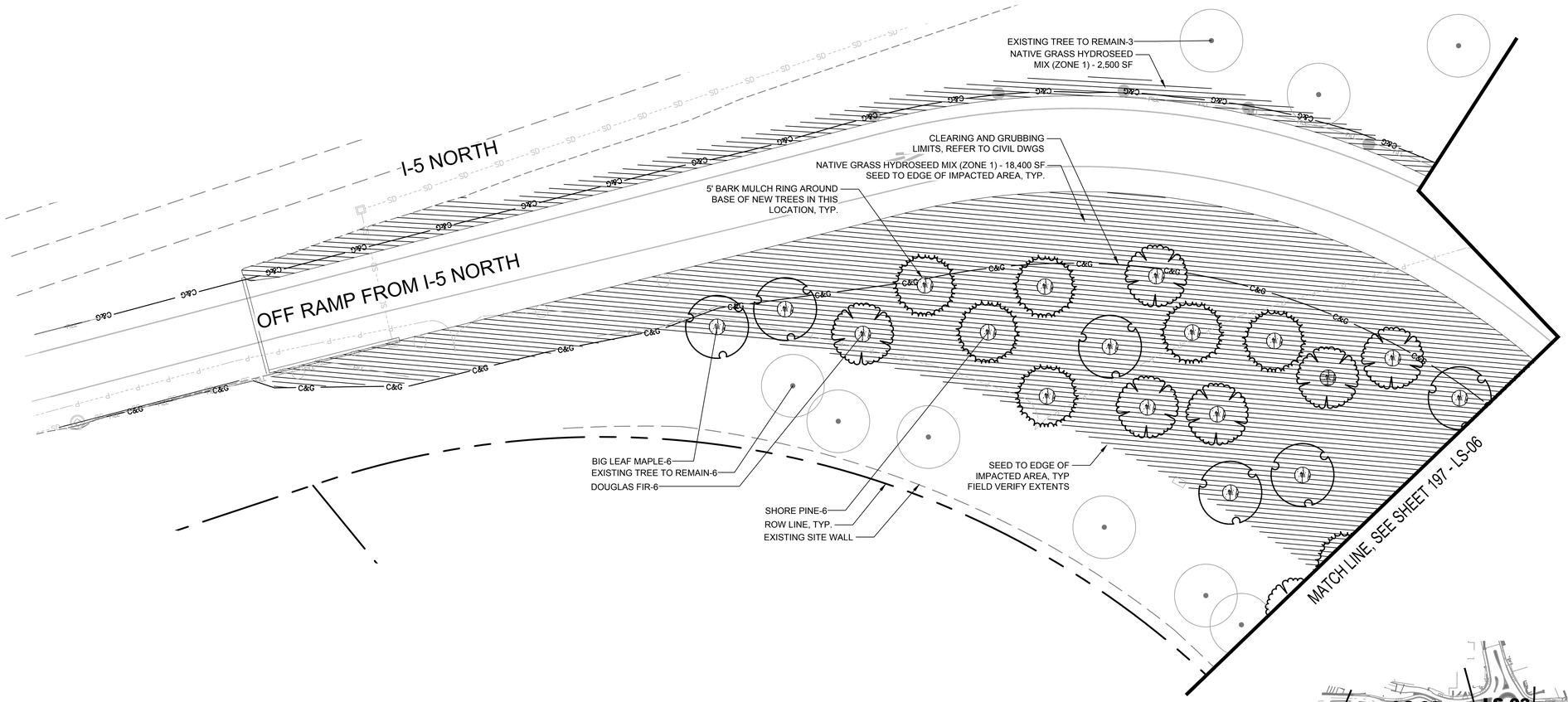
PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

LANDSCAPE PLAN

DRAWING No.: LS-06

SHEET No.: 197 OF 214

Jun 03, 2022 11:20:36am - User: sam.cresswell
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PLANT SCHEDULE (SHEET LS-07)

TREES	BOTANICAL / COMMON NAME	SIZE	DESC.
9	EXISTING TREE TO REMAIN	--	
WSDOT REPLACEMENT TREES	**BOTANICAL / COMMON NAME**	**SIZE**	**DESC.**
6	ACER MACROPHYLLUM BIG LEAF MAPLE	2" CAL.	10`-12` HT., B&B OR CONT.
6	PINUS CONTORTA SHORE PINE	6`-8` HT.	B&B/ CONT.
6	PSEUDOTSUGA MENZIESII DOUGLAS FIR	6`-8` HT.	B&B/ CONT.

NOTES:

1. REMOVE ALL ENGLISH IVY FROM WSDOT AND CITY ROWS AND TREAT WITH HERBICIDE TO PREVENT REGROWTH.
2. NEW SHRUBS AND GROUNDCOVERS SHALL BE INSTALLED NO CLOSER THAN 3' FROM LIGHT POSTS.

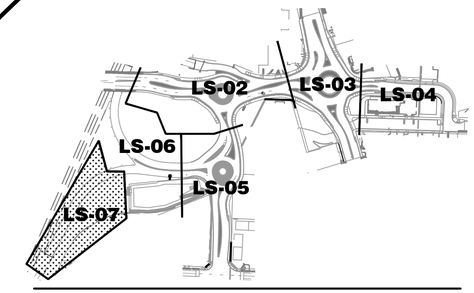
REFERENCE NOTES SCHEDULE - SEED MIX & MULCH (SHEET LS-07)

01 GENERAL

SYMBOL	DESCRIPTION
	WSDOT NATIVE GRASS HYDROSEED MIX (10` FROM EDGE OF PAVEMENT UNLESS OTHERWISE NOTED) 45% DWARF TALL FESCUE (FESTUCA ARUNDINACEA VAR.) 30% DWARF PERENNIAL RYE (LOLIUM PERENNE VAR. BARCLAY) 20% RED FESCUE (FESTUCA RUBRA) 5% COLONIAL BENTGRASS (AGROSTIS TENUIS)

LANDSCAPE

SYMBOL	DESCRIPTION
	BARK MULCH (3" MIN.), ALL PLANTING BEDS & TREE RINGS. TREAT BEDS WITH PRE-EMERGENT PRIOR TO MULCHING



KEY PLAN

SCALE: 1" = 20'

0 20 40 60 feet

NORTH

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: C. OWEN
DRAWN BY: C. OWEN
CHECKED BY: J. GLANDER

ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25_X-LS

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

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CITY OF TUMWATER

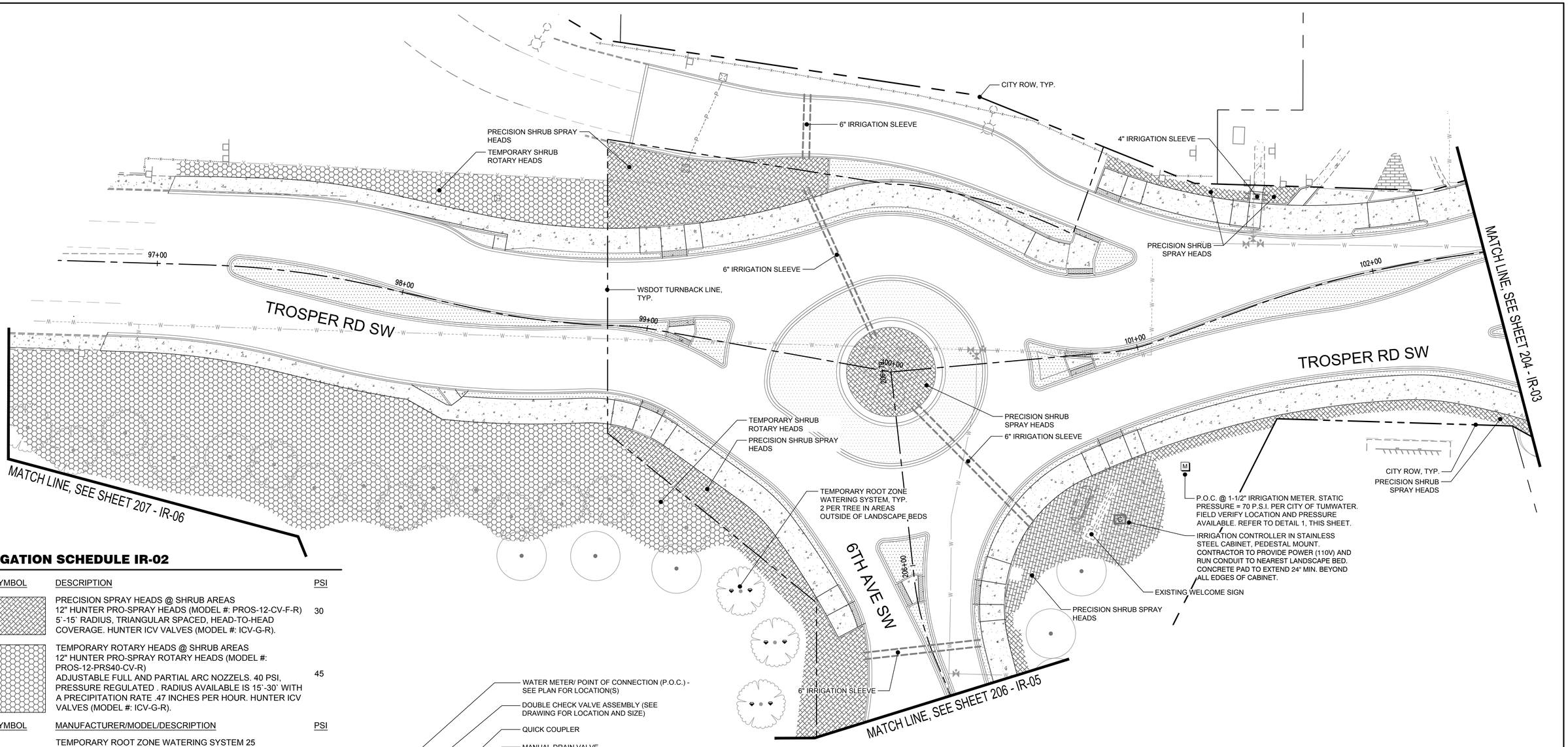
PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

LANDSCAPE PLAN

DRAWING No.: LS-07

SHEET No.: 198 OF 214

Jun 03, 2022 11:20:52am - User: sam.crosswell
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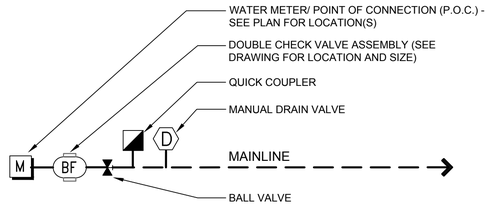


IRRIGATION SCHEDULE IR-02

SYMBOL	DESCRIPTION	PSI
	PRECISION SPRAY HEADS @ SHRUB AREAS 12" HUNTER PRO-SPRAY HEADS (MODEL #: PROS-12-CV-F-R) 5`-15` RADIUS, TRIANGULAR SPACED, HEAD-TO-HEAD COVERAGE. HUNTER ICV VALVES (MODEL #: ICV-G-R).	30
	TEMPORARY ROTARY HEADS @ SHRUB AREAS 12" HUNTER PRO-SPRAY ROTARY HEADS (MODEL #: PROS-12-PRS40-CV-R) ADJUSTABLE FULL AND PARTIAL ARC NOZZELS. 40 PSI, PRESSURE REGULATED . RADIUS AVAILABLE IS 15`-30` WITH A PRECIPITATION RATE .47 INCHES PER HOUR. HUNTER ICV VALVES (MODEL #: ICV-G-R).	45

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI
0.25 0.50	TEMPORARY ROOT ZONE WATERING SYSTEM 25 18" LONG HUNTER RZWS-18 WITH INSTALLED .25 GPM OR .50 GPM BUBBLER OPTIONS, 1/2" SWING JOINT FOR CONNECTION TO 1/2" PIPE. INSTALL 2 BUBBLERS PER NEW TREE IN AREAS OUTSIDE OF LANDSCAPE BEDS.	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
C	HUNTER A2C-150D-M 150-STATION DECODER CONTROLLER WITH ONE (1) A2C-D75 MODULE IN AN OUTDOOR HUNTER PLASTIC PEDESTAL. INCLUDE HUNTER ROAMXL-R REMOTE.
M	WATER METER 1-1/2" P.O.C. @ 1-1/2" IRRIGATION METER. STATIC PRESSURE = 70 P.S.I. PER CITY OF TUMWATER. FIELD VERIFY LOCATION AND PRESSURE AVAILABLE.
	PIPE SLEEVE: PVC SCHEDULE 40 (MINIMUM)



1 POINT OF CONNECTION (POC) DETAIL
N.T.S. P-RO-CAP-05

DESIGN-BUILD NOTES

1. ALL AREAS TO BE IRRIGATED WITHIN THE PROJECT LIMITS SHALL BE INCORPORATED INTO A SINGLE DESIGNED IRRIGATION SYSTEM. HOWEVER, AREAS WITHIN CITY ROW (INCLUDING STORM POND) SHALL HAVE A PERMANENT IRRIGATION SYSTEM; AREAS WITHIN WSDOT ROW SHALL HAVE A TEMPORARY IRRIGATION SYSTEM. THE OVERALL SYSTEM SHALL BE DESIGNED IN SUCH A WAY SO THAT WSDOT AND CITY ROW SYSTEMS ARE SET UP WITHIN DIFFERENT IRRIGATION ZONES AND WSDOT IRRIGATION CAN BE TURNED OFF OR DISCONNECTED FROM THE SYSTEM AS A WHOLE IF NEEDED.
2. ALL AREAS OUTSIDE OF CITY OR WSDOT ROW (PRIVATE PROPERTY) SHALL HAVE THEIR EXISTING IRRIGATION SYSTEMS REPAIRED AND/OR MODIFIED TO COVER NEW LANDSCAPE AREAS AS NEEDED.
3. CONTRACTOR TO PROVIDE IRRIGATION FOR HYDROSEEDED AREAS VIA EITHER A TEMPORARY IRRIGATION SYSTEM OR HAND-WATERED.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TEMPORARY IRRIGATION SYSTEMS ONCE PLANTS ARE ESTABLISHED.

0 20 40 60 feet
SCALE: 1" = 20'

NORTH

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: C. OWEN	ISSUE DATE: - -
DRAWN BY: C. OWEN	JOB No.: 0625.25
CHECKED BY: J. GLANDER	DRAWING FILE No.: 0625.25_X-IR

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

STATE OF WASHINGTON JEFFREY B. GLANDER LICENSED LANDSCAPE ARCHITECT NO. 485 EXP. 02/04/23

SCJ ALLIANCE
CONSULTING SERVICES
8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
P: 360.352.1465 F: 360.352.1509
SCJALLIANCE.COM

CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

IRRIGATION PLAN

DRAWING No.: IR-02

SHEET No.: 203 OF 214

Jun 03, 2022 11:23:43am – User: sam.rowse@
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CAD\0625.25_X-IR.DWG

DESIGN-BUILD NOTES

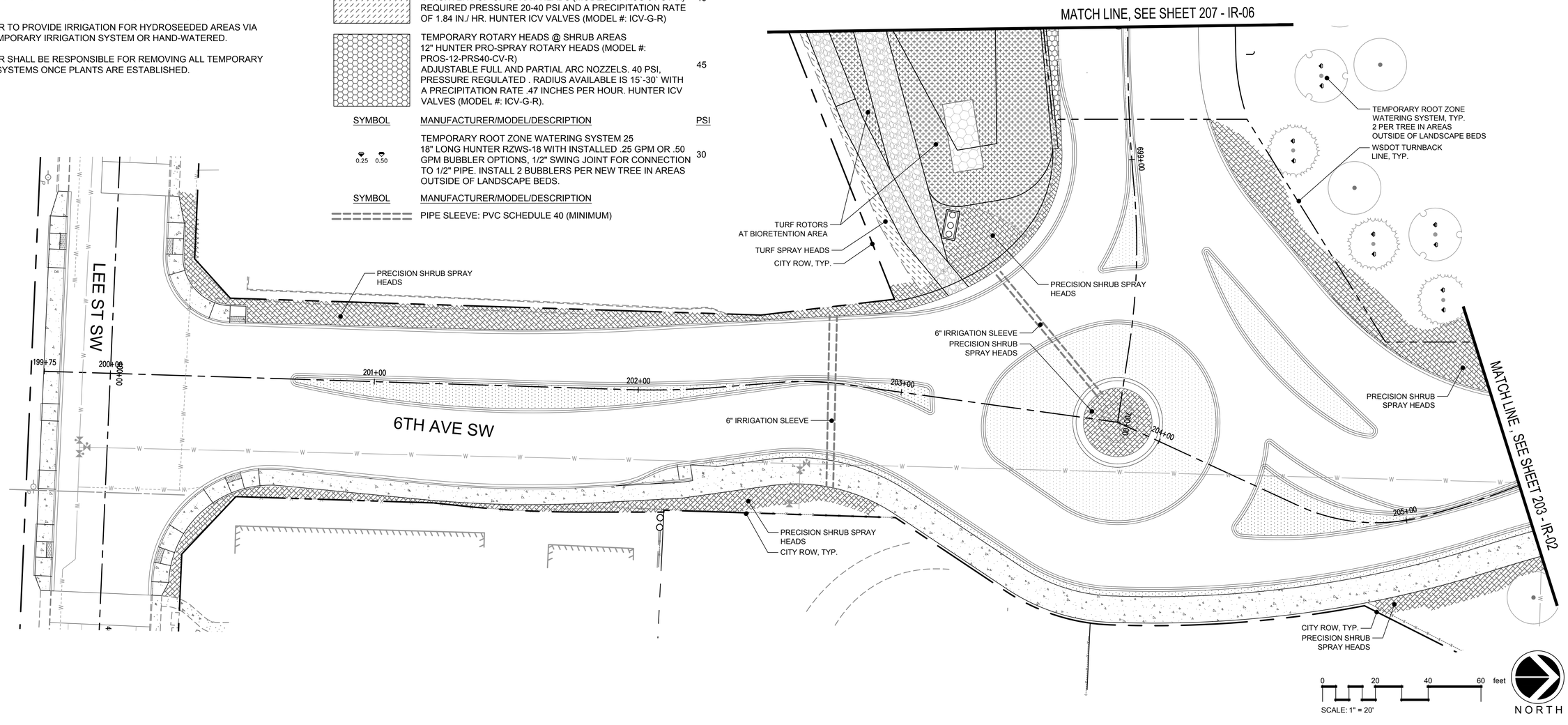
1. ALL AREAS TO BE IRRIGATED WITHIN THE PROJECT LIMITS SHALL BE INCORPORATED INTO A SINGLE DESIGNED IRRIGATION SYSTEM. HOWEVER, AREAS WITHIN CITY ROW (INCLUDING STORM POND) SHALL HAVE A PERMANENT IRRIGATION SYSTEM; AREAS WITHIN WSDOT ROW SHALL HAVE A TEMPORARY IRRIGATION SYSTEM. THE OVERALL SYSTEM SHALL BE DESIGNED IN SUCH A WAY SO THAT WSDOT AND CITY ROW SYSTEMS ARE SET UP WITHIN DIFFERENT IRRIGATION ZONES AND WSDOT IRRIGATION CAN BE TURNED OFF OR DISCONNECTED FROM THE SYSTEM AS A WHOLE IF NEEDED.
2. ALL AREAS OUTSIDE OF CITY OR WSDOT ROW (PRIVATE PROPERTY) SHALL HAVE THEIR EXISTING IRRIGATION SYSTEMS REPAIRED AND/OR MODIFIED TO COVER NEW LANDSCAPE AREAS AS NEEDED.
3. IRRIGATION FOR STORM POND SHALL BE LOCATED ON A SEPARATE ZONE.
4. CONTRACTOR TO PROVIDE IRRIGATION FOR HYDROSEEDED AREAS VIA EITHER A TEMPORARY IRRIGATION SYSTEM OR HAND-WATERED.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TEMPORARY IRRIGATION SYSTEMS ONCE PLANTS ARE ESTABLISHED.

IRRIGATION SCHEDULE IR-05

SYMBOL	DESCRIPTION	PSI
	PRECISION SPRAY HEADS @ SHRUB AREAS 12" HUNTER PRO-SPRAY HEADS (MODEL #: PROS-12-CV-F-R) 5`-15` RADIUS, TRIANGULAR SPACED, HEAD-TO-HEAD COVERAGE. HUNTER ICV VALVES (MODEL #: ICV-G-R).	30
	ROTORS @ BIORETENTION AREAS (25`-45`) 4" HUNTER I-20 HEADS (MODEL #: I-20-04-HF-R) TRIANGULAR SPACED, HEAD-TO-HEAD COVERAGE. THE PRECIPATION RATE INDICATED ACCOUNTS FOR FULL AND PART CIRCLE HEADS, AND IS (1.35) X (360 PRECIP RATE). HUNTER ICV VALVES (MODEL #: ICV-G-R).	45
	SPRAY HEADS @ TURF AREAS 4" HUNTER POP-UP SPRAY HEADS (MODEL #: PROS-04-CV-R) REQUIRED PRESSURE 20-40 PSI AND A PRECIPITATION RATE OF 1.84 IN./ HR. HUNTER ICV VALVES (MODEL #: ICV-G-R)	40
	TEMPORARY ROTARY HEADS @ SHRUB AREAS 12" HUNTER PRO-SPRAY ROTARY HEADS (MODEL #: PROS-12-PRS40-CV-R) ADJUSTABLE FULL AND PARTIAL ARC NOZZELS. 40 PSI, PRESSURE REGULATED . RADIUS AVAILABLE IS 15`-30` WITH A PRECIPITATION RATE .47 INCHES PER HOUR. HUNTER ICV VALVES (MODEL #: ICV-G-R).	45

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI
0.25 0.50	TEMPORARY ROOT ZONE WATERING SYSTEM 25 18" LONG HUNTER RZWS-18 WITH INSTALLED .25 GPM OR .50 GPM BUBBLER OPTIONS, 1/2" SWING JOINT FOR CONNECTION TO 1/2" PIPE. INSTALL 2 BUBBLERS PER NEW TREE IN AREAS OUTSIDE OF LANDSCAPE BEDS.	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	PIPE SLEEVE: PVC SCHEDULE 40 (MINIMUM)



REVISIONS	DATE	BY
FINAL		

DESIGNED BY: C. OWEN	ISSUE DATE: - -
DRAWN BY: C. OWEN	JOB No.: 0625.25
CHECKED BY: J. GLANDER	DRAWING FILE No.: 0625.25_X-IR

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

STATE OF WASHINGTON · JEFFREY B. GLANDER · NO. 405 EXP. 02/08/23 · LICENSED LANDSCAPE ARCHITECT

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CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

IRRIGATION PLAN

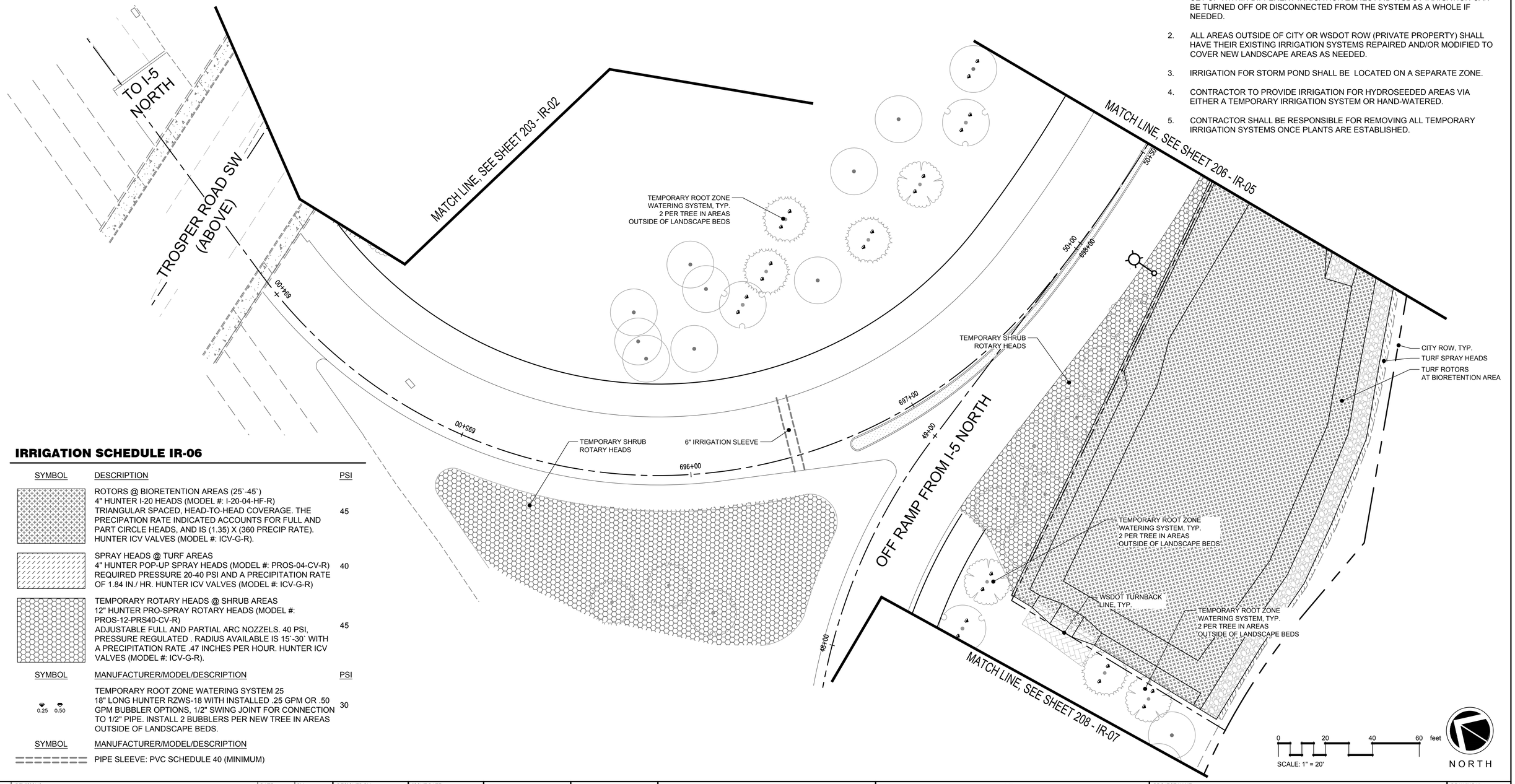
DRAWING No.: IR-05

SHEET No.: 206 OF 214

Jun 03, 2022 11:24:12am – User: sam.crowell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25_X-IR.DWG

DESIGN-BUILD NOTES

1. ALL AREAS TO BE IRRIGATED WITHIN THE PROJECT LIMITS SHALL BE INCORPORATED INTO A SINGLE DESIGNED IRRIGATION SYSTEM. HOWEVER, AREAS WITHIN CITY ROW (INCLUDING STORM POND) SHALL HAVE A PERMANENT IRRIGATION SYSTEM; AREAS WITHIN WSDOT ROW SHALL HAVE A TEMPORARY IRRIGATION SYSTEM. THE OVERALL SYSTEM SHALL BE DESIGNED IN SUCH A WAY SO THAT WSDOT AND CITY ROW SYSTEMS ARE SET UP WITHIN DIFFERENT IRRIGATION ZONES AND WSDOT IRRIGATION CAN BE TURNED OFF OR DISCONNECTED FROM THE SYSTEM AS A WHOLE IF NEEDED.
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3. IRRIGATION FOR STORM POND SHALL BE LOCATED ON A SEPARATE ZONE.
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5. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TEMPORARY IRRIGATION SYSTEMS ONCE PLANTS ARE ESTABLISHED.



IRRIGATION SCHEDULE IR-06

SYMBOL	DESCRIPTION	PSI
	ROTORS @ BIORETENTION AREAS (25`-45`) 4" HUNTER I-20 HEADS (MODEL #: I-20-04-HF-R) TRIANGULAR SPACED, HEAD-TO-HEAD COVERAGE. THE PRECIPATION RATE INDICATED ACCOUNTS FOR FULL AND PART CIRCLE HEADS, AND IS (1.35) X (360 PRECIP RATE). HUNTER ICV VALVES (MODEL #: ICV-G-R).	45
	SPRAY HEADS @ TURF AREAS 4" HUNTER POP-UP SPRAY HEADS (MODEL #: PROS-04-CV-R) REQUIRED PRESSURE 20-40 PSI AND A PRECIPITATION RATE OF 1.84 IN./ HR. HUNTER ICV VALVES (MODEL #: ICV-G-R)	40
	TEMPORARY ROTARY HEADS @ SHRUB AREAS 12" HUNTER PRO-SPRAY ROTARY HEADS (MODEL #: PROS-12-PRS40-CV-R) ADJUSTABLE FULL AND PARTIAL ARC NOZZELS. 40 PSI, PRESSURE REGULATED . RADIUS AVAILABLE IS 15`-30` WITH A PRECIPITATION RATE .47 INCHES PER HOUR. HUNTER ICV VALVES (MODEL #: ICV-G-R).	45

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI
0.25 0.50	TEMPORARY ROOT ZONE WATERING SYSTEM 25 18" LONG HUNTER RZWS-18 WITH INSTALLED .25 GPM OR .50 GPM BUBBLER OPTIONS, 1/2" SWING JOINT FOR CONNECTION TO 1/2" PIPE. INSTALL 2 BUBBLERS PER NEW TREE IN AREAS OUTSIDE OF LANDSCAPE BEDS.	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	PIPE SLEEVE: PVC SCHEDULE 40 (MINIMUM)

REVISIONS	DATE	BY
FINAL		

DESIGNED BY: C. OWEN
DRAWN BY: C. OWEN
CHECKED BY: J. GLANDER
ISSUE DATE: -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25_X-IR

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

STATE OF WASHINGTON JEFFREY B. GLANDER NO. 495 EXP. 02/08/23 LICENSED LANDSCAPE ARCHITECT

SCJ ALLIANCE
CONSULTING SERVICES
8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
P: 360.352.1465 F: 360.352.1509
SCJALLIANCE.COM

CITY OF TUMWATER

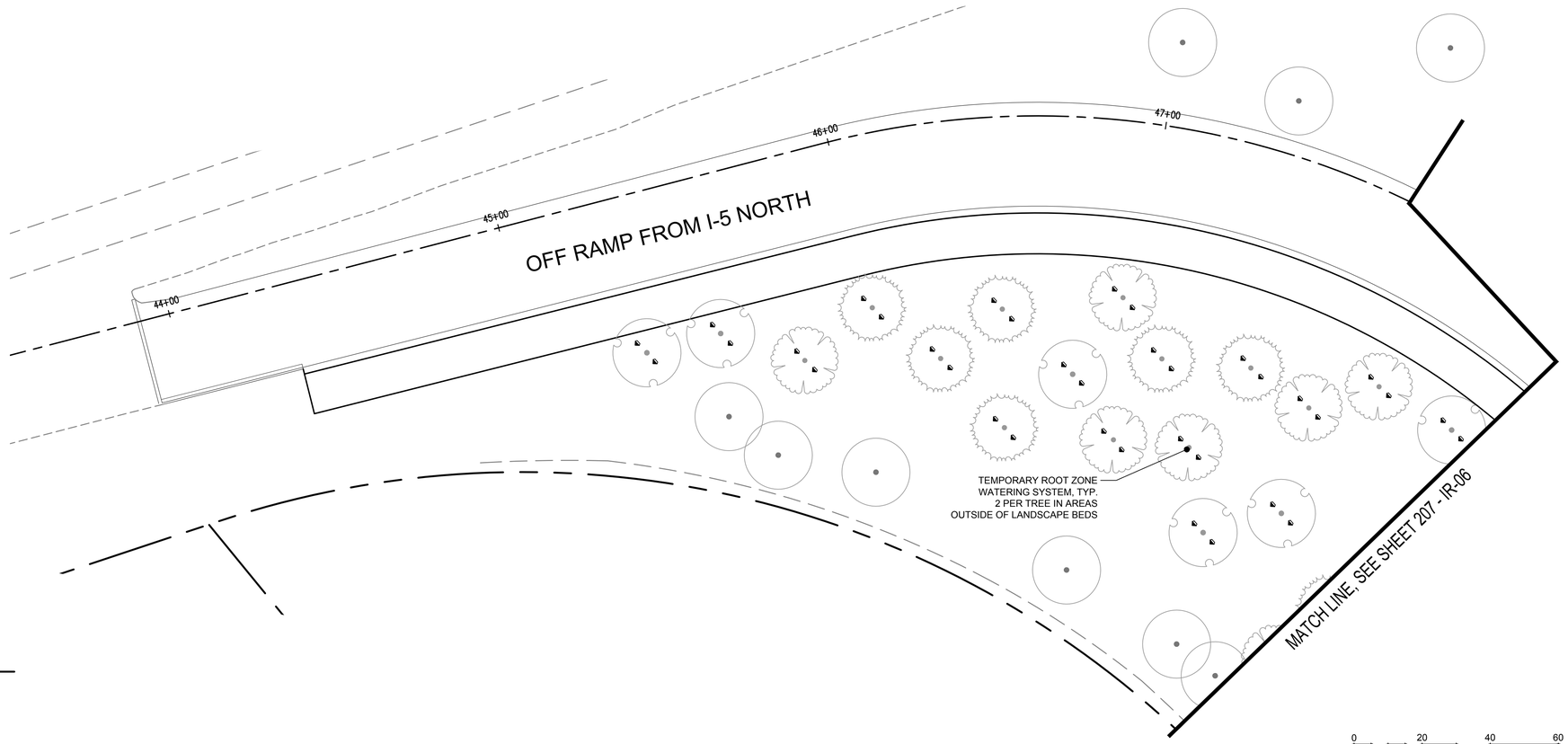
PROJECT NAME: I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

EXIT 102 IRRIGATION

DRAWING No.: IR-06

SHEET No.: 207 OF 214

Jun 03, 2022 - 11:24:21am - User: sam.crakewell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25_X-IR.DWG



DESIGN-BUILD NOTES

1. ALL AREAS TO BE IRRIGATED WITHIN THE PROJECT LIMITS SHALL BE INCORPORATED INTO A SINGLE DESIGNED IRRIGATION SYSTEM. HOWEVER, AREAS WITHIN CITY ROW (INCLUDING STORM POND) SHALL HAVE A PERMANENT IRRIGATION SYSTEM; AREAS WITHIN WSDOT ROW SHALL HAVE A TEMPORARY IRRIGATION SYSTEM. THE OVERALL SYSTEM SHALL BE DESIGNED IN SUCH A WAY SO THAT WSDOT AND CITY ROW SYSTEMS ARE SET UP WITHIN DIFFERENT IRRIGATION ZONES AND WSDOT IRRIGATION CAN BE TURNED OFF OR DISCONNECTED FROM THE SYSTEM AS A WHOLE IF NEEDED.
2. ALL AREAS OUTSIDE OF CITY OR WSDOT ROW (PRIVATE PROPERTY) SHALL HAVE THEIR EXISTING IRRIGATION SYSTEMS REPAIRED AND/OR MODIFIED TO COVER NEW LANDSCAPE AREAS AS NEEDED.
3. CONTRACTOR TO PROVIDE IRRIGATION FOR HYDROSEEDED AREAS VIA EITHER A TEMPORARY IRRIGATION SYSTEM OR HAND-WATERED.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TEMPORARY IRRIGATION SYSTEMS ONCE PLANTS ARE ESTABLISHED.

IRRIGATION SCHEDULE IR-07

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI
0.25 0.50	TEMPORARY ROOT ZONE WATERING SYSTEM 25 18" LONG HUNTER RZWS-18 WITH INSTALLED .25 GPM OR .50 GPM BUBBLER OPTIONS, 1/2" SWING JOINT FOR CONNECTION TO 1/2" PIPE. INSTALL 2 BUBBLERS PER NEW TREE IN AREAS OUTSIDE OF LANDSCAPE BEDS.	30

△	REVISIONS	DATE	BY
	FINAL		

DESIGNED BY: C. OWEN
DRAWN BY: C. OWEN
CHECKED BY: J. GLANDER
ISSUE DATE: - -
JOB No.: 0625.25
DRAWING FILE No.: 0625.25_X-IR

ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED

STATE OF WASHINGTON · JEFFREY B. GLANDER · No. 495 EXP. 02/08/23 · LICENSED LANDSCAPE ARCHITECT

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8730 TALLON LANE NE, SUITE 200, LACEY, WA 98516
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CITY OF TUMWATER

PROJECT NAME:
I-5/TROSPER/CAPITOL BLVD RECONFIGURATION PROJECT

IRRIGATION PLAN

DRAWING No.: IR-07
SHEET No.: 208 OF 214

Jun 03, 2022 - 11:24:31am - User: sam.crackwell
N:\PROJECTS\0625 CITY OF TUMWATER\0625.25 CAPITOL BLVD TROSPER INTERSECTION IMPROVEMENTS\CADD\0625.25_X-IR.DWG

TO: City Council

FROM: Brian Hurley, Fire Chief

DATE: August 1, 2022

SUBJECT: FEMA 4650-DR-WA Grant

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1) Recommended Action:

Approve and authorize the Mayor to sign the Department of Homeland Security and Federal Emergency Management Agency Public Assistance Grant Agreement for disaster declaration # FEMA-4650-DR-WA for severe winter storms and authorize the Fire Chief, or their designee, to sign documents related to and manage the implementation of the agreement.

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2) Background:

On March 29, 2022 a Presidential disaster declaration was declared for facility damage related to severe storms during the January 1-16, 2022 period. Damage may be related to straight-line winds, flooding, landslides and mudslides. The Public Assistance Grant program is made available to provide assistance to communities so they can quickly respond and recover from major disasters or emergencies. The City sustained damages to park trails and facilities related to flooding that is currently under evaluation by FEMA staff.

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3) Policy Support:

Support policy objectives outlined in Tumwater Parks, Recreation and Open Space Plans

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4) Alternatives:

☐ Not to approve the agreement.

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5) Fiscal Notes:

Funding amounts have not yet been determined. Parks staff is working with the FEMA and the WA State Military Department to complete project worksheets that will determine funding amounts.

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6) Attachments:

A. DHS/FEMA Grant Agreement

Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET

1. SUBRECIPIENT Name and Address: **City of Tumwater** **555 Israel Road SW** **Tumwater, WA 98501**	2. Grant Agreement Amount: **To be determined, based upon approved project worksheets**	3. Grant Number: **D22-292**
4. SUBRECIPIENT, phone/email: 360-252-5432,scarter@ci.tumwater.wa.us	5. Grant Agreement Start Date: **December 26, 2021**	6. Grant Agreement End Date: **March 29, 2026**
7. DEPARTMENT Program Manager, phone/email: **Gerard Urbas, (253) 512-7402** **Gary.urbas@mil.wa.gov**	8. Unique Entity Identifier (UEI) : LLLDHHS4E5G1	9. UBI # (state revenue): 344-000-001

10. Funding Authority:
Washington State Military Department (the "DEPARTMENT"), and **Federal Emergency Management Agency** (FEMA)

11. Funding Source Agreement #: **FEMA-4650-DR-WA**	12. Program Index # **724ZC (Federal) / 722ZE (State) / 724ZD (Admin)**	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: **97.036, Public Assistance**	14. Federal EIN #: 91-6001520

15. Total Federal Award Amount: N/A	16. Federal Award Date: N/A	
17. Service Districts: (BY LEGISLATIVE DISTRICT): 22**nd** (BY CONGRESSIONAL DISTRICT): 10**th**	18. Service Area by County(ies): **Thurston**	19. Women/Minority-Owned, State Certified?: **X** N/A ☐ NO ☐ YES, OMWBE #_____

20. Contract Classification: ☐ Personal Services ☐ Client Services **X** Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract **X** Grant **X** Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Contractor Selection Process: **X** "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	23. Contractor Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit **X** Public Organization/Jurisdiction **X** Non-Profit ☐ VENDOR **X** SUBRECIPIENT ☐ OTHER

24. BRIEF DESCRIPTION:
Presidential Disaster Declaration # FEMA-4650-DR-WA Severe Winter Storms, Snowstorms, Straight-line Winds, Flooding, Landslides, and Mudslides. To provide funds to the SUBRECIPIENT for emergency work and the repair or replacement of disaster-damaged facilities. as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4650-DR-WA Severe Winter Storms, Snowstorms, Straight-line Winds, Flooding, Landslides, and Mudslides, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.

IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated March 29, 2022 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable Federal and State Statutes and Regulations**
2. **DHS Standard Terms and Conditions**
3. **Presidential Declaration, FEMA State Agreement, and other Documents**
4. **Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)**
5. **Special Terms and Conditions**
6. **General Terms and Conditions, and,**
7. **Other provisions of the contract incorporated by reference.**

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

_____
Signature Date
Stacey McClain, Governor's Authorized Representative
Washington State Military Department

APPROVED AS TO FORM:
Dierk Meierbachtol (signature on file) 6/9/2022
Assistant Attorney General

FOR THE SUBRECIPIENT:

_____
Signature Date
print or type name:_____

APPROVED AS TO FORM:

_____
SUBRECIPIENT's Attorney Date

Attachment 1

Washington State Military Department
SPECIAL TERMS AND CONDITIONS

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Shelly Carter	Name	**Gerard Urbas**
Title	Assistant Finance Director	Title	**Deputy State Coordinating Officer Public Assistance**
E-Mail	scarter@ci.tumwater.wa.us	E-Mail	**gary.urbas@mil.wa.gov**
Phone	360-252-5432	Phone	**(253) 512-7402**

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the "FEMA State Agreement" published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated March 29, 2022 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 29, 2022.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4650-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning December 26, 2021 to January 15, 2022. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The subrecipient may keep interest amounts up to $100 per year for administrative expenses.

STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT:

1. **FUNDING**
   The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are

identified under the auspices of Presidential Disaster Declaration Number FEMA-4650-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **90** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **10** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4650--DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in Public Assistance Program and Policy Guide V.4 (PAPPG), and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."

b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to

address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated March 29, 2022 (**Attachment 4**) procedures as follows:

a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.

b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.

c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.

d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.

e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount obligated for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.

f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.

g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4650-DR-WA.

h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. N/A, Accounting Fund No. N/A.

i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

j. For travel costs, SUBRECIPIENTs shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive.

k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.

l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.

m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.

o. SUBRECIPIENTs shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44 CFR 206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:
   i. review of financial and performance reports;
   ii. monitoring and documenting the completion of Agreement deliverables;
   iii. documentation of phone calls, meetings, e-mails, and correspondence;
   iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
   v. observation and documentation of Agreement related activities;

vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.208. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:

i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
iv. Withhold further federal awards for the project or program.
v. Take any other remedies that may be legally available.

f. The DEPARTMENT agrees to:

i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
iii. Submit the SUBRECIPIENT's funding package to FEMA.
iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

i. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

A. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 29, 2022 (**Attachment 4)**.

Attachment 2

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**DEPARTMENT**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.

b. "**SUBRECIPIENT**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. "**Monitoring Activities**" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

c. "**Project**" means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.

d. "**Investment Justification**" means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA may process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.
Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local

government services, and telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPEINT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated March 29, 2022 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or

legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. Notice of Federal awarding agency requirements and regulations pertaining to reporting.
12. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
13. Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
14. Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.
15. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
16. Pursuant to Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects,” the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such

preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.

17. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
18. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law, or court order.

A.13 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70A.305.020.

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT. The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to “salting” by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT’s unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.

d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains

the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTs that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes and audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

Contracts.Office@mil.wa.gov
Subject: Subrecipient Name, Single Audit and Corrective Action Plan

OR

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENTs Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the

SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the

liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPATMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 <u>UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)</u>

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 <u>VENUE</u>

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

Attachment 3

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY **PROJECT WORKSHEET**	O.M.B. No. 1660-0017

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. **NOTE: Do not send your completed form to this address**.

DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
F ____ - R ____				

DAMAGED FACILITY	WORK COMPLETE AS OF: _____ : _____ %
SUBRECIPIENT	COUNTY
LOCATION	LATITUDE / LONGITUDE
DAMAGE DESCRIPTION AND DIMENSIONS	
SCOPE OF WORK	

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☐ No

Special Considerations issues included? ☐ Yes ☐ No Hazard Mitigation proposal included? ☐ Yes ☐ No

Is there insurance coverage on this facility? ☐ Yes ☐ No

PROJECT COST

I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	

PREPARED BY	TITLE	SIGNATURE
SUBRECIPIENT REP.	TITLE	SIGNATURE

FEMA Form 90-91, FEB 06 **REPLACES ALL PREVIOUS EDITIONS.**

TO: City Council

FROM: James Trujillo, Administrative Services Director & Lance Inman, Information Technology Manager

DATE: August 1, 2022

SUBJECT: Darktrace Cyber Security Products and Services Contract

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1) Recommended Action:

Accept the four year contract with Darktrace for Cyber Security enhancements.

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2) Background:

Deploying Cyber Security products that enable Artificial Intelligence has become increasingly important as the Cyber Security landscape for municipal organizations becomes ever more challenging. Darktrace provides services to several cities in Washington including Lacey, Vancouver, Mt. Vernon and dozens more. The service acts as a monitoring service looking for unusual cyber activity that could be a result of outside agents seeking to steal or corrupt City data. The service alerts staff to take action and eliminate potential threats.

The Washington state agreement with Darktrace can be found by clicking this link: Wa State Agreement and the National agreement can be found by clicking this link: Lead State Agreement.

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3) Policy Support:

The City's Information technology operating policy (Section 5) makes it clear that the IT department is required to monitor and administer the information technology environment of the City. The IT department is leading the way to protect the investment of tax payer dollars into the City's cyber infrastructure and protect vital City data sets.

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4) Alternatives:

- ❑ Reject the agreement

---

5) Fiscal Notes:

This is a software lease agreement for a term of four years at the cost of $50,849.48 per year.

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6) Attachments:

A. Darktrace CDWG Tumwater Quote and MCA

Darktrace Products and Services Overview

Powered by Self-Learning AI, Darktrace learns normal 'patterns of life' to protect against unknown and unpredictable cyber-threats. More than 5,000 organizations worldwide rely on Darktrace to illuminate and interrupt the full range of cyber-threats, from novel attacks to insider threats.

Self-Learning AI

Self-Learning AI represents a fundamental departure from traditional cyber security solutions that rely on historical attack data to predict the next threat. Instead, the technology understands your organization from the ground up, learning on the job what is 'normal' for everyone and everything in your business.

Darktrace brings its Self-Learning AI to your data, wherever it resides, including cloud, SaaS, and email platforms, as well as IoT, endpoints, and cyber-physical systems.

Like the human immune system, Darktrace's ability to distinguish between malicious and benign behavior – without prior knowledge – enables it to identify cyber-attacks that would otherwise go unnoticed and unchecked.

With Autonomous Response, Darktrace AI uses its bespoke knowledge of the organization to interrupt fast-moving attacks with surgical precision, while Cyber AI Analyst automates the threat investigation process and reports on the full scope of security incidents.

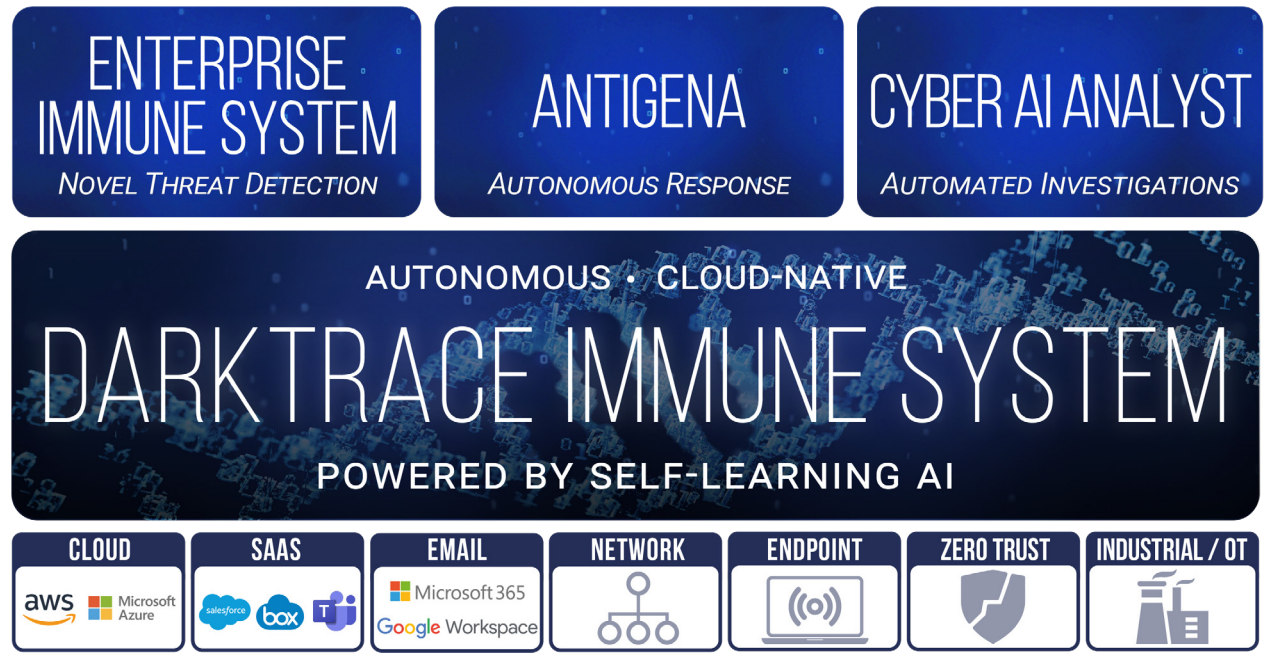


Figure 1: Darktrace's AI detects, investigates, and responds to threats across the entire digital estate

Darktrace Products

Enterprise Immune System: Self-Learning Threat Detection

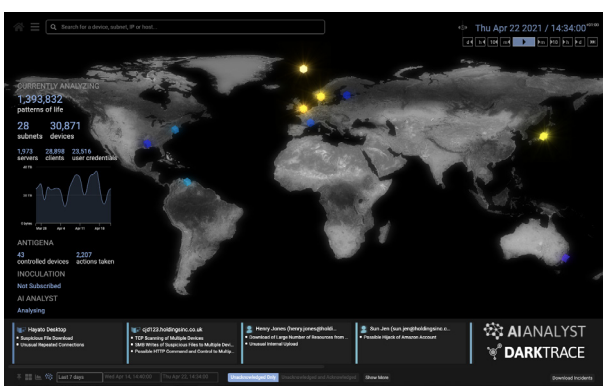
- Learns normal 'on the job' to detect unknown and unpredictable cyber-threats
- Protects the dynamic workforce against zero-days, ransomware, and insider threats
- Covers the full digital DNA of an organization across cloud, endpoint, IoT, and the network
- Interfaces with Cyber AI Analyst to trigger autonomous investigations and reporting

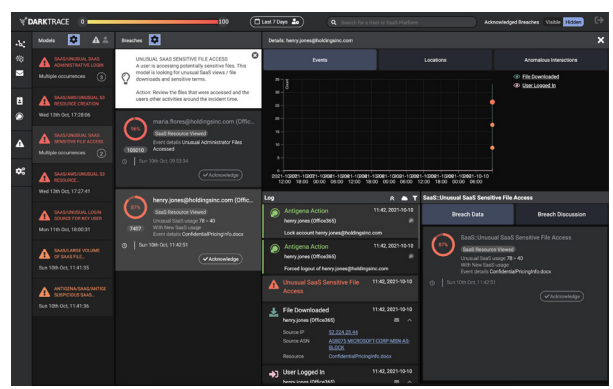
Darktrace Antigena Autonomous Response

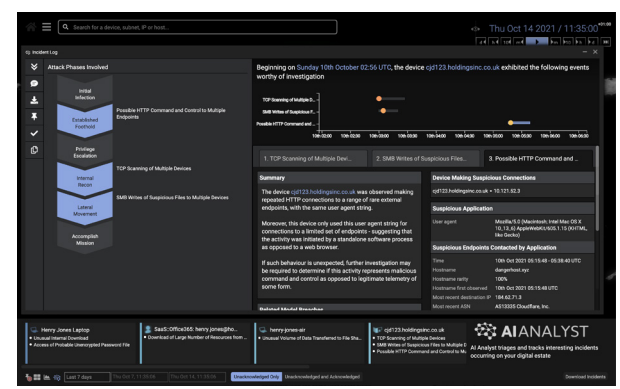
- Takes surgical action to interrupt unpredictable and fast-moving attacks in seconds
- Operates across the entire digital estate including email and cloud applications
- Sustains usual operations during incidents by enforcing 'normal'
- Responds via self-directed actions or third-party integrations with existing defenses

Cyber AI Analyst: AI Investigation

- Augments human teams by automatically investigating the full scope of security incidents
- Writes reports that immediately put teams in a position to take action
- Combines the intuition and flexibility of human expertise with the speed and scalability of AI
- Investigations can also be triggered on demand or via third-party alerts
- Delivers time savings of up to 92% in time to triage







Areas of Coverage

Cloud

- Data agnostic: thrives in the complexity of diverse cloud technologies
- Identifies critical cloud misconfigurations
- Detects identity-based attacks including compromised access keys
- Stops cloud attacks with an autonomous, machine-speed response

SaaS

- Neutralizes unpredictable attacks in cloud and collaboration tools
- Decisions based on Self-Learning AI that 'understands the human' behind dynamic cloud accounts
- Stops account takeovers
- Reacts faster than any human, before damage is done

Email

- Harnesses AI to 'understand the human' behind the email address
- Neutralizes malicious emails that other tools miss
- Stops spear phishing and impersonation attacks
- Surfaces AI Narratives that tell the story behind neutralized attack campaigns
- Cloud-delivered deployment installed in minutes

Endpoint

- Brings Self-Learning AI to the endpoint; protects remote workers on and off the VPN
- Enhances detection capabilities of Microsoft Defender
- Autonomous Response available through Darktrace agents
- Investigates endpoint activity in the context of the entire digital enterprise

Network

- Detects and responds to ransomware at every stage of the attack.
- Reveals malicious insiders and protects against data theft
- Protection from novel and sophisticated threats
- Takes action to contain attacks

OT

- Learns 'normal' for every device and controller; detects operational risks
- Surfaces IT and OT convergence
- Detects novel threats and vulnerabilities that could impact operations
- Visibility into every layer of the Purdue Model, including into and around the DMZ
- Passive or active asset identification

Darktrace Expert Services

A range of threat analysis and cyber intelligence services is available to customers, delivered by Darktrace Cyber Analysts or Darktrace Certified Partners. Darktrace Services are designed to cater to organizations of all sizes and across diverse industry sectors to give every company a custom fit.

Ask the Expert

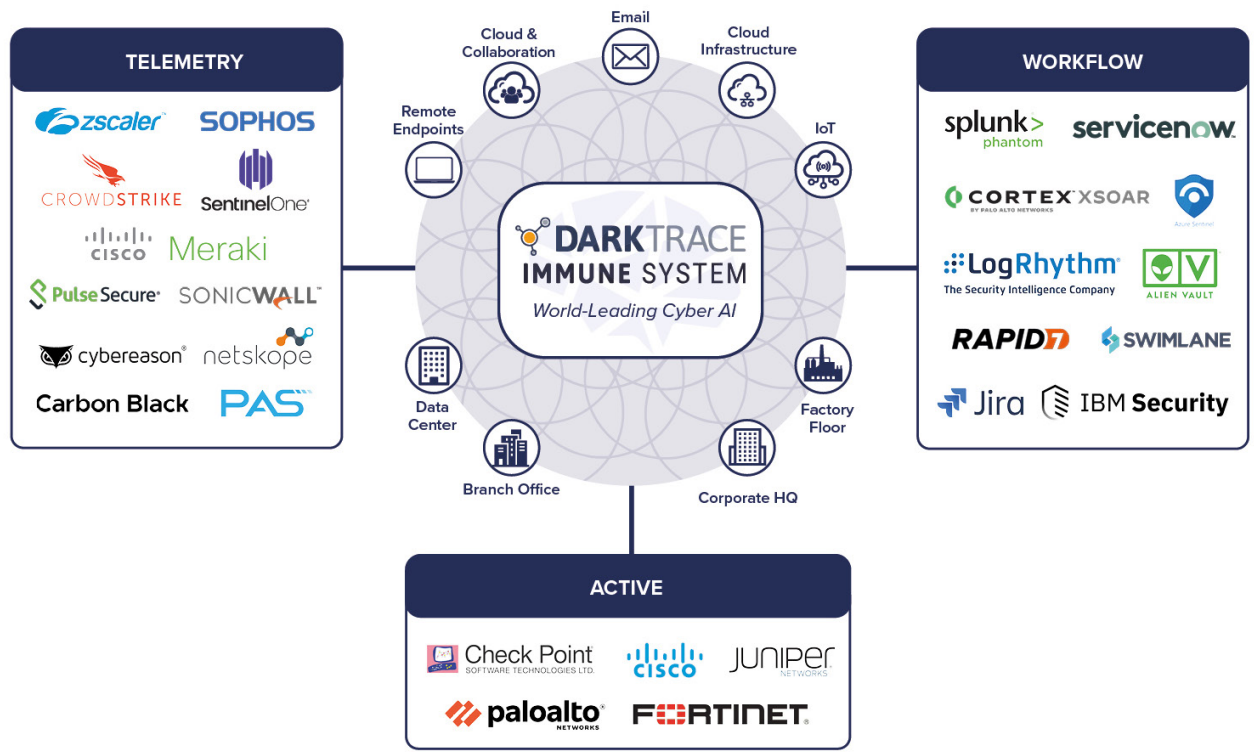
- Rapid feedback and expert remediation advice from Darktrace Cyber Analysts
- Easy-to-use chat functionality
- 24/7 assistance

24/7 Proactive Threat Notification

- Comprehensive and proactive threat notification service around the clock
- Customer contacted immediately in event of attack
- Over 1,000 customers, covering both small and large companies
- Delivered by Darktrace Security Operations Centers (SOCs) in Cambridge, England, San Francisco, and Singapore

Immune System Integrations

The Darktrace Immune System harnesses an open and extensible architecture to seamlessly plug into your diverse ecosystem as it evolves. With one-click integrations, the platform can instantly ingest new forms of telemetry, share bespoke AI insights across established workflows, and interoperate with a wide range of technologies to deliver Autonomous Response across email systems, inline defenses, and collaboration platforms.



QUOTE CONFIRMATION

LANCE INMAN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MWBV834	7/11/2022	DARKTRACE	4226320	$222,720.72

IMPORTANT - PLEASE READ

Special Instructions: TERM DATES: 2022-08-01 2026-07-31
"Medium Appliance DCIP-M 2 48
2022-08-01 2026-07-31
Antigena Email Hosted DCIP-AGE 250
48 2022-08-01 2026-07-31
Antigena Email Software DCIP-AGE 250
48 2022-08-01 2026-07-31
-- Subscription for up to two
hundred and fifty (250) Users
Antigena Network Software DCIP-ANTI
1 48 2022-08-01 2026-07-31
Commencing on 1 August 2022
("Commencement Date")
Installation Services
Standard Support Services
2
eLearning Training DCIP-TVELEARN
-
Public Online Training DCIP-TVPUB
-
Private Training (Remote) DCIP-TVREM
2"

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DARKTRACE ENT IMMUNE SYS TERM Mfg. Part#: DCIP-EIS Year 1 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSPO16-130652 06016)	1	4798122	$50,849.48	$50,849.48
DARKTRACE ENT IMMUNE SYS TERM Mfg. Part#: DCIP-EIS Year 2 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSPO16-130652 06016)	1	4798122	$50,849.48	$50,849.48
DARKTRACE ENT IMMUNE SYS TERM Mfg. Part#: DCIP-EIS Year 3 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSPO16-130652 06016)	1	4798122	$50,849.48	$50,849.48
DARKTRACE ENT IMMUNE SYS TERM Mfg. Part#: DCIP-EIS	1	4798122	$50,849.48	$50,849.48

QUOTE DETAILS (CONT.)
Year 4 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSPO16-130652 06016)

SUBTOTAL	$203,397.92
SHIPPING	$0.00
SALES TAX	$19,322.80
GRAND TOTAL	**$222,720.72**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF TUMWATER 555 ISRAEL RD SW TUMWATER, WA 98501-6568 **Phone:** (360) 754-5855 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** CITY OF TUMWATER 555 ISRAEL RD SW TUMWATER, WA 98501-6568 **Phone:** (360) 754-5855 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Mitchell Funk | (877) 800-3219 | mitcfun@cdw.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$203,397.92	**$5,398.18/Month**	**$203,397.92**	**$6,250.42/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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DARKTRACE MASTER CUSTOMER AGREEMENT

IMPORTANT - READ CAREFULLY:

Please read the following legally binding Darktrace Master Customer Agreement ("Agreement") between Darktrace Limited ("Darktrace") and the person or entity that has been granted rights under this Agreement ("Customer") carefully. THIS AGREEMENT WILL APPLY TO ANY QUOTE, PRODUCT ORDER FORM, ORDER ACKNOWLEDGEMENT, AND INVOICE, AND ANY SALE, LICENCE, OR DELIVERY OF ANY APPLIANCES OR SERVICES BY DARKTRACE. By selecting the 'accept' option, installing or otherwise accessing or using the Offering (as defined herein), Customer acknowledges that Customer has read, understands and agrees to be bound by the terms and conditions of this Agreement. Where a reseller, service provider, consultant, contractor or other permitted third party downloads, installs or otherwise uses the Appliance on Customer's behalf, such party will be deemed to be Customer's agent and Customer will be deemed to have accepted all of the terms and conditions of this Agreement as if Customer had directly downloaded, installed or used the Appliance.

If Customer does not agree with the terms and conditions of this Agreement, Customer is not authorised to install the Appliance or otherwise use the Offering for any purpose whatsoever. If Customer returns the unused Appliance and all accompanying items in their original condition and packaging within twenty-one (21) calendar days of delivery by Darktrace, together with proof of purchase, Customer may receive a full refund of any Fees paid.

Darktrace and Customer may be collectively referred to as the "Parties" or individually as a "Party".

RECITALS

Whereas, Darktrace is the supplier of the Offering that is more fully described in the applicable quotation, ordering document, or commercial terms schedule provided by Darktrace or its authorised reseller, as applicable, and accepted by Darktrace, which identifies the Appliances and any Services ordered by Customer from Darktrace or its authorised reseller, as applicable, the term, the respective quantities, the applicable fees, together with any other specifications or requirements and any other restrictions (if any) ("Product Order Form").

Whereas, Customer is interested in using the Offering for its internal use and Darktrace has agreed to Customer's use of the Offering on the terms of this Agreement.

Now therefore, in consideration of the mutual covenants and the payment of Fees described herein, the Parties agree as follows:

1. DEFINITIONS

Certain capitalised terms used but not defined herein are as set forth in Appendix 1 to this Agreement.

2. EVALUATIONS AND BETA TESTING

The following terms in this Clause 2 apply to a Darktrace proof of value or technical preview of the Offering.

2.1. If Darktrace permits Customer to conduct a proof of value of any commercially-available Offering (the "Evaluation"), Customer shall be granted a non-exclusive, non-transferable, non-sublicensable licence to use the Offering free of charge for evaluation purposes only for a maximum of four (4) weeks, or such other duration as specified by Darktrace in writing at its sole discretion (the "Evaluation Period"). Except for the foregoing, Darktrace does not grant Customer any rights, implied or otherwise in or to the Offering in respect of an Evaluation. Customer must keep the Appliance free from liens, will be responsible for any damage to such Appliance during the Evaluation Period (reasonable wear and tear excepted) and will carry insurance coverage (all risks) in an amount equal to the full replacement value of the Appliance. On the expiry of the Evaluation Period, and unless the Parties agree to a subsequent purchase of the Offering, Customer shall return the Appliance to Darktrace securely and properly packaged, with carriage (and insurance at Customer's option) and this Agreement will terminate.

2.2. If Darktrace provides Customer with a new product or new version of the Offering for technical preview or beta testing purposes (a "Preview Product"), Customer may use the Preview Product for evaluation purposes, in a non-production test environment only, for the period specified by Darktrace (the "Test Period"). Customer will test the Preview Product in accordance with any conditions specified in the readme file for the software or any accompanying Documentation and will gather and report test data, feedback, comments and suggestions to Darktrace. Customer's right to use the Preview Product will terminate upon expiry of the Test

Period. Darktrace does not warrant that it will release a commercial version of the Preview Product, or that a commercial version will contain the same or similar features as the Preview Product.

2.3. Clause 9 and Clause 12 will not apply to Evaluations or Preview Products. APPLIANCES PROVIDED FOR THE PURPOSES OF EVALUATION ("EVALUATION PRODUCTS") AND PREVIEW PRODUCTS ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (i) DARKTRACE MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR UNDERTAKINGS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RELATION TO SUCH EVALUATION PRODUCTS OR PREVIEW PRODUCTS; AND (ii) IN NO EVENT SHALL DARKTRACE BE LIABLE TO CUSTOMER OR TO THOSE CLAIMING THROUGH CUSTOMER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND, OR ANY LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OF OR CORRUPTION OF INFORMATION OR DATA HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), EVEN IF DARKTRACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.4. IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN CLAUSE 2.3 ABOVE IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND DARKTRACE BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED TEN THOUSAND U.S. Dollars ($10,000).

3. OFFERING; ORDER PROCESS

3.1. Darktrace agrees to provide to Customer: (i) the number and type of Appliances; (ii) the Support Services; and (iii) the training to be provided to Customer, if any, each as set out in the Product Order Form. The Product Order Form must be in writing and reference this Agreement to be valid. The Product Order Form will be governed by this Agreement and any different or additional terms presented with or in any communication, including but not limited to, Customer's purchase order, are deemed null and void and of no effect unless the additional terms are agreed upon by the Parties in writing prior to acceptance of that Product Order Form.

4. HARDWARE

4.1. Hardware Products. Unless otherwise agreed in the Product Order Form, use of the Hardware is included in the Fees. The Hardware is provided solely as the medium for delivery and operation of the Software, and must not be used for any other purpose. Customer will be granted a licence to the Software on the terms of Clause 5 below.

4.2. Delivery. Darktrace will use commercially reasonable efforts to ship the Appliance(s) on the agreed delivery dates (in partial or full shipments); provided, however, that Darktrace will in no event be liable for any delay in delivery or for failure to give notice of delay. Darktrace may withhold or delay shipment of any order if Customer is late in payment or is otherwise in default under this Agreement. Darktrace will deliver the Appliance FCA (Incoterms 2010) to the agreed Sites. In the absence of specific shipping instructions from Customer, Darktrace will ship by the method of its choice. Unless otherwise agreed, Customer will pay and be exclusively liable for all costs associated with shipping and delivery including without limitation, freight, shipping, customs charges and expenses, cost of special packaging or handling and insurance premiums incurred by Darktrace in connection with the shipment of the Appliance(s) to Customer. Darktrace will identify itself in all documents related to the shipment of the Appliance(s) as the exporter of record from the applicable jurisdiction of export, and Customer (or its agent, as applicable) as the importer of record into the country of delivery.

4.3. Title to Hardware. Title to the Hardware will remain with Darktrace for the entire Term. Upon termination for any reason, or on expiration of the Term, Customer shall return the Hardware to Darktrace, securely and properly packaged, with carriage (and insurance at Customer's option) prepaid. Whilst the Hardware is in Customer's possession, Customer must (a) clearly designate the Hardware as Darktrace's property; (b) hold the Hardware on a fiduciary basis as Darktrace's bailee; (c) store and use the Hardware in a proper manner in conditions which adequately protect and preserve the Hardware; (d) insure the Hardware against all risks to its full replacement value; and (e) not sell, charge, pledge, mortgage or otherwise dispose of the Hardware or any part of it or permit any lien to arise over the Hardware (or part thereof) and keep the Hardware free from distress, execution and other legal process.

5. LICENCE GRANT FOR THE SOFTWARE AND RESTRICTIONS

5.1. Licence Grant for Software. In consideration of the Fees paid by Customer to Darktrace, and subject to the terms and conditions of this Agreement and the Product Order Form, Darktrace grants to Customer a non-exclusive, non-transferable, non-sublicensable licence for the Term to: (i) install and use the Appliance on the Site(s) or an Outsource Provider's site(s) for Customer's or its Affiliate's internal business purposes (provided that neither Customer nor its Affiliates may use the Appliance or the Services as a commercial product or for the benefit of an unaffiliated third party); (ii) make a commercially reasonable number of copies of the Documentation; provided however, that Customer must reproduce and include all of Darktrace's and its suppliers' copyright notices and proprietary legends on each such copy;.

5.2. Licence Restrictions. All Software is licensed, not sold. The restrictions in this Agreement represent conditions of Customer's licence. Unless otherwise specified in the Product Order Form or the Documentation, the Software is pre-installed on the Hardware and Customer agrees to use the Software solely in conjunction with such Hardware and not separately or apart from the Hardware. Customer specifically agrees not to: (i) sub-licence, rent, sell, lease, distribute or otherwise transfer the Software or any part thereof or use the Offering, or allow the Offering to be used, for timesharing or service bureau purposes or otherwise use or allow others to use for the benefit of any third party (other than Customer's Affiliates); (ii) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying ideas or algorithms of the Software or Third Party Software (other than the GPL Software) or any portion thereof, except as required to be permitted by applicable law; (iii) modify, port, translate, localise or create derivative works of the Software, the Third Party Software, the Documentation; (iv) use the Offering: (a) in violation of any law, statute, ordinance or regulation applicable to Customer (including but not limited to the laws and regulations governing publicity or privacy, export/import control, federal, state and local laws and regulations governing the use of network scanners and related software in all jurisdictions in which systems are scanned or scanning is controlled, or anti-discrimination, in each case that are applicable to Customer); or (b) negligently, intentionally or wilfully propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (v) remove or modify any acknowledgements, credits or legal notices contained on the Appliance or any part thereof; (vi) install or run on the Hardware on any software applications other than the Software and Third Party Software installed by Darktrace on such Hardware; (vii) collect any information from or through the Offering using any automated means (other than Darktrace approved APIs), including without limitation any script, spider, "screen scraping," or "database scraping" application or gain or attempt to gain non-permitted access by any means to any Darktrace computer system, network, or database; and (viii) file copyright or patent applications that include the Offering or any portion thereof.

5.3. Affiliate Use. Darktrace acknowledges and agrees that the Offering may be used for the benefit of Customer Affiliates incorporated on or before the Effective Date of the Product Order Form. Such Customer Affiliates will be entitled to utilise the Offering in the same way as Customer under the terms of this Agreement. To the extent that any such Customer Affiliate utilises the Offering in accordance with this Clause 5.3 Customer (acting as agent and trustee of the relevant Customer Affiliate) will be entitled to enforce any term of this Agreement and recover all losses suffered by such Customer Affiliate pursuant to this Agreement as though Customer had suffered such loss itself, provided that in no event may Customer make multiple recoveries in respect of the same loss.

5.4. Outsource Provider. In the event that Customer contracts with any third party service provider(s) such as an outsourcer, hosting, managed service, or collocation service provider or other information technology service provider for the performance of information technology functions (each, an "Outsource Provider"), Customer may permit such Outsource Provider to exercise all or any portion of the rights granted in Clause 5.1 above solely on Customer's or its Affiliates' behalf, provided that, (i) the Outsource Provider will only use or operate the Offering for Customer's use subject to terms and conditions that are consistent with the rights and limitations set out in this Agreement; and (ii) Customer will remain liable for the acts and omissions of the Outsource Provider under this Agreement.

5.5. Third Party Software/ Open Source Software. Customer acknowledges that the Software may contain or be accompanied by certain third-party hardware and software products or components ("Third Party Products") including Open Source Software. Any Open Source Software provided to Customer as part of the Offering is copyrighted and is licensed to Customer under the GPL/LGPL and other Open Source Software licences. Copies of, or references to, those licences may be set out in a Product Order Form, the Third Party Product packaging or in a text file, installation file or folder accompanying the Software. If delivery of Open

Source Software source code is required by the applicable licence, Customer may obtain the complete corresponding Open Source Software source code for a period of three years after Darktrace's last shipment of the Software by sending a request to: Attn: Legal Department - Open Source Software Request, Darktrace Limited, Maurice Wilkes Building, Cowley Road, Cambridge CB4 0DS, United Kingdom.

6. SERVICES

6.1. Installation. Darktrace will conduct its standard installation and test procedures to confirm completion of the installation of the Appliance on Customer's or its Outsource Provider's site ("Installation Services").

6.2. Support Services. Darktrace will provide the Standard Support Services for the Term and any Support Service Options specified in the Product Order Form (collectively, the "Support Services"). Darktrace's Support Services are further described in the Support Services Data Sheet, which details Darktrace's Standard Support Services and Support Service Options, and their respective eligibility requirements, service limitations and Customer responsibilities.

6.3. Call Home. Darktrace's Call Home feature is critical for certain Support Services. Darktrace will limit its access solely to the extent relevant to Darktrace's provision of the Support Services, and such remote access will be subject to Customer's reasonable policies and procedures provided to Darktrace in writing in advance. The Call Home connection remains within Customer's complete control and is initiated by the onsite Appliance. It can be initiated and terminated at any time by Customer.

6.4. DISCLAIMER. UNLESS EXPRESSLY AGREED, THE SERVICES DO NOT INCLUDE THE MONITORING, INTERPRETATION OR CORRECTIVE ACTION WITH RESPECT TO ANY ALERTS GENERATED BY THE OFFERING. NO ADVICE, REPORT, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM DARKTRACE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER UNDERSTANDS THAT: (A) ANY OUTCOME OF THE SERVICES INVOLVING SECURITY ASSESSMENT IS LIMITED TO A POINT-IN-TIME EXAMINATION OF CUSTOMER'S SECURITY STATUS; AND (B) THE SERVICES DO NOT CONSTITUTE ANY FORM OF REPRESENTATION, WARRANTY OR GUARANTEE THAT CUSTOMER'S SYSTEMS ARE SECURE FROM EVERY FORM OF ATTACK, EVEN IF FULLY IMPLEMENTED. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NOT ALL ANOMALIES / INTRUSIONS MAY BE REPORTED OR PREVENTED.

7. FEES, PAYMENT AND TAXES

7.1. Fees. Fees are stated in the Product Order Form. No refunds will be made except as provided in Clause 9 and Clause 10.3 of this Agreement. Unless otherwise explicitly agreed in writing, fees are: (i) exclusive of sales and use taxes assessed by any taxing authority in the jurisdiction(s) in which Customer is physically located and takes delivery of the Appliance or Services; and (ii) exclusive of duties and shipping and handling fees, which unless otherwise agreed will be the responsibility of Customer. Should Customer be required under any law or regulation of any governmental entity or authority outside of the United Kingdom to withhold or deduct any portion of the payments due to Darktrace, then Customer will increase the sum payable to Darktrace by the amount necessary to yield to Darktrace an amount equal to the sum Darktrace would have received had no withholdings or deductions been made..

7.2. Invoices and Payment. Unless otherwise stated in the Product Order Form, Customer will be invoiced the Fees from the commencement date specified in the Product Order Form (the "Commencement Date"). Any other charges, such as out of pocket expenses will be invoiced monthly in arrears. Invoicing will occur via email. Unless otherwise agreed in the Product Order Form, Customer agrees to pay all undisputed amounts within thirty (30) days of Customer's receipt of the applicable invoice by direct bank or wire transfer in accordance with the instructions on the invoice, and any bank charges assessed on Customer by Customer's bank. UNLESS PAYMENTS ARE MADE BY BANK OR WIRE TRANSFER, THEY MUST BE MADE ANNUALLY IN ADVANCE. Darktrace may suspend or cancel performance of open orders or Services if Customer fails to make payments when due, reserving all other rights and remedies as may be provided by law. Darktrace may impose late charges on overdue payments at a rate equal to two percent (2%) per annum above the official dealing rate of the Bank of England, calculated from the date payment was due until the date payment is made, and all reasonable expenses incurred in collection, including legal fees.

7.3. Lapsed Fees. If Customer has lapsed in the payment of Fees due hereunder, Darktrace may suspend the provision of Services and prior to recommencement of the Services by Darktrace, Customer will be responsible for paying all fees associated with the Offering from the date such Services were stopped through to the then-current date.

7.4. Clause 7 shall not apply where Customer has purchased the Offering through a Darktrace authorised reseller.

8. INTELLECTUAL PROPERTY; OWNERSHIP

8.1. Intellectual Property. Except as expressly set forth herein: (i) this Agreement does not grant either Party any rights, implied or otherwise, to the other's Intellectual Property; and (ii) Darktrace, its suppliers and licensors, retain all right, title and interest in and to the Offering , and the Documentation and all copies thereof, including all enhancements, error correction, new releases, updates, derivations, and modifications thereto (collectively, "Darktrace Intellectual Property"). Customer agrees to inform Darktrace promptly of any infringement or other improper action with respect to Darktrace Intellectual Property that comes to Customer's attention.

9. WARRANTIES

9.1. Hardware Warranty. Darktrace warrants to Customer that during the Term, the Hardware will perform materially in accordance with the applicable Datasheet.

9.2. Software Warranty. Darktrace warrants to Customer that during a period of one hundred eighty (180) days from the date of delivery of the Appliance, the Software will perform materially in accordance with the applicable Datasheet.

9.3 Services Warranty. Darktrace warrants to Customer that for the duration of the Term, all Services will be performed with all reasonable care, skill and diligence in accordance with generally recognised commercial practices and standards.

9.4 Exceptions. The warranties contained in Clause 9.1 and Clause 9.2 above will not apply if: (i) Customer's use of the Offering is not in accordance with this Agreement; (ii) Customer fails to follow Darktrace's environmental, installation, operation or maintenance instructions or procedures in the Documentation; (iii) the Appliance has been subject to Customer's (or its agent's) abuse, negligence, improper storage, servicing or operation (including without limitation use with incompatible equipment), reasonable wear and tear excepted; (iv) the Appliance has been modified, repaired or improperly installed other than by Darktrace or any contractor or subcontractor of Darktrace; (v) Customer (or its agent) has failed to implement, or to allow Darktrace or its agents to implement, any corrections or modifications to the Appliance made available to Customer by Darktrace; or (vi) Customer (or its agent) has combined the Appliance with other software, services, or products that are not provided by Darktrace or not otherwise specified in the Documentation, and, but for such combination, the breach of warranty would have been avoided.

9.5 Remedies. If during the applicable warranty period contained in Clause 9.1 or Clause 9.2 above: (i) Darktrace is notified promptly in writing upon discovery of an error in any of the Appliance (Hardware or Software), including a detailed description of such alleged error; and (ii) Darktrace's inspections and tests determine that the Appliance contains an error and it is not subject to any of the exceptions set out in Clause 9.4, then, as Darktrace's entire liability and Customer's sole remedy for such breach of warranty, Darktrace will (at Darktrace's option and sole expense) correct, repair or replace the Appliance within a reasonable time or provide or authorise a refund of the unused portion of the Fees Customer has paid for the Offering following the return of the Appliance to Darktrace and the Agreement will terminate. "Unused portion" of the Fees in this Section 9.5 is defined as that portion of the Fees paid in advance by the Customer for the Offering from the time the error occurred to the time the fee is refunded by Darktrace. Any items provided as replacement under the terms of the applicable warranty will be warranted for the remainder of such original warranty period. Darktrace will pay for, and will bear all risk of loss of or damage to, the return shipment of the Appliance to Darktrace and the shipment of repaired or replaced the Appliance to Customer. Customer agrees to provide prompt notice of any failure under Clause 9.3 and Darktrace will re-perform any Service that fails to meet the warranted standard.

9.6 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER DARKTRACE NOR ANY OF ITS THIRD PARTY LICENSORS OR SUPPLIERS MAKE ANY WARRANTIES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RELATION TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.. DARKTRACE DOES NOT WARRANT THAT THE OPERATION OF

THE OFFERING WILL BE ERROR-FREE OR UNINTERRUPTED.

10. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT INDEMNITY

10.1. Darktrace Indemnity. Darktrace will indemnify, defend and hold harmless Customer, Customer's Affiliates, and their respective officers, directors, and employees (and any successors and assigns of the foregoing) (collectively, the "Customer Indemnitees") against all liabilities, damages, and costs (including payment of all judgments and settlement costs and reasonable attorneys' fees and costs) arising out of a third party claim that the Software provided or made available by Darktrace under this Agreement , or its receipt, possession or use by any Customer Indemnitee, infringes a European or U.S. patent, any copyright, or misappropriates any third party trade secrets. The indemnification obligations of Darktrace will be subject to Customer: (i) notifying Darktrace in writing within twenty (20) days of receiving notice of any threat or claim of such action; (ii) giving Darktrace exclusive control and authority over the defence or settlement of such action (provided that: (A) any settlement will not entail an admission of fault or guilt by any Customer Indemnitee; and (B) the settlement includes, as an unconditional term, the claimant's or the plaintiff's release of Customer Indemnitees from all liability in respect of the claim); (iii) not entering into any settlement or compromise of any such action without Darktrace's prior written consent; and (iv) providing reasonable assistance requested by Darktrace at Darktrace's expense.

10.2. Exclusions. The obligations set out in Clause 10.1 do not apply to the extent that a third party claim is caused by, or results from: (a) Customer's combination or use of the Software that is the subject of the claim with other software, services, or products that are not provided or authorised by Darktrace in writing, if the claim would have been avoided by the non-combined or independent use of the Software that is the subject of the claim; (b) modification of the Software that is the subject of the claim by anyone other than Darktrace or any contractor or subcontractor of Darktrace, if the third party claim would have been avoided by use of the unmodified Offering or other intellectual property that is the subject of the claim; (c) Customer's continued allegedly infringing activity after being notified thereof and being provided with modifications that would have avoided the alleged infringement (which in implementing such modifications, Darktrace will use commercially reasonable efforts to have substantially preserve the utility and functionality of the Offering or other intellectual property that is the subject of the claim); (d) Customer's use of the Software that is the subject of the claim in a manner not in accordance with this Agreement or the Documentation; (e) use of other than Darktrace's most current release of the Software that is the subject of the claim if the third party claim would have been avoided by use of the most current release or revision release or revision.

10.3. Remedies. If Darktrace reasonably believes the Software infringes a third party's Intellectual Property Rights, then Darktrace will, at its option and at no additional cost to Customer: (a) procure for Customer the right to continue to use the Software; (b) replace the Software with a functional equivalent; or (c) modify the Software to avoid the alleged infringement. If none of the options in the previous sentence are commercially reasonable, Darktrace may terminate the licence for the allegedly infringing Software and refund a pro rata refund of the Fees paid by Customer from the date a third party claim arose for the allegedly infringing Software to the then-current date, whereupon this Agreement will automatically terminate.

10.4. THIS CLAUSE 10 IS A COMPLETE STATEMENT OF THE CUSTOMER'S REMEDIES FOR THIRD PARTY CLAIMS FOR INFRINGEMENT AS DESCRIBED IN CLAUSE 10.1.

11. CUSTOMER DATA; CUSTOMER UNDERTAKINGS AND INDEMNITY

11.1. Customer Data; Licence Grant. Customer will own all right, title and interest in and to the Customer Data and to the extent such Customer Data is included in a Report, the actual content of such Report. For any Customer Data stored on the Appliance, to the extent required to provide the Services, Customer grants to Darktrace a limited, and non-exclusive licence to access and use the Customer Data only to the extent necessary for Darktrace to perform the Services. Customer agrees Darktrace may utilise the details of any Alerts occurring in Customer's network and any connected data source to develop the Offering on an anonymised basis and excluding any Customer Confidential Information and Personal Data.

11.2. Customer Security Obligations. In using the Offering or authorising its Outsource Provider and third parties to use it on Customer's behalf, Customer (and not Darktrace) will be responsible for establishing, monitoring, and implementing security practices to control the physical access to and use of the Offering and all Customer Data therein, including Personal Data.

11.3. DATA DISCLAIMER; INDEMNITY. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS USE OF THE OFFERING, THE ACTIVITIES OF ITS USERS AND FOR THE ACCURACY, INTEGRITY, LEGALITY, RELIABILITY AND APPROPRIATENESS OF ALL CUSTOMER DATA.

CUSTOMER EXPRESSLY RECOGNISES THAT DARKTRACE DOES NOT CREATE OR ENDORSE ANY CUSTOMER DATA PROCESSED BY OR USED IN CONJUNCTION WITH THE OFFERING. CUSTOMER FURTHER ACKNOWLEDGES THAT DARKTRACE AND ITS AFFILIATES DO NOT PROVIDE BACKUP SERVICES FOR CUSTOMER DATA AND CUSTOMER UNDERTAKES THAT IT SHALL BE SOLELY RESPONSIBLE FOR BACKUP OF ALL CUSTOMER DATA.

12. LIMITATION OF LIABILITY

12.1. LIMITATION OF LIABILITY. SUBJECT TO THE REMAINDER OF THIS CLAUSE 12, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS, LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, TWO MILLION U.S. DOLLARS ($2,000,000 USD).

12.2. EXCLUSION OF CONSEQUENTIAL DAMAGES. SUBJECT TO CLAUSE 12.3 BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDRECT OR CONSEQUENTIAL LOSS; OR ANY LOSS OF PROFITS; LOSS OF REVENUE OR BUSINESS; LOSS OF GOODWILL OR REPUTATION; LOSS OF OR CORRUPTION OR DAMAGE TO DATA; LOSS OF MANAGEMENT TIME, HOWSOEVER ARISING AND WHETHER OR NOT SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, CORRUPTION OR DAMAGE.

12.3. Exclusions from Limitation of Liability. Nothing in this Agreement will exclude or limit either Party's liability for: (i) for death or personal injury due to negligence; (ii) fraud; (iii) breach of Clause 14 ("Confidentiality"); (iv) breach of Clause 5 ("Licence Grant for the Software and Restrictions"), or (v) for any other matter in respect of which liability cannot lawfully be limited or excluded.

13. TERM; TERMINATION

13.1. Term. This Agreement is effective from the Effective Date and will remain in force until: (i) expiry of the Evaluation Period in accordance with Clause 2.1 above; or (ii) the end of the term specified in a Product Order Form (as applicable the "Term"). In the event of extension or renewal of the Product Order Form, such extension or renewal shall be considered a new and separate Term.

13.2. Expiration of the Term. Notwithstanding any provision of this Clause 13, Customer's right to use, and Customer's access to, the Appliance will automatically terminate on expiry of the Term unless and until Customer renews or extends the Term for the Appliance.

13.3. Termination for Breach. Either Party may terminate this Agreement if: (i) the other Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings, which proceedings are not dismissed within thirty (30) days.

13.4. Termination for Critical Service Failure. Customer may terminate a Product Order Form in the event of a Critical Service Failure, which Critical Service Failure is not rectified, repaired or replaced, as applicable, within thirty (30) business days of written notice provided by the Customer through the Darktrace Support Services helpdesk. A "Critical Service Failure" shall mean the Darktrace Offering has suffered a verifiable and reproducible error, such that (a) the Product no longer materially functions in accordance with the applicable Documentation, based on standard reproducible test case methodology, or (b) the Hardware is not otherwise functioning in accordance with the applicable Documentation; provided that, Critical Service Failure shall exclude any failures which are caused by an act or omission of the Customer.

13.4.1. For clarity, in the event Darktrace is unable to rectify, repair or replace the Critical Service Failure within thirty (30) days, upon termination of the applicable Product Order Form by Customer, Darktrace shall refund to Customer the pre-paid, unused portion of the Fees applicable to that Product Order Form. The "unusued portion of the Fees" shall include all pre-paid Fees allocated for Customer's Offering after the date Darktrace receives notice from Customer of the Critical Service Failure.

13.5. Termination or Suspension by Darktrace. Without prejudice to any other right or remedy available to Darktrace:

13.5.1. Darktrace may restrict, suspend or terminate Customer's licence or use of the Offering without liability if a court or other government authority issues an order prohibiting Darktrace from furnishing the Offering to Customer. Customer's obligation to pay Fees during any period of suspension under this Clause 13.5.1 will also be suspended. In the event the Offering is suspended pursuant to this Clause 13.5.1 then provided it is lawful to do so, Darktrace will inform Customer

of the reasons for the suspension and will work with Customer to resolve such issues and re-instate the Offering.

13.5.2. Additionally, Darktrace may terminate, suspend or limit Customer's licence grant or use of the Offering without liability if Darktrace provides Customer with written notice that it has a reasonable suspicion that Customer is using the Offering: (i) in breach of Clause 5.1 or Clause 5.2; or (ii) in a manner that is otherwise unlawful, and in each case Customer does not cure the condition identified in such notice within five (5) business days.

13.6. Effect of Termination. Upon termination or expiration of this Agreement:

13.6.1. The Term and all other rights and licences granted by one Party to the other, and any Services provided by Darktrace to Customer, will cease immediately;

13.6.2. Customer shall ensure all Customer Data is removed from the Appliance and return the Appliance to Darktrace in accordance with Clause 4.3. DARKTRACE WILL NOT BE RESPONSIBLE FOR MAINTAINING OR PROTECTING ANY CONFIGURATION SETTINGS OR DATA FOUND ON THE RETURNED HARDWARE OR COMPONENT PART OF THE HARDWARE AND IT IS CUSTOMER'S SOLE RESPONSIBILITY TO DELETE ANY SUCH INFORMATION PRIOR TO RETURN; and

13.6.3. All undisputed Fees owing to Darktrace at the date on which termination takes effect will become due and payable.

13.7. Survival. The following provisions will survive any termination of this Agreement: Clause 2 ("Evaluations and Beta Testing")"; Clause 5 ("Licence Grant For the Software and Restrictions"); Clause 7 ("Fees, Payments and Taxes"); Clause 8 ("Intellectual Property; Ownership"); Clause 9.6 ("Disclaimer"); Clause 10 ("Intellectual Property Rights Infringement Indemnity"); Clause 10.5 ("General Indemnity"); Clause 11.3 ("Data Disclaimer; Indemnity"); Clause 12 ("Limitation of Liability"); Clause 13.6 ("Effect of Termination"); Clause 13.7 ("Survival"); Clause 14 ("Confidentiality;"); Clause 15 ("Data Protection"); Clause 16 ("General Provisions"); Clause 16.15 ("Insurance"), and any other provision of this Agreemenet that must survive to fulfil its essential purpose.

13.8. Non-Appropriation. Customer shall have the right to terminate the licenses conveyed by the Product Order Form and this Agreement upon each anniversary of the Commencement Date of the Product Order Form, solely in the event Customer fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of such licenses. In such circumstance, Customer shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue the Offering and Agreement.

14. CONFIDENTIALITY

14.1. Each party will treat the other party's Confidential Information as confidential. Confidential Information of one Party (the "Disclosing Party") may only be used by the other Party (the "Receiving Party") for the purpose of fulfilling obligations or exercising rights under this Agreement, and may only be shared with employees, agents or contractors of the Receiving Party who have a need to know such information to support such purpose ("Representatives"). Each Party will ensure that any of its Representatives to whom Confidential Information is disclosed are bound by contractual obligations equivalent to those in this Clause 14.1. Notwithstanding the foregoing, the Receiving Party shall remain liable for the acts or omissions of its Representatives. Confidential Information will be protected using a reasonable degree of care to prevent unauthorised use or disclosure for five (5) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: (i) was known or becomes known to the Receiving Party on a non-confidential basis from a third party, provided that: (a) the Receiving Party has no knowledge that the third party is subject to a confidentiality agreement with the Disclosing Party in respect of the information; and (b) such information is not of a type or character that a reasonable person would have regarded it as confidential; (ii) is independently developed by the Receiving Party without violating the Disclosing Party's rights; (iii) is or becomes publicly known other than through disclosure by the Receiving Party or one if its Representatives in breach of this Agreement; or (iv) was lawfully in the possession of the Receiving Party before the information was disclosed by the Disclosing Party. A party may disclose Confidential Information to the extent disclosure is required by law or a governmental agency provided that, to the extent it is lawful to do so, the Receiving Party notifies the Disclosing Party of the request giving it reasonable opportunity to respond, and cooperate with the Disclosing Party's reasonable, lawful efforts to resist, limit or delay disclosure at the Disclosing Party's expense, and except for making such required disclosure, such information will otherwise continue to be Confidential Information. On termination of the Agreement, each Party will promptly return or destroy all Confidential Information of the other Party.

15. DATA PROTECTION

15.1. The Parties acknowledge that the Offering may be used to process Personal Data regulated by the Data Privacy Laws and the Parties shall comply with the data processing requirements as set out in Appendix 2.

16. GENERAL PROVISIONS

16.1. Entire Agreement; Integration.

16.1.1. This Agreement, the appendices and any documents referenced herein, represent the entire agreement between the Parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between the Parties and excludes, without limitation, any terms appearing on a purchase order, invoice or other Customer paperwork or any other terms (in each case whether by way of conduct or otherwise). No modification of this Agreement will be effective unless in writing and signed by both Parties. Each Party acknowledges and agrees that, in connection with the Agreement, it has not been induced to enter into the Agreement in reliance upon, and does not have any remedy in respect of, any representation or other promise of any nature other than as expressly set out in this Agreement. Each Party signing this Agreement acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice and there will be no presumption that ambiguities will be construed or interpreted against the drafter.

16.1.2. Unless otherwise specifically agreed to in a writing signed by each of the Parties, in the event of any conflict or inconsistency between this Agreement, an appendix hereto, any Product Order Form issued hereunder, and or any document incorporated by reference, the order of precedence of the documents from highest to lowest is the Product Order Form, this Agreement, any appendix hereto and the documents incorporated by reference.

16.2. Severability. The illegality or unenforceability of any provision of this Agreement will not affect the validity and enforceability of any legal and enforceable provisions hereof.

16.3. Force Majeure. Neither Party will be liable for any failure or delay in performing services or any other obligation under this Agreement, nor for any damages suffered by the other or a Customer by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such Party's reasonable control, riots, natural catastrophes, terrorist acts, governmental intervention, refusal of licences by any government or other government agency, or other acts of god (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been avoided by the non-performing Party through commercially reasonable precautions and cannot be overcome by the non-performing Party through commercially reasonable substitute services, alternate sources, workarounds or other means. During the continuation of a Force Majeure Event, the non-performing Party will use commercially reasonable efforts to overcome the Force Majeure Event and, to the extent it is able, continue to perform its obligations under the Agreement.

16.4. Notices. Any notice will be delivered by hand or sent by recorded delivery, registered post or registered airmail and satisfactory proof of such delivery must be retained by the sender. All notices will only become effective on actual receipt. Any notices required to be given in writing to Darktrace or any questions concerning this Agreement should be addressed to: Attn: Legal Department, Darktrace Limited, Maurice Wilkes Building, Cowley Road, Cambridge CB4 0DS, United Kingdom. Notices to Customer should be addressed to: Attn: City Administrator, City of Tumwater, 555 Israel Rd SW, Tumwater, WA 98501.

16.5. Rights of Third Parties. The provisions of this Agreement concerning restrictions on usage of the Offering and protection of Intellectual Property Rights are for the benefit of and may be enforced by each of Darktrace, any Darktrace Affiliate and the Darktrace Indemnitees. Except for the foregoing sentence, or as otherwise expressly set out in the Agreement, this Agreement does not create any rights for any person who is not a party to it and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained herein.

16.6. Independent Contractors. The Parties are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties.

16.7. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party. Notwithstanding the foregoing, consent of the other Party will not be required for a transfer to an Affiliate of a Party or if a

Party undertakes an initial public offering, a sale of all or substantially all of its shares or assigns all or substantially all of its business and assets to another entity that is not a direct competitor of the non-assigning Party. Any attempt to assign this Agreement in violation of the foregoing will be null and void. This Agreement binds the Parties, their respective Affiliates, successors and permitted assigns.

16.8. Governing Law. Any dispute or claim relating in any way to this Agreement will be governed by the Governing Law, and adjudicated in the Governing Courts, as defined in the table below, and each Party consents to the exclusive jurisdiction and venue thereof; save that (i) each party may enforce its or its Affiliates' intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief and (ii) Darktrace or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Product Order Form is located. Where arbitration applies it shall be conducted in English, under the Rules of Arbitration of the International Chamber of Commerce (the "ICC") by three arbitrators in accordance with Art 12 of said Rules. The award shall be final and binding on the Parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence. Customer and Darktrace agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

Customer location (as stated in the Product Order Form)	**Governing Law**	**Governing Courts**
United Kingdom	The laws of England & Wales	The courts of England & Wales
United States of America	The laws of the state of Washington	The state or Federal courts in King County, Washington
None of the above	The laws of England & Wales	Arbitration at the ICC in London

16.9. Export Restrictions. The Offering is for Customer's use and not for further commercialisation. Customer acknowledges that the Offering may be classified and controlled as encryption items under the United Kingdom's Export Regulations and other national regulations. Each Party will comply with all applicable laws regarding export-controlled items, and will not export, re-export or import, directly or indirectly, any export-controlled items, or any direct product of them, nor undertake any transaction hereunder in violation of any applicable export laws.

16.10. ITAR. Customer understands that employees of Darktrace and/or its suppliers may have access to native data to perform the Support Services herein and represents that none of this data requires protection from access by foreign persons because it contains technical information regarding defence articles or defence services within the meaning of the United States International Traffic in Arms Regulations (22 CFR § 120) or technical data within the meaning of the United States Export Administration Regulations (15 CFR §§ 730 - 774). If any of this data does contain any such information, Customer will either lock down access to any such data and/or identify any folders containing such data as export-controlled information and acknowledges that special service rates may apply thereto.

16.11. Government End-User Notice (applicable to United States government customers only). The Offering is commercial within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Appliance is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Appliance, including technical data or manuals, is governed by the terms, conditions and covenants contained in the Darktrace standard commercial licence agreement, as contained herein.

16.12. Waiver. Each Party agrees that the failure of the other Party at any time to require performance by such Party of any of the provisions herein will not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

16.13. Headings. All headings used herein are for convenience of reference only and will not in any way affect the interpretation of this Agreement.

16.14. Equitable Remedies. The Parties agree that with respect to a breach by a Party of Clauses 5, 8 or 14, monetary damages may not be an adequate or sufficient remedy for a breach of this Agreement. Therefore, in addition to any applicable monetary damages, a Party will also be entitled to apply for injunctive relief and other equitable relief to prevent breaches of the Agreement, without proof of actual damage.

16.15. Insurance. During the Term, Darktrace shall maintain insurance coverage consistent with the policies outlined in Appendix 3 hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

Darktrace: Darktrace Holdings Limited	**Customer**: City of Tumwater
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Appendix 1 – Definitions

1. DEFINITIONS:

1.1. Defined Terms. Terms defined in this Appendix 1 will have the meanings given below. Defined terms may be used in the singular or plural depending on the context.

"Affiliate" means any corporation or other business entity that directly or indirectly controls, is controlled by or is under common control with a Party. Control means direct or indirect ownership of or other beneficial interest in fifty percent (50%) or more of the voting stock, other vesting interest, or income of a corporation or other business entity;

"Alerts" means features of the Software that generates alerts of suspected malicious activity on a Customer's network;

"Appliance(s)" means the Software, or Software combined with Hardware, as more fully described on the Product Order Form

"Call Home" means the secure and encrypted channel that connects the Appliance to Darktrace central management;

"Confidential Information" means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, suppliers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, Intellectual Property, and know-how of a Party, and any other information clearly designated by a Party as being confidential to it (whether or not it is marked "confidential"), and information that ought reasonably be considered to be confidential, but in all circumstances excludes any Personal Data.

"Customer Data" means all data and information provided by Customer to, or accessible by, Darktrace under this Agreement in connection with the performance of the Services (which may include information about network traffic on Customer's network (metrics), log/metadata collection, as well as the raw packet capture data from Customer's network);

"Datasheet" means the document providing the specification for the Hardware, Software or Services, as applicable and as may be updated by Darktrace from time to time;

"Data Privacy Laws" means the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), the California Consumer Privacy Act of 2018 ("CCPA"), and laws of similar purpose or effect in any relevant jurisdiction including Washington State, in each case as amended, updated, re-enacted or replaced from time to time;

"Documentation" means user manuals for the Appliance consisting of the applicable installation guides, Datasheets; service descriptions, technical specifications and online help files provided by Darktrace or available on Darktrace's online portal, as may be updated by Darktrace from time to time;

"Effective Date" means the Effective Date specified in the Product Order Form;

"EU Model Clauses" means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection under Directive 95/46/EC, pursuant to the European Commission Decision of 5 February 2010;

"Fees" means all applicable fees as set out in the Product Order Form;

"GPL Software" means third party software provided by Darktrace on the Hardware to support use of the Software that is licensed directly to Customer and the relevant Customer Affiliates by the relevant rights holder on the terms of the version included or provided with it of the GNU General Public Licence, GNU Lesser General Public Licence or other comparable licence.

"Hardware" means any hardware device (including embedded firmware) shipped and installed as part of the Offering;

"Information Security Standards" means Darktrace's information security code of conduct, as amended from time to time in Darktrace's sole discretion and available upon request;

"Intellectual Property" means patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights, know-how and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition (and "Intellectual Property Rights" will be construed accordingly);

"Offering" means collectively the Appliance(s), Software, Services and the Documentation;

"Open Source Software" means third party software that Darktrace distributes with the Software pursuant to a licence that requires, as a condition of use, modification or distribution of such software, that the software or other software combined and/or distributed with it be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; (iii) redistributable at no charge; or (iv) redistributable but subject to other limitations;

"Product Order Form" has the meaning set forth in the introductory paragraphs;

"Personal Data" means, generally, information relating to an identified or identifiable natural person, or other regulated data types as defined by applicable Data Privacy Laws;

"Services" means the Darktrace Support Services, and any Installation Services, training or professional services which may be provided by Darktrace as specified in the Product Order Form;

"Support Service Options" means the optional support services, if any, as specified in the Product Order Form and further described in the Support Services Data Sheet;

"Site(s)" means the Customer's business location or its datacentre at the locations described in a Product Order Form;

"Software" means the Darktrace and the Third Party Software (in object code form) delivered to Customer as part of the Offering or on a standalone basis, together with all enhancements, error corrections, and/or updates which are generally made available by Darktrace as part of the Offering. The GPL Software does not form part of the Software and is licensed to Customer and the Customer Affiliates directly on the terms of the applicable licences, provided that the GPL Software will nevertheless be deemed to form part of the Software for the purposes of the Support Services, such that Darktrace will support it as if it were part of the Software;

"Standard Support Services" means the standard support services provided by Darktrace as set out in the Darktrace Support Services Data Sheet;

"Support Services Data Sheet" means the Documentation describing the terms of the Support Services.

"Third Party Licensors" means the suppliers of the Third Party Software to Darktrace; and

"Third Party Software" means: (i) any software or other technology that is licensed to Darktrace from Third Party Licensors for the purpose of making the Offering available commercially; and (ii) Open Source Software.

1.2. Construction. In this Agreement (except where the context otherwise requires):

1.2.1. any reference to a clause or schedule is to the relevant clause or schedule of or to this Agreement and any reference to a paragraph is to the relevant paragraph of the clause or schedule in which it appears;

1.2.2. the index and clause headings are included for convenience only and will not affect the interpretation of this Agreement;

1.2.3. use of the singular will include the plural and vice versa;

1.2.4. use of any gender will include any other gender;

1.2.5. any reference to persons includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, foundations and trust (in each case whether or not having separate legal personality);

1.2.6. any phrase introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms;

1.2.7. any reference to any other document is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

Appendix 2: Data Processing Agreement

1. DEFINITIONS. For the purposes of this DPA, the terms defined in this Appendix shall have the meanings as set forth in the Agreement. Any terms not specifically defined by this DPA or the Agreement shall have the meaning given by GDPR.

2. SUBJECT MATTER OF THE DATA PROCESSING AGREEMENT

2.1 This Data Processing Agreement ("DPA") applies to the processing of Customer Personal Data under the Agreement.

2.2 Customer will be the Data Controller and Darktrace will be the Data Processor as defined under GDPR. Each Party agrees that it shall comply with its obligations as a Data Controller and a Data Processor, respectively under the Data Privacy Laws in exercising its rights and performing its obligations under this Agreement.

2.3 This DPA is an Appendix to the Agreement.

3. NATURE AND PURPOSE OF PROCESSING REGULATED DATA

3.1 The Data Processor shall process Personal Data in order to provide the Support Services as set forth in the Support Services Datasheet.

3.2 In the event that the Data Controller has purchased Antigena Email, the additional data protection provisions of the Antigena Email Schedule shall apply and be incorporated into this DPA.

4. TYPES AND CATEGORIES OF PERSONAL DATA

4.1 Categories of Data Subjects.

- Employees including volunteers, agents, temporary workers, independent contractors;
- Contractors
- Customer clients, prospects
- Suppliers, vendors
- Advisors, consultants and other professional experts
- Customer officers, directors
- And any other categories of Data Subjects that may be contained in the Data Controller's network.

4.2 Types of Personal Data:

- IP addresses
- Host names
- File names
- Email addresses
- And any other types of Personal Data that may be contained in the Data Controller's network.

5. RIGHTS AND OBLIGATIONS OF THE CONTROLLER

5.1 The Data Controller hereby instructs the Data Processor to take such steps in the processing of Personal Data as are reasonably necessary for the performance of the Data Processor's obligations under the Agreement, and agrees that such instructions, comprising the terms of this DPA and the Agreement, constitute its full and complete instructions as to the means by which Personal Data shall be processed by the Data Processor.

6. RIGHTS AND OBLIGATIONS OF THE PROCESSOR

6.1 The Data Processor shall only process Personal Data in accordance with the Data Controller's written instruction as specified herein and shall not use Personal Data except to deliver the Offering and the Services as instructed by the Agreement, unless such processing is required by law to which the Data Processor is subject, in which case the Data Processor shall, to the extent permitted by law, inform the Data Controller of that legal requirement prior to carrying out the applicable processing.

6.2 The Data Processor shall immediately inform the Data Controller if, in the Data Processor's reasonable opinion, an instruction from the Data Controller infringes the Data Privacy Laws.

6.3 The Data Processor shall not transfer Personal Data outside the European Economic Area ("EEA") without the prior written consent of the Data Controller and not without procuring provision of adequate safeguards (as defined by the European Commission from time to time);

6.4 In the event that the UK ceases to be a member of the European Union or ceases to be considered by the European Commission to be an adequate country pursuant to Article 45 of GDPR, then the parties agree that Darktrace shall apply the EU Model Clauses as set out at www.darktrace.com/legal/customer_model_clauses, to any relevant transfer of data and such EU Model Clauses shall be deemed incorporated from the date of first transfer.

6.5 The Data Processor shall take reasonable steps to ensure the reliability of its agents and employees who have access to any Personal Data.

7. SECURITY

7.1 Taking into account the nature, scope, context and purposes of processing, the Data Processor has implemented and will maintain the administrative, physical, technical and organisational measures as described in the Darktrace Information Security Policy attached as Appendix 4to protect any Personal Data accessed or processed by it against unauthorised or unlawful processing or accidental loss, destruction, damage or disclosure. The parties agree that for the purposes of the processing hereunder, the measures contained within the Darktrace Information Security Policy are appropriate, given the nature of the data to be processed and the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, disclosure, access or damage.

8. PERSONAL DATA BREACH NOTIFICATION

8.1 In the event that the Data Processor suffers a Personal Data Breach, the Data Processor shall inform the Data Controller within twenty-four (24) hours upon learning of the same and reasonably cooperate with the Data Controller to mitigate the effects and to minimise any damage resulting therefrom. To the extent reasonably possible, the notification to the Data Controller shall include: (i) a description of the nature of the incident, including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the name and contact details of the Data Processor's data protection officer or another contact point where more information can be obtained; (iii) a description of the likely consequences of the incident; and (iv) a description of the measures taken or proposed to be taken by the Data Processor to address the incident including, where appropriate, measures to mitigate its possible adverse effects

9. SUBPROCESSORS

9.1 Save as expressly provided herein, the Data Processor will not use subprocessors for the processing of Personal Data**.** For the purposes of providing Support Services alone: (i) The Data Controller hereby authorises the Data Processor to use its affiliates specified in the Support Services Datasheet to process Personal Data (the "Affiliate Subprocessors"); (ii) The Data Processor shall have in place with the Affiliate Subprocessors a written agreement equivalent to the terms contained herein to protect Personal Data; and (iii) The EU Model Clauses shall apply to the extent the processing of Personal Data by the Affiliate Subprocessors involves a transfer of Personal Data which originates in the EEA to a third country outside of the EEA. For such purposes, the Data Controller hereby authorises the Data Processor to enter into the EU Model Clauses with the Affiliate Subprocessors on the Data Controller's behalf.

9.2 Save for the foregoing, the Data Processor shall not engage any subprocessors without the prior written authorisation of the Data Controller. In the event that the Data Controller authorises the use by the Data Processor of any other subprocessors, the Data Processor shall procure that such subprocessors enter into a written agreement containing provisions no less stringent than this DPA.

9.3 The Data Processor shall be fully liable for any breach by the subprocessors of any data protection obligations set out in this Clause.

10. ASSISTANCE WHEN HANDLING REQUESTS FROM DATA SUBJECTS

10.1 Taking into account the nature of processing and the information available to the Data Processor, the Data Processor will provide reasonable support to the Data Controller: (i) in complying with any legally mandated request for access to or correction of any Personal Data by a data subject under Chapter III GDPR (and where such request is submitted to the Data Processor, the Data Processor will promptly notify the Data Controller of it); (ii) in responding to requests or demands made to the Data Controller by any court or governmental authority responsible for enforcing privacy or data protection laws; or (iii) in its preparation of a Data Protection Impact Assessment.

11. AUDIT

11.1 The Data Processor agrees to maintain ISO 27001 certification for the duration of the Term. The Data Processor will use an external auditor to verify that its security measures meet ISO 27001 standards in accordance with the ISO certification process. On the Data Controller's written request, and subject to appropriate confidentiality obligations, the Data Processor will make available to the Data Controller: (i) a copy of the current certificate in relation to the ISO 27001 certification; and (ii) Information reasonably requested by the Data Controller in writing with regards to the Data Processor's processing of Personal Data under this DPA. The Data Controller agrees to exercise any right it may have to conduct an audit or inspection under GDPR (or the EU Model Clauses if they apply) by requesting the foregoing information.

12. RETURN/DESTRUCTION OF PERSONAL DATA

12.1 Upon termination of the Agreement, the Data Processor shall delete or return all Personal Data in accordance with the Data Controller's written instructions.

TO: City Council

FROM: Brad Medrud, Planning Manager

DATE: August 1, 2022

SUBJECT: Ordinance No. O2022-006, Planned Unit Development

---

1) Recommended Action:

Approve Ordinance No. O2022-006, Planned Unit Development

---

2) Background:

The City's current regulations for planned unit developments in TMC 18.36 *PUD Planned Unit Development Overlay* have not been substantially updated since 2000. To date, planned unit developments in the City have provided a benefit to developers in the form of flexibility with existing regulations such as setbacks, maximum land coverage, and private streets, but have provided no quantifiable benefit to the City or the public.

Planned unit developments in other jurisdictions typically provide a quantifiable public benefit in exchange for flexibility in addressing existing regulations. The amendments to TMC Chapter 18.36 PUD *Planned Unit Development Overlay* provide developers flexibility in addressing existing regulations in exchange for requiring that new developments provide quantifiable public benefits.

In addition, TMC Chapter 18.36 *PUD Planned Unit Development Overlay* does not clearly address the requirements for private streets as part of planned unit developments. The amendments to the planned unit development chapter will provide more specificity in regards to when and how private streets are allowed. The definition of a private street in TMC Title 17 *Land Division* is not consistent with the definition in the *Tumwater Development Guide*. The proposed amendments will amend the definition of a private street in the Tumwater Municipal Code so it is consistent the *Tumwater Development Guide*.

The Planning Commission held a briefing on the proposed amendments on April 26, 2022 and its first worksession on May 10, 2022. The Planning Commission held a second worksession on June 14, 2022.

The Planning Commission held a public hearing for the proposed amendments on June 28, 2022. Following the public hearing and deliberations, the Planning Commission recommended that Council approve the proposed amendments.

The Public Works Committee held a briefing on the proposed private streets amendments to the *Tumwater Development Guide* on July 7, 2022.

The General Government Committee reviewed the proposed amendments in a briefing on July 13, 2022 and recommended that the ordinance be discussed at a City Council worksession. The City Council reviewed the amendments at a worksession on July 26, 2022 and recommended that the amendment go forward for consideration by City Council. The City Council will consider the amendments on Monday, August 1, 2022.

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3) Policy Support:

Economic Development Plan Goal 1: “Establish a development climate that stimulates economic activity and desirable investment.”

Economic Development Plan Strategy 1.D: “Ensure a predictable and efficient experience for business owners and developers seeking to invest in Tumwater.”

Land Use Element Implementation Policy 11 of Section 3.3: “Modify the land use regulatory review, permitting, and approval system for consistency with the Growth Management Act and adopted plans to ensure predictability and allow processing of development permits in a timely and fair manner.”

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4) Alternatives:

- ❑ Modify Ordinance No. O2022-006 and approve
- ❑ Continue discussion of Ordinance No. O2022-006 at a future worksession

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5) Fiscal Notes:

This is an internally funded work program task.

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6) Attachments:

A. Staff Report
B. Ordinance No. O2022-006
C. Presentation

Attachment A

City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

PLANNED UNIT DEVELOPMENT AMENDMENTS
(ORDINANCE NO. O2022-006)
STAFF REPORT
CITY COUNCIL – AUGUST 1, 2022 CONSIDERATION

Issue

The City's regulations for planned unit developments in TMC Chapter 18.36 *PUD Planned Unit Development Overlay* have not been substantially updated since 2000. To date, planned unit developments in the City have provided a benefit to developers in the form of flexibility with existing regulations such as setbacks, maximum land coverage, and private streets, but have not provided a quantifiable benefit to the City or the public.

In other jurisdictions, planned unit developments typically provide a quantifiable public benefit in exchange for flexibility in addressing existing regulations. The amendments to TMC Chapter 18.36 *PUD Planned Unit Development Overlay* provide developers flexibility in addressing existing regulations in exchange for requiring that new developments provide quantifiable public benefits.

In addition, TMC Chapter 18.36 *PUD Planned Unit Development Overlay* does not clearly address the requirements for private streets as part of planned unit developments. The amendments to the planned unit development chapter will provide more specificity in regards to when and how private streets are allowed. The definition of a private street in TMC Title 17 *Land Division* is not consistent with the definition in the *Tumwater Development Guide*. The proposed amendments will amend the definition of a private street in the Tumwater Municipal Code so it is consistent the *Tumwater Development Guide*.

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Summary

The proposed amendments are intended to establish clear requirements for the type of development that can utilize a planned unit development, an updated list of submittal requirements for a planned unit development application, and updated criteria and process for review and approval of a planned unit development.

Background

Planned unit developments are intended to allow for flexibility in addressing existing development regulations in exchange for a quantifiable public benefit to allow for better development than would be allowed under the zoning code or development of sites that may be challenging because of critical areas or other constraints.

The amendments are a part of the approved 2022 Long Range Planning work program.

Planned Unit Development Amendments

The following is a summary of the proposed amendments related to planned unit developments found in Ordinance No. O2022-006:

1. Private Streets
    a. Amended the definition of private street in TMC 17.04.385 to read:

        "Private street" means a privately owned and maintained vehicular access serving property, which is provided for by an access tract, easement, or other legal means.

2. Permitted uses for planned unit development:
    a. Added "planned unit developments" as a permitted use in the Manufactured Home Park (MHP) zone district.
    b. Removed Single-family detached dwellings as part of a planned unit development as a permitted use from the Multifamily Family Medium (MFM) zone district.
    c. Removed "Single-family detached dwellings and duplexes are permitted only as part of a PUD planned unit development overlay as regulated by TMC Chapter 18.36 *PUD Planned Unit Development Overlay* if the site to

be developed has more than one zone district" as a permitted use from the Multifamily Family High (MFH) zone district.

d. Added "planned unit developments not including residential uses" as a permitted use in the Airport Related Industry (ARI) zone district.

3. Substantially revised TMC Chapter 18.36 *PUD Planned Unit Development Overlay*. Amendments included the following:

a. Changed the name of the chapter from *PUD Planned Unit Development Overlay* to *PUD Planned Unit Development*.

Based on input from the development community, staff updated the intent section to establish a clear list of tangible benefits to be provided by a planned unit development to the City and the public in exchange for flexibility addressing in zoning regulations and addressed how the scale of the project affects the number of tangible benefits required for a planned unit development. See Appendix A – Tangible Benefits and Flexibility.

The updated section reads as follows:

18.36.010 Intent.
The intent of a planned unit development is to offer flexibility to the applicant in exchange for tangible benefits to the city and the public.

A. Through the planned unit development process, the applicant is given flexibility in regard to site design, placement of buildings, use of required open spaces, setbacks, lot sizes and dimensions, and otherwise better utilize the potential of sites characterized by special features, such as geography, topography, size or shape.

B. In exchange, the applicant shall provide at least two points from the following list of tangible benefits to the city and the public for projects that provide twenty or more residential dwelling units or industrial, commercial, or institutional projects that are twenty acres or more in size. For projects that provide less than twenty residential dwelling units or industrial, commercial, or institutional projects that are less than twenty acres in size, the applicant shall provide at least one point from the following list of tangible benefits to the city and the public:

1. 1.0 point: Provide enhanced useable parks and open space as a result of the planned unit development. Both the applicant and the city shall agree upon the location, size, and extent of the enhanced useable parks and open space;

2. 1.0 point to 2.0 points: Provide significant public facilities or other public amenities that could not be required by the city for development of the subject property without a planned unit development. Both the applicant and the city shall agree upon the type of significant public

facility or amenity, the size, location, and other pertinent aspects, as well as the number of points for the significant public facility or other public amenity. Significant public facilities or other public amenities shall not include the minimum public facilities and public improvements already required of the development;

3. 1.0 point: Go significantly beyond the minimum requirements for critical area protections to preserve, enhance, or rehabilitate critical areas and buffers in the planned unit development. Both the applicant and the city shall agree upon the location, size, and extent of the additional protection, enhancement, or rehabilitation;

4. 1.0 point: Dedicate a site containing a building, structure, site, object, or district on a register of historic places to the city or a qualifying nonprofit organization capable of restoring and/or maintaining the premises to standards set by Washington State Office of Archaeology and Historic Preservation;

5. 2.0 points: Incorporate energy systems, as defined in TMC 18.04.050, that produce energy from nondepletable energy sources that will result in at least fifty percent or more of the energy needs for the planned unit development being met. Both the applicant and the city shall agree upon the type and conditions for the energy systems provided;

6. 2.0 points: Build passive residential dwelling units that meet the Passive Home Institute US (PHIUS) standards, which will result in fifty percent or more of the total dwelling units in the planned unit development qualifying as passive homes. Both the applicant and the city shall agree whether the PHIUS standards for passive homes are addressed;

7. 1.0 point: Go significantly beyond the minimum required energy efficiency requirements for at least fifty percent or more of the energy needs of the planned unit development. Both the applicant and the city shall agree upon how the project goes beyond the minimum required energy efficiency requirements;

8. 2.0 points: Provide at least twenty percent or more of the total dwelling units in the planned unit development as permanently affordable housing consistent with TMC 18.42.140(D)-(K); and

9. 1.0 point to 2.0 points: Provide any other public facility, feature, item, project, or amenity proposed by the applicant that the City agrees meets the intent of this section. Both the applicant and the city shall agree upon the type of other public facility, feature, item, project, or amenity, the size, location, and other pertinent aspects.

C. For tangible benefits that have a range of potential points, both the applicant and the city shall agree upon the number of points assigned.

b. Updated the section to establish where planned units would be allowed, which modified the list in the current section, amended the current code language about the effect of a planned unit development approval on existing zone district regulations, and establishes a minimum size for a planned unit development, which does not currently exist.

The updated and new section reads as follows:

18.36.020 Planned unit development and zoning.

A. Planned unit developments are permitted in all zone districts except greenbelt (GB), open space (OS), residential/sensitive resource (RSR) due to the extreme sensitivity of the areas to environmental disturbance, and historic commercial (HC).

B. The approval of a final planned unit development shall modify and supersede the regulations of the underlying zone district, as outlined in this chapter, in accordance with the requirements and allowances of the Tumwater municipal code.

C. The minimum project size for a planned unit development is one gross acre. Planned unit developments must still meet applicable development requirements such as minimum density, parking standards, land coverage limits, and stormwater regulations, subject to the requirements and allowances of this chapter.

c. Updated the section to about who can initiate an application and moved the application process to an updated section TMC 18.36.040.

The updated section reads as follows:

18.36.030 Initiation.

A preliminary planned unit development may be initiated by any owner or group of owners of property acting jointly, or as a developer authorized to act as agent for an owner or group of owners.

d. Updated the section to establish the items that need to be included in a planned unit development application.

The updated section reads as follows:

18.36.040 Application.

Applications for a preliminary planned unit development shall be made on the forms provided by the community development department. Applications shall include all the items on the application checklist, together with an application fee as established by resolution of the city council, no part of which is refundable. Additions or deletions to the contents of the application may be made by the community development director. The application for a preliminary planned unit development shall also include and address all these items:

A. A description of how the development meets the requirements of TMC 18.36.010;

B. How the planned unit development relates to the surrounding area. This would include a description of any existing adjacent development and address how the proposed development would be consistent with existing adjacent development. If the existing adjacent development is not consistent with the existing comprehensive plan designations and zone districts then a comparison of the proposed development with the intent of the adjacent comprehensive plan designations and zone districts is acceptable;

C. If there is more than one underlying zone district then the application must include:

1. A map showing the existing zone district locations, sizes, and densities within the planned unit development. This can be augmented with a table or description in addition to a map; and

2. A map showing the proposed locations of the zone districts within the planned unit development. The borders, areas with sizes in acres, and proposed locations of the zone districts shall be shown graphically on the site plan. The borders shall follow the proposed tract or lot lines and the centerlines of streets and alleys of the planned unit development in a balanced, cohesive, and interrelated manner that does not create irregular areas.

a. The planned unit development process cannot modify the sizes of the original comprehensive plan designations on the comprehensive plan land use designation map or the zone districts on the zoning map without an amendment approved by the process in TMC 18.60.

b. The planned unit development process cannot modify the densities of the original comprehensive plan designations and zone districts without an amendment approved by the process in TMC 18.60;

D. How the planned unit development is being accessed and how internal circulation will be addressed. This shall include multimodal considerations;

E. The location and size of critical areas and their buffers on or within 300 feet of the project site. Protection measures shall be described or shown on a map;

F. The location and size of open space, parks, and landscaped areas and how they serve the development;

G. The location of stormwater facilities;

H. SEPA environmental review;

I. Covenants for ongoing maintenance of common areas and stormwater facilities;

J. If the planned unit development will be phased, a map of the proposed phasing, a description of the proposed phasing timeline, and the general type and location of the development to occur in each phase consistent with TMC 18.36.090;

K. How the planned unit development relates to adjacent properties under similar ownership. This can include future development plans, if known; and

L. How the planned unit development allows for future development or redevelopment of neighboring properties. This should address, but it is not limited to, access, circulation, sizing and location of utilities, type and locations of stormwater facilities, and locations of structures.

e. Staff created a new section to explain that a planned unit development application cannot modify requirements in TMC Title 16 *Environment*. See Appendix A – Tangible Benefits and Flexibility.

The new section reads as follows:

18.36.050 Environment.
The provisions of TMC Title 16 may not be modified by a planned unit development, except modifications consistent with TMC 18.36.010(B)(3).

f. Created a new section to explain that if a planned unit development application involves the creation of new lots, it would need to follow the requirements in TMC Title 17 *Land Division*.

The new section reads as follows:

18.36.060 Land division and review process.
If a planned unit development involves land division then it shall be subject to the platting and procedural requirements of TMC Title 17 and the restrictions and allowances of this chapter.

g. Moved from TMC 18.36.080 and updated the section to establish what development requirements in TMC Title 12 *Streets, Sidewalks and Public Ways* and TMC Title 18 *Zoning* can be modified by a planned unit development and what cannot be modified. See Appendix A – Tangible Benefits and Flexibility.

The updated section reads as follows:

18.36.070 Modification of development requirements.
A planned unit development may only modify the development requirements of TMC Title 12 and TMC Title 18 consistent with this section. If a development requirement is not addressed in this section, it shall not be modified by a planned unit development.

A. Zone District.

1. The type and size of the underlying zone district designated by the zoning map shall not be modified by a planned unit development.

2. Some individual development standards of the underlying zone district may be modified by this section.

B. Planned unit developments with multiple underlying zone districts.

1. A planned unit development may move the location of underlying zone districts as part of the planned unit development process, but the type and size of each of the underlying zone districts shall remain the same and follow the requirements of TMC 18.36.040(C).

2. Some individual development standards of the underlying zone districts may be modified by this section.

C. Densities. Densities established by the underlying zone district shall not be altered by a planned unit development.

D. Uses.

1. A planned unit development is limited to the permitted, accessory, or conditional uses established by the underlying zone district.

2. If a proposed use in a planned unit development requires a conditional use permit, a separate conditional use permit shall be obtained consistent with the process in TMC 18.56.

E. Setbacks.

1. Setbacks established by the underlying zone district shall prevail on the perimeter boundary lines of a planned unit development.

2. A planned unit development may modify internal setbacks within the planned unit development.

F. Lot sizes. Lot sizes as specified by the underlying zone district may be modified by up to twenty-five percent by a planned unit development, either larger or smaller, provided the densities of the underlying zone district are met.

G. Land Coverage. Maximum land coverage as established by the underlying zone district may be exceeded by no more than twenty-five percent by a planned unit development.

H. Structure height. Structure height requirements as established by the underlying zone district shall not be modified by a planned unit development.

I. Yards. Yards as specified by the underlying zone district may be reduced by up to twenty-five percent by a planned unit development, provided the land coverage requirements of the underlying zone district are met.

J. Parks and open space area. In addition to the park and open space dedication requirements of TMC 17.12.210 or TMC 18.42.130, as applicable, the planned unit development may provide additional park and open space areas consistent with TMC 18.36.010.

K. Parking. Parking requirements shall not be modified by a planned unit development.

L. Landscaping. Landscaping requirements shall not be modified by a planned unit development.

M. Citywide design guidelines. Citywide design guidelines shall not be modified by a planned unit development.

N. Tumwater development guide. Requirements of the Tumwater development guide shall not be modified by a planned unit development, except as noted in TMC 18.36.080.

O. Signage. Signage requirements shall not be modified by a planned unit development.

P. Stormwater. Stormwater requirements shall not be modified by a planned unit development.

Q. Provisions of this chapter. The requirements of this chapter shall not be modified by a planned unit development.

R. Procedural requirements. Procedural requirements shall not be modified by a planned unit development.

h. Created a new section to establish the process for when public or private streets can be used in a planned unit development.

The new section reads as follows:

18.36.080 Public and private streets.

A. Public streets shall be required in a planned unit development except as allowed in TMC 18.36.080(B).

B. Private streets.

1. A private street may only serve four or fewer residential dwelling units, unless all of the dwelling units meet the federal definition of low income, then the private street may serve up to nine detached single family dwellings or up to thirty-five attached single family or multifamily dwelling units.

2. A private street may serve up to four businesses on separate parcels, or up to four businesses situated on one parcel.

3. The private street must meet the minimum design standards and requirements for private streets in the Tumwater development guide.

i. Created a new section to establish the process for phasing a planned unit development.

The new section reads as follows:

18.36.090 Phasing of planned unit developments.

A. Planned unit developments containing more than one hundred dwelling units or commercial or industrial planned unit developments covering more than twenty acres are eligible to attain preliminary planned unit development approval in phases. Phased approval of preliminary planned unit developments is limited to developments with at least two but not more than four phases.

B. The application shall show the number of phases, the area each phase encompasses, and the sequence for development of the various phases. A submittal for a phased development shall demonstrate how transportation, access, traffic, stormwater, parks and open space, critical areas, and utilities will be addressed for all phases of the development.

C. Hearing examiner review.

1. Upon receipt of the recommendation from the development review committee, the hearing examiner shall review the phased preliminary

planned unit development in accordance with this section as part of a consolidated hearing according to TMC 18.36.100(B).

2. At the hearing, the hearing examiner shall consider and may alter any part of the proposed phased development.

3. The hearing examiner may approve, approve with conditions, or disapprove the phasing plan in a decision as part a consolidated hearing according to TMC 18.36.100(B).

D. The period between the date of the preliminary approval of the phased planned unit development by the hearing examiner and the date of filing for final approval for the first phase shall be consistent with TMC 18.36.170.

E. Construction plans for each phase of a phased development shall include transportation, utilities, and stormwater management facilities that comply with all state and local requirements in effect at the beginning of the period allotted for that phase.

F. Applications for approval for each successive phase must be submitted within three years of the submittal for final approval on the previous phase and within the other timelines as established by the Tumwater municipal code and TMC 18.36.170.

j. Moved from TMC 18.36.050 and updated the section describing the hearing examiner approval process.

The updated section reads as follows:

18.36.100. Public hearing – Preliminary planned unit development

A. Upon receipt of the recommendation from the development review committee, a public hearing shall be set before the hearing examiner on the preliminary planned unit development. At the conclusion of the public hearing, the hearing examiner may approve, approve with conditions, deny, or continue the matter. A preliminary planned unit development shall only be approved if it meets the criteria in TMC 18.36.110.

B. If a project with a preliminary planned unit development requires a public hearing for phasing according to TMC 18.36.090, a land division approval, a conditional use permit, a variance, and/or another action that requires a hearing, the hearings should be consolidated.

k. Moved from TMC 18.36.050 and updated the section describing the criteria the hearing examiner would use to approve or deny an application.

The updated section reads as follows:

18.36.110 Public hearing – Criteria for decision.
In determining whether to approve or disapprove the proposed preliminary planned unit development project, the hearing examiner shall determine if the preliminary planned unit development provides for and meets all these criteria:

A. Substantial conformance to the Tumwater comprehensive plan;

B. Conformance to the Tumwater municipal code and Tumwater development guide;

C. The quantifiable public benefits required by TMC 18.36.010;

D. The public health, safety, and general welfare;

E. The adequacy of the size of the proposed planned unit development to accommodate the contemplated developments;

F. Adequate access to the project site for all users of the project including the public, if applicable;

G. Appropriate access for public safety such as fire protection and police services; and

H. Adequate mitigation measures for impacts associated with the physical characteristics of the site such as groundwater, stormwater, floodplains, critical areas, steep slopes, and critical habitat.

l. Moved from TMC 18.36.050 and updated the section about the appeal process for a planned unit development.

The updated section reads as follows:

18.36.120 Appeal.
The decision of the hearing examiner shall be final unless appealed to superior court in accordance with the provisions of TMC 2.58.150.

m. Created a new section to establish how a final planned unit development approval is achieved.

The new section reads as follows:

18.36.130 Final planned unit development approval.
Final approval of the planned unit development will not be issued until all requirements listed in the hearing examiner decision have been met. Certificate(s) of occupancy shall not be issued until final approval unless the community development director, or their designee, determines it is in the best interest of the city. The city and the applicants must agree on a reasonable deadline for obtaining final approval for the planned unit development. Failure of the applicants to obtain final approval prior to

the agreed upon date shall result in revocation of the certificate(s) of occupancy.

n. Created a new section to establish the process for minor modifications to a planned unit development.

The new section reads as follows:

18.36.140 Minor modifications.
Minor modifications to a planned unit development may be administratively approved provided they meet all these conditions:

A. The modification will not have the effect of reducing required landscaped area, or reducing or encroaching into required buffer areas or reducing the amount of required open space or parks in the planned unit development;

B. The modification will not have the effect of increasing the residential density of the planned unit development;

C. The modification will not have the effect of increasing the area devoted to nonresidential uses in the planned unit development; and

D. The modification will not increase any adverse impacts or undesirable effects of the project, or that the modification in no way significantly alters the project.

o. Created a new section to establish the process for major modifications to a planned unit development.

The new section reads as follows:

18.36.150 Major Modifications.
A. Modifications to planned unit developments that do not meet the all the conditions of TMC 18.36.140 shall be considered major modifications.

B. A public hearing shall be required before the hearing examiner and follow the requirements of TMC 18.36.100 and TMC 18.36.110.

p. Created a new section to establish the process for how planned unit development applications vest.

The new section reads as follows:

18.36.160 Vesting of planned unit developments.
A. Planned unit developments that involve land division are vested when a complete land division application has been submitted to the community development department.

B. Planned unit developments that do not involve land division vest when a complete building permit application has been submitted to the

community development department after preliminary planned unit development approval is granted consistent with TMC 18.36.100.

q. Created a new section to establish how long an approved preliminary approval for a planned unit development is valid.

The new section reads as follows:

18.36.170 Duration of approval for planned unit developments.

A. Preliminary approval of a planned unit development by the hearing examiner is valid for a period of five years.

B. An initial one-year extension, which has been filed at least thirty days prior to the expiration of the period of approval, may be granted by the community development director or his/her designee upon a finding that the applicant has attempted in good faith to complete the final planned unit development within the period of approval. Submittal of complete engineering plans for the project and the start of construction prior to the expiration of the approval period time limit shall constitute a good faith effort.

C. Two additional one-year extensions may be administratively granted, which shall be reviewed for compliance with these criteria:

1. The applicant has pursued submitting the final land division in good faith. Submittal of complete engineering plans and the start of construction for the project prior to the expiration of the approval period time limit shall constitute a good faith effort on the part of the applicant;

2. There have been no amendments to the comprehensive plan, zoning ordinance, development standards or other applicable codes which are inconsistent with the approved preliminary planned unit development, unless such amendments can be incorporated into the existing preliminary planned unit development without significantly altering the project as originally approved by the hearing examiner; and

3. There are no other significant changed conditions that would render the planned unit development contrary to the public health, safety, or general welfare.

r. Moved from TMC 18.36.070 and updates the section on the standards for bonding required facilities for a planned unit development.

The updated section reads as follows:

18.36.180 Standards – Bond.

A. Planned unit development projects shall be complete developments and may be required to include facilities such as, but not limited to, streets, curbs, sidewalks, street lights, drainage, open space, sanitary sewer, underground power and telephone lines, landscaping, screening, signs, and off-street parking in conformance with the requirements and allowances of the hearing examiner.

B. The applicant shall furnish the city with a performance bond or other acceptable surety approved by the city attorney, guaranteeing installation of specified public improvements and landscaping.

Planning Commission Discussion

After the Planning Commission briefing on April 26, 2022, staff added Appendix A – Tangible Benefits and Flexibility to the staff report, which provides tables on the tangible benefits that would be allowed by a planned unit development and sections of the development code that a developer would or world not have flexibility to address.

At their May 10, 2022 meeting, staff suggested that the Planning Commissioners focus on their evaluation on the following:

1. The type of tangible benefits proposed. Should more be added or should some be taken off?
2. The points assigned for each benefit. Are points too many or too few?
3. The total number of tangible benefits points required. Is the number of points required balanced by the sections of the development code where the developer has flexibility?
4. Code modifications allowed. Should more be added or should some be taken off? Are the code modifications allowed balanced by the tangible benefits required?
5. Code modifications not allowed. Should more be added or should some be taken off?

At the Planning Commission May 10, 2022 meeting, the Commission asked staff to reach out to local residential, commercial, and industrial developers to get their input on the quantifiable public benefits that would be required in exchange for flexibility in existing bulk and dimensional regulations in the ordinance. Staff contacted five local developers who do a lot of work in the City on May 16, 2022, explained the project, provided them with the list of quantifiable public benefits and code modification allowed, and asked that they consider the following questions while reviewing the tables:

1. For the type of tangible benefits that are proposed, what tangible benefits should be added or taken off?
2. What are your suggestions on the points assigned for each tangible benefit?
3. How should the size of a planned unit development scale with the tangible benefits required?
4. Are the tangible benefits required balanced by the flexibility in the code modifications?
5. Should more code modifications be added or be taken off?
6. How should the size of a planned unit development scale with the code modifications allowed?
7. Are the code modifications allowed balanced by the tangible benefits required?

Staff heard back from one developer on May 26, 2022, incorporated their suggestions into the ordinance, and modified Appendix A – Tangible Benefits and Flexibility. Staff also addressed how the scale of the project affects the number of tangible benefits required for a planned unit development. Staff presented their findings at the Planning Commission's June 14, 2022 worksession.

Public Approval Process

The Planning Commission held a briefing on the proposed amendments on April 26, 2022 and its first worksession on May 10, 2022. The Planning Commission held a second worksession on June 14, 2022.

An Environmental Checklist for a non-project action was prepared on April 5, 2022 under the State Environmental Policy Act (Chapter 43.21C RCW), pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance was issued later on April 28, 2022.

The ordinance was sent to the Washington State Department of Commerce on April 5, 2022 for the required 60-day review before the proposed text amendments were adopted, in accordance with RCW 36.70A.106.

A Notice of Public Hearing for the Planning Commission was issued on June 17, 2022 prior to a public hearing. The notice was posted, published as a press release, distributed to interested individuals and entities that have requested such notices, and published in *The Olympian*.

The Planning Commission held a public hearing for the proposed amendments on June 28, 2022. Following the public hearing and deliberations, the Planning Commission recommended that Council approve the proposed amendments.

The Public Works Committee held a briefing on the proposed private streets amendments to the *Tumwater Development Guide* on July 7, 2022.

The General Government Committee reviewed the proposed amendments in a briefing on July 13, 2022 and recommended that the ordinance be discussed at a City Council worksession. The City Council reviewed the amendments at a worksession on July 26, 2022. The City Council will consider the amendments on Monday, August 1, 2022.

Public Notification

A Notice of Public Hearing for the Planning Commission was issued, posted, mailed to interested parties, and published in *The Olympian* on June 17, 2022, after the Planning Commission set the public hearing date on June 14, 2022.

Staff Conclusions

1. The proposed text amendments are consistent with the goals of the Washington State Growth Management Act.
   a. This ordinance is consistent with Goal 7 of the Growth Management Act which states:

      "Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability."

      The Ordinance establishes concise requirements for the application, review process, and approval of planned unit developments.
2. The proposed amendments are consistent with the Economic Development Plan because the proposed amendments improve the clarity and specificity of the regulations for submittal, review, and approval of planned unit developments.
   a. Goal #1 of the Economic Development Plan states:

      "Establish a development climate that stimulates economic activity and desirable investment."

   b. The text of the Economic Development Plan states that one of the ways to support Goal #1 is:

      "…by making ongoing improvements to existing development regulations, systems, and processes."

   c. Action item 1.D. of the Economic Development Plan states:

      "Ensure a predictable and efficient experience for business owners and developers seeking to invest in Tumwater."

      This Ordinance improves the existing regulations for the application, review process, and approval of planned unit developments.

3. Based on the above review and analysis, staff concludes that the proposed text amendments are consistent with the requirements of the Washington State Growth Management Act and the Tumwater Comprehensive Plan.

Planning Commission Recommendation

The Planning Commission recommends approval of the proposed amendments as shown in Ordinance No. O2022-006.

Effects of the Proposed Amendments

The proposed text amendments would necessitate changes to the Tumwater Municipal Code as shown in Ordinance No. O2022-006.

Staff Contact

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Appendix A – Tangible Benefits and Flexibility

Tangible Benefits (Amended Section TMC 18.36.010)

Through the planned unit development process, the applicant is given flexibility in regard to site design, placement of buildings, use of required open spaces, setbacks, lot sizes and dimensions, and otherwise better utilize the potential of sites characterized by special features, such as geography, topography, size or shape.

In exchange, the applicant shall provide at least two points from the following list of tangible benefits to the city and the public for projects that provide twenty or more residential dwelling units or industrial, commercial, or institutional projects that are 20 acres or more in size. For projects that provide less than twenty residential dwelling units or industrial, commercial, or institutional projects that are less than 20 acres in size, the applicant shall provide at least one point from the following list of tangible benefits to the city and the public.

For tangible benefits that have a range of potential points, both the applicant and the city shall agree upon the number of points assigned.

#	Points	Tangible Benefit	Notes
1	1.0	Provide enhanced useable parks and open space.	Both the applicant and the city shall agree upon the location, size, and extent of the enhanced useable parks and open space.
2	1.0 to 2.0	Provide significant public facilities or other public amenities that could not be required by the city for development of the subject property without a planned unit development.	Both the applicant and the city shall agree upon the type of significant public facility or amenity, the size, location, and other pertinent aspects, as well as the number of points for the significant public facility or other public amenity. Significant public facilities or other public amenities shall not include the minimum public facilities and public improvements already required of the development.

#	Points	Tangible Benefit	Notes
3	1.0	Go significantly beyond the minimum requirements for critical area protections to preserve, enhance, or rehabilitate critical areas and buffers.	Both the applicant and the city shall agree upon the location, size, and extent of the additional protection, enhancement, or rehabilitation.
4	1.0	Dedicate a site containing a building, structure, site, object, or district on a register of historic places.	Dedication would be to the city or a qualifying nonprofit organization capable of restoring and/or maintaining the premises to standards set by Washington State Office of Archaeology and Historic Preservation.
5	2.0	Incorporate of energy systems that produce energy from nondepletable energy sources will result in at least fifty percent of the energy needs for the planned unit development being met.	Both the applicant and the city shall agree upon the type and conditions for the energy systems provided. "Energy systems" are defined in TMC 18.04.050.
6	2.0	Build passive residential dwellings that meet the Passive Home Institute US (PHIUS) standards, which will result in fifty percent or more of the total dwelling units in the planned unit development qualifying as passive homes.	Both the applicant and the city shall agree whether the PHIUS standards for passive homes are addressed.
7	1.0	Go significantly beyond the minimum required energy efficiency requirements for at least fifty percent or more of the energy needs of the planned unit development.	Both the applicant and the city shall agree upon how the project goes beyond the minimum required energy efficiency requirements.

#	Points	Tangible Benefit	Notes
8	2.0	Provide at least twenty percent of the total dwelling units as permanently affordable housing.	Consistent with TMC 18.42.140(D)-(K).
9	1.0 to 2.0	Provide any other public facility, feature, item, project, or amenity proposed by the applicant that the City agrees meets the intent of this section.	Both the applicant and the city shall agree upon the type of other public facility, feature, item, project, or amenity, the size, location, and other pertinent aspects.

Code Modifications Allowed (Amended Sections TMC 18.36.050 and TMC 18.36.070)

A planned unit development may only modify the development requirements of TMC Title 12 *Streets, Sidewalks and Open Spaces*, 16 *Environment*, and TMC Title 18 *Zoning* consistent with TMC 18.36.050 and TMC 18.36.070. If a development requirement is not addressed in TMC 18.36.070, it shall not be modified by a planned unit development.

Code Modifications Allowed	Notes
Environment	The provisions of TMC Title 16 *Environment* may not be modified by a planned unit development, except modifications consistent with TMC 18.36.010(B)(3).
Zone District	The type and size of the underlying zone district designated by the zoning map shall not be modified by a planned unit development. Some individual development standards of the underlying zone district may be modified by this section

Code Modifications Allowed	Notes
Planned unit developments with multiple underlying zone districts	A planned unit development may move the location of underlying zone districts as part of the planned unit development process, but the type and size of each of the underlying zone districts shall remain the same and follow the requirements of TMC 18.36.040(C). Some individual development standards of the underlying zone districts may be modified by this section.
Setbacks	Setbacks established by the underlying zone district shall prevail on the perimeter boundary lines of a planned unit development. A planned unit development may modify internal setbacks within the planned unit development
Lot sizes	Lot sizes as specified by the underlying zone district may be modified by up to twenty-five percent by a planned unit development, either larger or smaller, provided the densities of the underlying zone district are met.
Land Coverage	Maximum land coverage as established by the underlying zone district may be exceeded by no more than twenty-five percent by a planned unit development.
Yards	Yards as specified by the underlying zone district may be reduced by up to twenty-five percent by a planned unit development, provided the land coverage requirements of the underlying zone district are met.
Parks and open space area	In addition to the park and open space dedication requirements of TMC 17.12.210 or TMC 18.42.130, as applicable, the planned unit development may provide additional park and open space areas consistent with TMC 18.36.010.

Code Modifications Not Allowed (Amended Sections TMC 18.36.050 and TMC 18.36.070)

A planned unit development may only modify the development requirements of TMC Title 12 *Streets, Sidewalks and Public Ways* and TMC Title 18 *Zoning* consistent with TMC 18.36.070. If a development requirement is not addressed in TMC 18.36.070, it shall not be modified by a planned unit development. The provisions of TMC Title 16 *Environment* may not be modified by a planned unit development, except modifications consistent with TMC 18.36.010(B)(3).

Code Modifications Allowed	**Notes**
Environment	The provisions of TMC Title 16 *Environment* may not be modified by a planned unit development, except modifications consistent with TMC 18.36.010(B)(3).
Zone District	The type and size of the underlying zone district designated by the zoning map shall not be modified by a planned unit development. Some individual development standards of the underlying zone district may be modified by this section
Planned unit developments with multiple underlying zone districts	A planned unit development may move the location of underlying zone districts as part of the planned unit development process, but the type and size of each of the underlying zone districts shall remain the same and follow the requirements of TMC 18.36.040(C). Some individual development standards of the underlying zone districts may be modified by this section.
Densities	Densities established by the underlying zone district shall not be altered by a planned unit development.

Code Modifications Allowed	Notes
Uses	A planned unit development is limited to the permitted, accessory, or conditional uses established by the underlying zone district. If a proposed use in a planned unit development requires a conditional use permit, a separate conditional use permit shall be obtained consistent with the process in TMC Chapter 18.56 *Conditional Use Permits*.
Setbacks	Setbacks established by the underlying zone district shall prevail on the perimeter boundary lines of a planned unit development. A planned unit development may modify internal setbacks within the planned unit development
Structure height	Structure height requirements as established by the underlying zone district shall not be modified by a planned unit development.
Parking	Parking requirements shall not be modified by a planned unit development.
Landscaping	Landscaping requirements shall not be modified by a planned unit development.
Citywide design guidelines	Citywide design guidelines shall not be modified by a planned unit development.
Tumwater Development Guide	Requirements of the *Tumwater Development Guide* shall not be modified by a planned unit development, except as noted in TMC 18.36.080.
Signage	Signage requirements shall not be modified by a planned unit development.
Stormwater	Stormwater requirements shall not be modified by a planned unit development.
Provisions of this chapter	The requirements of this chapter shall not be modified by a planned unit development.

Code Modifications Allowed	Notes
Procedural requirements	Procedural requirements shall not be modified by a planned unit development.

Attachment B

ORDINANCE NO. O2022-006

AN ORDINANCE of the City Council of the City of Tumwater, Washington updating planned unit development requirements by amending Tumwater Municipal Code (TMC) Title 17 *Land Division* and TMC Title 18 *Zoning* as more particularly described herein.

WHEREAS, TMC Chapter 18.36 *PUD Planned Unit Development Overlay* contains requirements for planned unit developments that have not been substantially updated since 2000; and

WHEREAS, TMC Chapter 18.36 *PUD Planned Unit Development Overlay* provides a benefit to developers in the form of flexibility with existing regulations such as setbacks, maximum land coverage, and private streets and has provided no quantifiable benefit to the public; and;

WHEREAS, planned unit developments in other jurisdictions typically provide a quantifiable public benefit in exchange for flexibility in addressing existing regulations; and

WHEREAS, the amendments to TMC Chapter 18.36 *PUD Planned Unit Development Overlay* provide developers flexibility in addressing existing regulations in exchange for requiring that new developments provide quantifiable public benefits; and

WHEREAS, the amendments to TMC Chapter 18.36 *PUD Planned Unit Development Overlay* revise the criteria for the Hearing Examiner decision; and

WHEREAS, TMC Chapter 18.36 *PUD Planned Unit Development Overlay* does not clearly address the requirements for private streets as part of planned unit developments; and

WHEREAS, the amendments to TMC Chapter 18.36 *PUD Planned Unit Development Overlay* provide more specificity in regards to when and how private streets are allowed; and

WHEREAS, the definition of a private street in TMC Title 17 *Land Division* is not consistent with the definition in the Tumwater Development Guide; and

WHEREAS, the amendments amend the definition of a private street in the Tumwater Municipal Code so it is consistent the Tumwater Development Guide; and

WHEREAS, the City is required to plan under Chapter 36.70A RCW, the Growth Management Act; and

WHEREAS, Goal #7 of the Growth Management Act states "…applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability"; and

WHEREAS, this ordinance establishes concise requirements for the application, review process, and approval of planned unit developments; and

WHEREAS, this ordinance meets the goals and requirements of the Growth Management Act; and

WHEREAS, the City has adopted a Comprehensive Plan, in accordance with the Growth Management Act; and

WHEREAS, the Economic Development Plan and the Land Use Element are elements of the Comprehensive Plan; and

WHEREAS, Goal 1 of the Economic Development Plan is "Establish a development climate that stimulates economic activity and desirable investment"; and

WHEREAS, the Economic Development Plan mentions that one of the ways to support Goal 1 is "…by making ongoing improvements to existing development regulations, systems, and processes"; and

WHEREAS, Strategy 1.D of the Economic Development Plan is "Ensure a predictable and efficient experience for business owners and developers seeking to invest in Tumwater"; and

WHEREAS, clear and consistent development regulations support Goal 1 and Strategy 1.D of the Economic Development Plan; and

WHEREAS, the proposed amendments to TMC Title 17 *Land Division* and TMC Title 18 *Zoning* improve the clarity and specificity of the regulations for the submission, review process, decision making, and approval for planned unit developments; and

WHEREAS, the proposed amendments to TMC Title 17 *Land Division* and Title 18 *Zoning* are consistent with the Economic Development Plan; and

WHEREAS, Implementation Policy 11 of Section 3.3 of the Land Use Element states, "Modify the land use regulatory review, permitting, and approval system for consistency with the Growth Management Act and adopted plans to ensure

predictability and allow processing of development permits in a timely and fair manner"; and

WHEREAS, this ordinance is consistent with Implementation Policy 11 of Section 3.3 of the Land Use Element because it clarifies and refines the process for reviewing and approving planned unit developments; and

WHEREAS, this ordinance is consistent with the Comprehensive Plan; and

WHEREAS, in accordance with RCW 36.70A.106 and WAC 365-196-630, a notice of intent to adopt the proposed new development regulations was sent to the State of Washington Department of Commerce and to other state agencies on April 5, 2022 to allow for a sixty-day review and comment period, which comment period ended prior to adoption of this ordinance; and

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act (Chapter 43.21C RCW) on April 5, 2022, pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance (DNS) was issued on April 28, 2022; and

WHEREAS, the Attorney General *Advisory Memorandum and Recommended Process for Evaluating Proposed Regulatory or Administrative Actions to Avoid Unconstitutional Takings of Private Property* (September 2018) was reviewed and utilized by the City in objectively evaluating the proposed amendments; and

WHEREAS, the Planning Commission received a briefing on the proposed code amendments on April 26, 2022, held worksessions on May 10, 2022 and June 14, 2022, and held a public hearing on June 28, 2022; and

WHEREAS, following the public hearing and deliberations, the Planning Commission recommended the proposed code amendments to the Tumwater Municipal Code to the City Council; and

WHEREAS, the General Government Committee held a briefing on the proposed code amendments on July 13, 2022; and

WHEREAS, the Public Works Committee held a briefing on the proposed amendments to the Tumwater Development Guide on July 7, 2022; and

WHEREAS, the City Council discussed the proposed code amendments in a worksession on July 26, 2022 and considered the proposed code amendments on August 1, 2022; and

WHEREAS, the City Council finds that the provisions of this ordinance are in the best interest of and protect the health, safety, and welfare of the residents of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 17.04.385 of the Tumwater Municipal Code is hereby amended to read as follows:

17.04.385 Private street.
"Private street" means a privately owned and maintained vehicular access serving property, which is provided for by an access tract, easement, or other legal means~~roadway owned and maintained by five or more individuals or businesses for the purpose of providing vehicular access to their properties~~.

(Ord. 1308, Added, 10/15/1991)

Section 2. Section 17.04.390 of the Tumwater Municipal Code is hereby amended to read as follows:

17.04.390 Public facilities.
"Public facilities" includes, but is not limited to, streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, parks and open space, recreational facilities, schools, school bus stops, ~~and~~ transit centers, and transit stops.

(Ord. 1308, Added, 10/15/1991)

Section 3. Section 18.07.010 of the Tumwater Municipal Code is hereby amended to read as follows:

18.07.010 Residential zone districts permitted and conditional uses.
If there are any inconsistencies between Table 18.07.010 and the specific requirements in the underlying zoning district, the requirements in the underlying zoning district shall be followed.

TABLE 18.07.010

RESIDENTIAL ZONE DISTRICTS PERMITTED AND CONDITIONAL USES

RESIDENTIAL DISTRICTS Note: See Figure 18.23.020 for residential uses allowed in the TC town center zone district; and Table 18.27.040 for residential uses allowed in the BD brewery district zone	**RSR**	**SFL**	**SFM**	**MFM**	**MFH**	**MHP**	**Applicable Regulations**
Adult family homes, residential care facilities	P	P	P	P	P		18.53
Agriculture up to 30 acres in size	P	P	P	P			18.42.070
Animals (the housing, care and keeping of)	P	P	P	P			6.08
Attached wireless communication facilities	P	P	P	P	P		11.20
Bed and breakfasts	C[1]	C[1]	C[1]	P		C[1]	18.56
Cemeteries	C	C	C	C	C	C	18.56
Child day care center	C	C	C	C	C	C	18.56
Churches	C	C	C	C	C	C	18.56
Community garden	P	P	P	P	P		
Cottage housing	P	P	P	P			18.51
Designated manufactured home parks				P			18.48; 18.49
Designated manufactured homes	P	P	P	P		P	18.48
Duplexes	P[2]	P[2]	P[3]	P			
Emergency communication towers or antennas	C	C	C	C	C	C	18.56; 11.20

TABLE 18.07.010

RESIDENTIAL ZONE DISTRICTS PERMITTED AND CONDITIONAL USES

RESIDENTIAL DISTRICTS Note: See Figure 18.23.020 for residential uses allowed in the TC town center zone district; and Table 18.27.040 for residential uses allowed in the BD brewery district zone	**RSR**	**SFL**	**SFM**	**MFM**	**MFH**	**MHP**	**Applicable Regulations**
Family child care home, child mini-day care center	P	P	P	P	P	P	18.52
Fourplexes				P	P		
Group foster homes	C	C	C	C	C	C	18.56
Inpatient facilities				C	C		18.56
Medical clinics or hospitals				C	C		18.56
Mental health facilities				C	C		18.56
Multifamily dwellings				P	P		
Manufactured home parks in accordance with the provisions of TMC Chapter 18.48						P	18.48
Mobile home parks which were legally established prior to July 1, 2008						P	18.48
Neighborhood community center	C	C	C	C	C	C	18.56
Neighborhood-oriented commercial center		C	C	C	C	C	18.56
Parks, trails, open space areas and recreational facilities	P	P	P	P	P	P	

TABLE 18.07.010

RESIDENTIAL ZONE DISTRICTS PERMITTED AND CONDITIONAL USES

RESIDENTIAL DISTRICTS Note: See Figure 18.23.020 for residential uses allowed in the TC town center zone district; and Table 18.27.040 for residential uses allowed in the BD brewery district zone	**RSR**	**SFL**	**SFM**	**MFM**	**MFH**	**MHP**	**Applicable Regulations**
Planned unit developments		P	P	P	P	P	18.36
Private clubs and lodges			C	C	C		18.56
Recreational vehicle parks				C			18.56
Schools	C	C	C	C	C	C	18.56
Senior housing facilities, assisted				C	C		18.56
Senior housing facilities, independent				P	P		
Single-family detached dwellings	P	P	P			P	
Single-family detached dwellings existing prior to April 15, 2021				P[4]			
~~Single-family detached dwellings and duplexes as part of a PUD planned unit development overlay~~					~~P[5]~~		~~18.36~~
Support facilities	P	P	P	P	P	P	
Temporary expansions of schools, such as portable classrooms	C	C	C	C	C	C	18.56
Townhouses and rowhouses			P[6]	P	P		18.16.050(F)(1)(a)

TABLE 18.07.010

RESIDENTIAL ZONE DISTRICTS PERMITTED AND CONDITIONAL USES

RESIDENTIAL DISTRICTS Note: See Figure 18.23.020 for residential uses allowed in the TC town center zone district; and Table 18.27.040 for residential uses allowed in the BD brewery district zone	**RSR**	**SFL**	**SFM**	**MFM**	**MFH**	**MHP**	**Applicable Regulations**
Triplexes				P	P		
Wildlife refuges and forest preserves	P	P	P	P	P		
Wireless communication towers	C	C	C	C	C	C	11.20; 18.56

LEGEND

P = Permitted Use

C = Conditional Use

RSR = Residential/Sensitive Resource

SFL = Single-Family Low Density Residential

SFM = Single-Family Medium Density Residential

MFM = Multifamily Medium Density Residential

MFH = Multifamily High Density Residential

MHP = Manufactured Home Park

Table 18.07.010 Footnotes:

(1) "Bed and breakfasts" with only one guest room are a permitted use, but are subject to the notice of application requirements in TMC Chapter 14.06 to allow for public notice for neighbors and an appeal of the administrative decision to the hearing examiner.

(2) "Duplexes" are allowed in the residential/sensitive resource (RSR) and single-family low density residential (SFL) zone districts. Such uses shall not occupy more than twenty percent of the total lots in a new short plat or subdivision, which was legally established after April 15, 2021. In such cases, the community development director shall have the discretion to alter the percentage in order to allow the new

short plat or subdivision to meet minimum required densities due to topography or other special conditions related to the site, such as critical areas.

(3) "Duplexes" are allowed in the single-family medium density residential (SFM) zone district. Such uses shall not occupy more than thirty percent of the total lots in a new short plat or subdivision, which was legally established after April 15, 2021. In such cases, the community development director shall have the discretion to alter the percentage in order to allow the new short plat or subdivision to meet minimum required densities due to topography or other special conditions related to the site, such as critical areas.

(4) Single-family detached dwellings constructed after April 15, 2021~~,~~ are not allowed in the multifamily medium density residential (MFM) zone district~~, except as part of a PUD planned unit development overlay as regulated by TMC Chapter 18.36 if the site to be developed has more than one zone district~~.

~~(5) Single-family detached dwellings and duplexes are not allowed in the multifamily high density residential (MFH) zone district, except as part of a PUD planned unit development overlay as regulated by TMC Chapter 18.36 if the site to be developed has more than one zone district.~~

(5~~6~~) "Townhouses and rowhouses" are allowed within a residential planned unit development in the single family medium density residential (SFM) zone district.

Table 18.07.010 Explanatory Notes:

1. If the box is shaded, the use is not allowed in that zone district.

2. Accessory uses are listed in each zoned district chapter.

(O2020-005, Amended, 03/16/2021; Ord. O2020-003, Amended, 09/15/2020; Ord. O2019-007, Amended, 09/03/2019; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-006, Added, 07/18/2017)

Section 4. Section 18.07.030 of the Tumwater Municipal Code is hereby amended to read as follows:

18.07.030 Industrial zone districts permitted and conditional uses.
If there are any inconsistencies between Table 18.07.030 and the specific requirements in the underlying zoning district, the requirements in the underlying zoning district shall be followed.

TABLE 18.07.030

INDUSTRIAL ZONE DISTRICTS PERMITTED AND CONDITIONAL USES

INDUSTRIAL DISTRICTS **Note: See Table 18.27.040 for industrial uses allowed in the BD brewery district zone**	**LI**	**HI**	**ARI**	**Applicable Regulations**
Agriculture	P		P	
All industrial activities involving the manufacture, assembly, bulk storage, processing, repair, recycling or servicing of goods or products		P		
Animal clinics or hospitals	P	C		18.56
Attached wireless communication facilities	P	P	P	11.20
Automobile repair facilities	P		P	
Automobile service stations	P	P	P	
Aviation, aviation related uses, aviation fueling facilities			P	18.34.020(A); 18.34.020(F)
Breweries, wineries, distilleries, and associated restaurants	P		P	
Cemeteries	C	C		18.56
Child day care center	P	C	P	18.52; 18.56
Child mini-day care center	P	C	P	18.52
Community gardens	P	P	P	
Crematories	P	P	P	
Cross-dock facilities, 50,000 square feet or smaller in size	P	P	P	
Electric vehicle infrastructure	P	P	P	

INDUSTRIAL DISTRICTS **Note: See Table 18.27.040 for industrial uses allowed in the BD brewery district zone**	LI	HI	ARI	Applicable Regulations
Emergency communication towers or antennas	C	C	C	18.56
Emergency housing			P	18.42.150
Emergency shelter			P	18.42.150
Energy systems			P	
Equipment rental and sales	P	P	P	
Family child care home	P	C		18.52; 18.56
Farmers markets	P	P	P	
Food truck or trailer courts	P	P	P	18.42.120
Food trucks or trailers	P	P	P	18.42.120
Hotel/motel and conference facilities			P	
Kennels	P		P	
Marijuana retailer	P		P	18.42.080
Marijuana processor, within a fully enclosed secure indoor structure only	C		C	18.42.080
Marijuana producer, within a fully enclosed secure indoor structure only	C		C	18.42.080
Mineral extraction		P		
Mini-storage	P		P	
Motor freight terminals, 50,000 square feet or smaller in size	P	P	P	
Motor pool and equipment parking	P		P	
Motor vehicle sales facilities	P		P	18.42.090

INDUSTRIAL DISTRICTS **Note: See Table 18.27.040 for industrial uses allowed in the BD brewery district zone**	LI	HI	ARI	Applicable Regulations
Motorsports facility – Indoor	P		P	
Motorsports sales facility	P		P	
Nurseries, retail or wholesale	P		P	18.24.020(P)
Offices	P		P	
Off-site hazardous waste treatment and storage facilities	P	P	C	18.24.020(L); 18.56
Park and ride facilities	P	P	P	
Parks, open space areas and recreational facilities	P	C	P	18.56
Permanent supportive housing			P	18.42.150
Personal and professional services	P		P	
Planned unit developments not including residential uses	P	P	P	18.36
Post offices, museum, library, art gallery	P		P	
Prisons, jails or other correctional facilities	C	C	C	18.56
Private post-secondary education facilities			C	18.56
Recycling collection centers	C	P		18.25.020(A); 18.56
Residential care facilities	P		P	18.34.020(O)
Restaurants	P		P	
Retail sale of goods or products manufactured on the premises, or utilized in manufacturing, repairing, or		P	P	

INDUSTRIAL DISTRICTS **Note: See Table 18.27.040 for industrial uses allowed in the BD brewery district zone**	LI	HI	ARI	Applicable Regulations
servicing activities which are permitted in the same zoning district				
Schools, other than through the eighth grade	P			
Schools on parcels abutting residential zones and outside of air hazard areas			P	
Secure community transition facilities	C			18.56
Sewage treatment facilities	C	C	C	18.56
Sexually oriented businesses	P		P	18.04; 18.42.050
Solid waste handling facilities	C	C	C	18.56
State education facilities	C		C	18.56
Storage, manufacture or sale of highly volatile or extremely hazardous substances or materials other than airport fueling facilities			C	18.56
Support facilities	P	P	P	
Taverns, cocktail lounges	P			
Temporary expansions of schools, such as portable classrooms	P		P	
The raising of crops, including trees			P	18.34.020(J)
Transit facilities	P		P	
Transitional housing			P	18.42.150
Transportation facilities, large scale or regional	C	C	C	18.56
Transportation terminal facilities	P	P	P	

INDUSTRIAL DISTRICTS **Note: See Table 18.27.040 for industrial uses allowed in the BD brewery district zone**	LI	HI	ARI	Applicable Regulations
Truck stops or travel centers[3]	P[3]			
Uses having to do with buying, selling, and personal and professional services or offices, or of a general commercial nature	P			
Warehouse distribution centers[4]	P		P	18.42.110
Warehouses, nondistribution, 200,000 sq. ft. or smaller in size	P	P	P	
Warehouses, nondistribution, larger than 200,000 sq. ft. in size[4]	P		P	18.42.110
Wholesaling, manufacturing, assembling, repairing, fabricating, or other handling of products and equipment	P	P	P	
Wildlife refuges and forest preserves	P		P	
Wireless communication towers	P	P	P	11.20
Wrecking yards and junk yards		C		18.56

LEGEND

P = Permitted Use

C = Conditional Use

LI = Light Industrial

HI = Heavy Industrial

ARI = Airport Related Industrial

Table 18.07.030 Explanatory Notes:

1. If the box is shaded, the use is not allowed in that zone district.

2. Accessory uses are listed in each zoned district chapter.

3. Truck stops or travel centers are limited to an area within one-half mile of the Interstate 5 and 93rd Avenue SW interchange.

4. All warehouse distribution centers regardless of size and nondistribution warehouses that are larger than 200,000 sq. ft. in size are subject to the requirements of TMC 18.42.110.

(O2021-019, Amended, 01/18/2022; Ord. O2019-020, Amended, 11/19/2019; Ord. O2019-007, Amended, 09/03/2019; Ord. O2019-019, Amended, 07/23/2019; Ord. O2019-018, Amended, 04/02/2019; Ord. O2018-025, Amended, 12/18/2018; Ord. O2018-007, Amended, 10/16/2018; Ord. O2017-023, Amended, 07/17/2018; Ord. O2017-022, Amended, 12/05/2017; Ord. O2017-006, Added, 07/18/2017)

Section 5. Section 18.14.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.14.020 Permitted uses.
Permitted uses in the MFM district are as follows:

A. Single-family detached dwellings which were legally established prior to April 15, 2021;*

B. Duplexes;

C. Triplexes;

D. Fourplexes;

E. Townhouses and rowhouses;

F. Multifamily dwellings;

G. Cottage housing;

H. Designated manufactured homes on single lots of record, and in designated manufactured home parks, in accordance with the provisions of TMC Chapter 18.48;

I. Designated manufactured home parks;

J. Senior housing facilities, independent;

K. Parks, trails, open space areas, and recreational facilities;

L. Support facilities;

M. Planned unit developments;

N. Family child care home; child mini-day care center, subject to TMC Chapter 18.52;

O. Adult family homes, residential care facilities;

P. Any combination of the permitted uses listed in this section may be combined on one site, in accordance with the provisions of TMC 18.14.050;

Q. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;**

R. Bed and breakfasts;

S. Agriculture uses up to thirty acres in size, which were established prior to January 1, 2011, subject to TMC 18.42.070;

T. Community gardens;

U. The housing, care and keeping of animals consistent with the requirements of TMC Chapter 6.08;

V. Wildlife refuges and forest preserves;

W. Permanent supportive housing, subject to TMC 18.42.150;

X. Transitional housing, subject to TMC 18.42.150.

*Single-family detached dwellings constructed after April 15, 2021~~,~~ are not allowed in the multifamily medium density residential (MFM) zone district~~, except as part of a PUD planned unit development overlay as regulated by TMC Chapter 18.36 if the site to be developed has more than one zone district~~.

**Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2021-019, Amended, 01/18/2022; Ord. O2020-005, Amended, 03/16/2021; Ord. O2020-003, Amended, 09/15/2020; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2010-029, Amended, 06/07/2011; Ord. O2011-002, Amended, 03/01/2011; Ord. O2010-005, Amended, 09/07/2010; Ord. O2005-011, Amended, 07/05/2005; Ord. O2001-012, Amended, 03/19/2002; Ord. O2000-004, Amended, 07/18/2000; Ord. O97-019, Amended, 06/17/1997; Ord. O95-035, Added, 12/19/1995)

Section 6. Section 18.16.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.16.020 Permitted uses.

Permitted uses in the MFH district are as follows:

~~A. Single-family detached dwellings and duplexes are permitted only as part of a PUD planned unit development overlay as regulated by TMC Chapter 18.36 if the site to be developed has more than one zone district;~~

A~~B~~. Triplexes;

B~~C~~. Fourplexes;

C~~D~~. Multifamily dwellings;

D~~E~~. Parks, trails, open space areas, and recreational facilities;

E~~F~~. Support facilities;

FG. Planned unit developments;

GH. Family child care home; child mini-day care center, subject to TMC Chapter 18.52;

HI. Adult family homes, residential care facilities;

IJ. Senior housing facilities, independent;

JK. Any combination of the permitted uses listed in this section may be combined on one site, in accordance with the provisions of TMC 18.16.050;

KL. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;*

LM. Townhouses and rowhouses;

MN. Community gardens;

NO. Wildlife refuges and forest preserves;

OP. Permanent supportive housing, subject to TMC 18.42.150;

PQ. Transitional housing, subject to TMC 18.42.150.

*Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2021-019, Amended, 01/18/2022; Ord. O2020-005, Amended, 03/16/2021; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2010-029, Amended, 06/07/2011; Ord. O2011-002, Amended, 03/01/2011; Ord. O2010-005, Amended, 09/07/2010; Ord. O98-001, Amended, 09/15/1998; Ord. O97-019, Amended, 06/17/1997; Ord. O95-035, Added, 12/19/1995)

Section 7. Section 18.34.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.34.020 Permitted uses.

Permitted uses in the ARI district are as follows:

A. Aviation and aviation-related uses;

B. Wholesaling, manufacturing, assembling, repairing, fabricating, or other handling of products and equipment;

C. Warehouse distribution centers, subject to the requirements of TMC 18.42.110;

D. General retail, personal and professional services;

E. Offices;

F. Aviation fueling facilities;

G. Motor pool and equipment parking;

H. Park and ride facilities;

I. Transit facilities;

J. The raising of crops, including trees;

K. Hotel/motel and conference facilities;

L. Support facilities;

M. Parks, open space areas, and recreational facilities;

N. Post offices;

O. Child day care center, child mini-day care center;

P. Schools on parcels abutting residential zones and outside of the airport hazard area subject to the provisions of TMC Chapter 18.56;

Q. Sexually oriented businesses subject to the provisions of TMC 18.42.050;

R. Retail and wholesale nurseries or greenhouses;

S. Museums, libraries, art galleries;

T. Transportation terminal facilities;

U. Restaurants;

V. Automobile service stations;

W. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;*

X. Wireless communication towers;*

Y. Motor vehicle sales facilities, subject to the requirements set forth in TMC Chapter 18.42;

Z. Equipment rental and sales facilities;

AA. Motorsports facility – indoor;

BB. Motorsports sales facility;

CC. Auto repair facilities;

DD. Crematories;

EE. Electric vehicle infrastructure;

FF. Agriculture;

GG. Community gardens;

HH. Farmers markets;

II. Marijuana retailer;

JJ. Breweries, wineries, distilleries;

KK. Kennels;

LL. Mini-storage;

MM. Wildlife refuges and forest preserves;

NN. Temporary expansions of schools, such as portable classrooms;

OO. Cross-dock facilities, fifty thousand square feet or smaller in size;

PP. Motor freight terminals, fifty thousand square feet or smaller in size;

QQ. Warehousing, nondistribution, two hundred thousand square feet or smaller in size;

RR. Warehousing, nondistribution, larger than two hundred thousand square feet in size, subject to the requirements of TMC 18.42.110;

SS. Energy systems;

TT. Food trucks or trailers in accordance with TMC 18.42.120;

UU. Food truck or trailer courts in accordance with TMC 18.42.120;

VV. Permanent supportive housing, subject to TMC 18.42.150;

WW. Transitional housing, subject to TMC 18.42.150;

XX. Emergency housing, subject to TMC 18.42.150;

YY. Emergency shelter, subject to TMC 18.42.150;

ZZ. Planned unit developments not including residential uses.

*Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for

wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2021-019, Amended, 01/18/2022; Ord. O2019-020, Amended, 11/19/2019; Ord. O2019-007, Amended, 09/03/2019; Ord. O2018-025, Amended, 12/18/2018; Ord. O2018-007, Amended, 10/16/2018; Ord. O2017-023, Amended, 07/17/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2016-023, Amended, 01/03/2017; Ord. O2016-006, Amended, 06/07/2016; Ord. O2014-012, Amended, 08/19/2014; Ord. O2013-025, Amended, 01/07/2014; Ord. O2013-013, Amended, 10/01/2013; Ord. O2010-029, Amended, 06/07/2011; Ord. O2010-015, Amended, 09/07/2010; Ord. O2008-017, Amended, 10/21/2008; Ord. O2008-016, Amended, 09/16/2008; Ord. O2006-037, Amended, 03/04/2008; Ord. O2003-001, Amended, 02/18/2003; Ord. O2000-004, Amended, 07/18/2000; Ord. O98-009, Amended, 10/20/1998; Ord. O97-019, Amended, 06/17/1997; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

Section 8. Chapter 18.36 of the Tumwater Municipal Code is hereby amended to read as follows:

Chapter 18.36

PUD PLANNED UNIT DEVELOPMENT ~~OVERLAY~~

18.36.010 Intent.

~~A.~~ The intent of ~~the~~ a planned unit development ~~(PUD) overlay zoning district~~ is to offer flexibility to the applicant in exchange for tangible benefits to the city and the public.

A. Through the planned unit development process, the applicant is given flexibility in regard to site design, placement of buildings, use of required open spaces, setbacks, lot sizes and dimensions, and otherwise better utilize the potential of sites characterized by special features, such as geography, topography, size or shape.

B. In exchange, the applicant shall provide at least two points from the following list of tangible benefits to the city and the public for projects that provide twenty or more residential dwelling units or industrial, commercial, or institutional projects that are twenty acres or more in size. For projects that provide less than twenty residential dwelling units or industrial, commercial, or institutional projects that are less than twenty acres in size, the applicant shall provide at least one point from the following list of tangible benefits to the city and the public:

1. 1.0 point: Provide enhanced useable parks and open space as a result of the planned unit development. Both the applicant and the city shall agree upon the location, size, and extent of the enhanced useable parks and open space;

2. 1.0 point to 2.0 points: Provide significant public facilities or other public amenities that could not be required by the city for development of the subject property without a planned unit development. Both the applicant and the city

shall agree upon the type of significant public facility or amenity, the size, location, and other pertinent aspects, as well as the number of points for the significant public facility or other public amenity. Significant public facilities or other public amenities shall not include the minimum public facilities and public improvements already required of the development;

3. 1.0 point: Go significantly beyond the minimum requirements for critical area protections to preserve, enhance, or rehabilitate critical areas and buffers in the planned unit development. Both the applicant and the city shall agree upon the location, size, and extent of the additional protection, enhancement, or rehabilitation;

4. 1.0 point: Dedicate a site containing a building, structure, site, object, or district on a register of historic places to the city or a qualifying nonprofit organization capable of restoring and/or maintaining the premises to standards set by Washington State Office of Archaeology and Historic Preservation;

5. 2.0 points: Incorporate energy systems, as defined in TMC 18.04.050, that produce energy from nondepletable energy sources that will result in at least fifty percent or more of the energy needs for the planned unit development being met. Both the applicant and the city shall agree upon the type and conditions for the energy systems provided;

6. 2.0 points: Build passive residential dwelling units that meet the Passive Home Institute US (PHIUS) standards, which will result in fifty percent or more of the total dwelling units in the planned unit development qualifying as passive homes. Both the applicant and the city shall agree whether the PHIUS standards for passive homes are addressed;

7. 1.0 point: Go significantly beyond the minimum required energy efficiency requirements for at least fifty percent or more of the energy needs of the planned unit development. Both the applicant and the city shall agree upon how the project goes beyond the minimum required energy efficiency requirements;

8. 2.0 points: Provide at least twenty percent or more of the total dwelling units in the planned unit development as permanently affordable housing consistent with TMC 18.42.140(D)-(K); and

9. 1.0 point to 2.0 points: Provide any other public facility, feature, item, project, or amenity proposed by the applicant that the City agrees meets the intent of this section. Both the applicant and the city shall agree upon the type of other public facility, feature, item, project, or amenity, the size, location, and other pertinent aspects.

C. For tangible benefits that have a range of potential points, both the applicant and the city shall agree upon the number of points assigned.

~~encourage new development not limited by the strict application of this title. The hearing examiner may approve, disapprove or modify the proposal submitted by an applicant.~~

~~B. More specifically, it is the purpose of this chapter to:~~

~~1. Encourage flexibility in design and development that will result in a more efficient and desirable use of land;~~

~~2. Permit flexibility of design, placement of buildings, use of required open spaces, circulation facilities, off-street parking areas, and otherwise better utilize the potential of sites characterized by special features, such as geography, topography, size or shape;~~

~~3. Provide for maximum efficiency in layout of streets, utility networks, and other public improvements;~~

~~4. Produce an integrated or balanced development of mutually supportive uses that might otherwise be inharmonious or incongruous; and~~

~~5. Provide a guide for developers and city officials who review and approve developments meeting the standards and purposes of this chapter.~~

(Ord. O2000-004, Amended, 07/18/2000; Ord. O95-035, Amended, 12/19/1995; Ord. 883, Added, 05/06/1984)

18.36.020 ~~Overlay~~ Planned unit development and zoninge.

~~Planned unit development, approved in accordance with the procedures of this chapter, shall be an overlay zone and the uses are limited to those which are allowed in the underlying zone district.Planned unit developments shall be required where this overlay zone appears on the Tumwater zoning map.~~

A. Planned unit developments ~~also~~ are permitted in all zon~~e~~~~ing~~ districts except greenbelt (GB), open space (OS), residential/sensitive resource (RSR) due to the extreme sensitivity of the areas to environmental disturbance, and historic commercial (HC)~~, and airport related industry (ARI)~~.

B. The approval of a final planned unit development shall modify and supersede the regulations of the underlying zone district, as outlined in this chapter, in accordance with the requirements and allowances of the Tumwater municipal code.~~except in the case of allowable uses.~~

C. The minimum project size for a planned unit development is one gross acre. Planned unit developments must still meet applicable development requirements such as minimum density, parking standards, land coverage limits, and stormwater regulations, subject to the requirements and allowances of this chapter.

(Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Amended, 12/19/1995; Ord. 883, Added, 05/06/1984)

18.36.030 ~~Procedure for I~~initiation~~ – Application – Fee~~.

A preliminary p~~P~~lanned unit development ~~projects~~ may be initiated by any owner or group of owners of property acting jointly, or as a developer authorized to act as agent for an owner or group of owners. ~~Such application shall be made on the forms provided by the community development department, together with a filing fee as established by resolution of the city council, no part of which is refundable.~~

(Ord. O2011-002, Amended, 03/01/2011; Ord. O2000-004, Amended, 07/18/2000; Ord. O95-035, Amended, 12/19/1995; Ord. 1147, Amended, 12/15/1987; Ord. 883, Added, 05/06/1984)

18.36.040 ~~Application—Supporting documentation~~Application.
Applications for a preliminary planned unit development shall be made on the forms provided by the community development department. Applications shall include all the items on the application checklist, together with an application fee as established by resolution of the city council, no part of which is refundable. Additions or deletions to the contents of the application may be made by the community development director. The application for a preliminary planned unit development shall also include and address all these items:

A. A description of how the development meets the requirements of TMC 18.36.010;

B. How the planned unit development relates to the surrounding area. This would include a description of any existing adjacent development and address how the proposed development would be consistent with existing adjacent development. If the existing adjacent development is not consistent with the existing comprehensive plan designations and zone districts then a comparison of the proposed development with the intent of the adjacent comprehensive plan designations and zone districts is acceptable;

C. If there is more than one underlying zone district then the application must include:

1. A map showing the existing zone district locations, sizes, and densities within the planned unit development. This can be augmented with a table or description in addition to a map; and

2. A map showing the proposed locations of the zone districts within the planned unit development. The borders, areas with sizes in acres, and proposed locations of the zone districts shall be shown graphically on the site plan. The borders shall follow the proposed tract or lot lines and the centerlines of streets and alleys of the planned unit development in a balanced, cohesive, and interrelated manner that does not create irregular areas.

a. The planned unit development process cannot modify the sizes of the original comprehensive plan designations on the comprehensive plan land use designation map or the zone districts on the zoning map without an amendment approved by the process in TMC 18.60.

b. The planned unit development process cannot modify the densities of the original comprehensive plan designations and zone districts without an amendment approved by the process in TMC 18.60;

D. How the planned unit development is being accessed and how internal circulation will be addressed. This shall include multimodal considerations;

E. The location and size of critical areas and their buffers on or within 300 feet of the project site. Protection measures shall be described or shown on a map;

F. The location and size of open space, parks, and landscaped areas and how they serve the development;

G. The location of stormwater facilities;

H. SEPA environmental review;

I. Covenants for ongoing maintenance of common areas and stormwater facilities;

J. If the planned unit development will be phased, a map of the proposed phasing, a description of the proposed phasing timeline, and the general type and location of the development to occur in each phase consistent with TMC 18.36.090;

K. How the planned unit development relates to adjacent properties under similar ownership. This can include future development plans, if known; and

L. How the planned unit development allows for future development or redevelopment of neighboring properties. This should address, but it is not limited to, access, circulation, sizing and location of utilities, type and locations of stormwater facilities, and locations of structures.

~~An application for a planned unit development shall be accompanied by the following:~~

~~(Note: See TMC Chapter 15.44 for complete information on vesting of development rights.)~~

~~A. A vicinity sketch showing location of the site and its relationship to surrounding areas, including existing streets, driveways, major physiographic features such as railroads, lakes, streams, shorelines, schools, parks and other prominent features;~~

~~B. A map or maps of the site at a scale not smaller than one hundred feet to the inch, showing at least, but not limited to, the following items:~~

~~1. Site boundaries,~~

~~2. Streets bounding or abutting the site,~~

~~3. Proposed buildings, including dimensions, identification of types, and the number of dwelling units in each residential type,~~

~~4. Location and dimension of all common open space,~~

~~5. Location, dimension and design of off-street parking facilities showing points of ingress to and egress from the site,~~

~~6. Existing buildings and indication of future use or disposition,~~

~~7. Landscaping plans, and~~

~~8. Proposed land use and densities;~~

~~C. A written statement for development setting out detailed information concerning the following subjects as they may be involved in the development, including, but not limited to, the following items:~~

~~1. Proposed ownership method,~~

~~2. Proposed operation and maintenance of the development and landscaping,~~

~~3. General timetable for development,~~

~~4. Provisions to assure permanence and maintenance of common open space through homes association formation, condominium development, or other means acceptable to the city.~~

(Amended during 2011 reformat; O95-035, Amended, 12/19/1995; Ord. 883, Added, 05/06/1984)

18.36.050 ~~Public hearing – Criteria for decision~~Environment.

The provisions of TMC Title 16 may not be modified by a planned unit development, except modifications consistent with TMC 18.36.010(B)(3).

~~The application for a planned unit development shall be heard before the hearing examiner of the city at a duly published public meeting. The hearing examiner's decision to approve or deny the development shall be based on at least, but not limited to, the following criteria:~~

~~A. Substantial conformance to the Tumwater comprehensive plan;~~

~~B. The proposal's harmony with the surrounding area or its potential future use; and~~

~~C. The adequacy of the size of the proposed overlay to accommodate the contemplated developments.~~

(Ord. O95-035, Amended, 12/19/1995; Ord. 1259, Amended, 11/06/1990; Ord. 883, Added, 05/06/1984)

18.36.060 ~~Appeal~~Land division and review process.

If a planned unit development involves land division then it shall be subject to the platting and procedural requirements of TMC Title 17 and the restrictions and allowances of this chapter.

~~The decision of the hearing examiner shall be final unless appealed to superior court in accordance with the provisions of TMC 2.58.150.~~

(Ord. O2014-018, Amended, 12/16/2014; Ord. O95-035, Amended, 12/19/1995; Ord. 1259, Added, 11/06/1990)

18.36.070 ~~Standards – Bond~~Modification of development requirements.

A planned unit development may only modify the development requirements of TMC Title 12 and TMC Title 18 consistent with this section. If a development requirement is not addressed in this section, it shall not be modified by a planned unit development.

A. Zone District.

1. The type and size of the underlying zone district designated by the zoning map shall not be modified by a planned unit development.

2. Some individual development standards of the underlying zone district may be modified by this section.

B. Planned unit developments with multiple underlying zone districts.

1. A planned unit development may move the location of underlying zone districts as part of the planned unit development process, but the type and size of each of the underlying zone districts shall remain the same and follow the requirements of TMC 18.36.040(C).

2. Some individual development standards of the underlying zone districts may be modified by this section.

C. Densities. Densities established by the underlying zone district shall not be altered by a planned unit development.

D. Uses.

1. A planned unit development is limited to the permitted, accessory, or conditional uses established by the underlying zone district.

2. If a proposed use in a planned unit development requires a conditional use permit, a separate conditional use permit shall be obtained consistent with the process in TMC 18.56.

E. Setbacks.

1. Setbacks established by the underlying zone district shall prevail on the perimeter boundary lines of a planned unit development.

2. A planned unit development may modify internal setbacks within the planned unit development.

F. Lot sizes. Lot sizes as specified by the underlying zone district may be modified by up to twenty-five percent by a planned unit development, either larger or smaller, provided the densities of the underlying zone district are met.

G. Land Coverage. Maximum land coverage as established by the underlying zone district may be exceeded by no more than twenty-five percent by a planned unit development.

H. Structure height. Structure height requirements as established by the underlying zone district shall not be modified by a planned unit development.

I. Yards. Yards as specified by the underlying zone district may be reduced by up to twenty-five percent by a planned unit development, provided the land coverage requirements of the underlying zone district are met.

J. Parks and open space area. In addition to the park and open space dedication requirements of TMC 17.12.210 or TMC 18.42.130, as applicable, the planned unit development may provide additional park and open space areas consistent with TMC 18.36.010.

K. Parking. Parking requirements shall not be modified by a planned unit development.

L. Landscaping. Landscaping requirements shall not be modified by a planned unit development.

M. Citywide design guidelines. Citywide design guidelines shall not be modified by a planned unit development.

N. Tumwater development guide. Requirements of the Tumwater development guide shall not be modified by a planned unit development, except as noted in TMC 18.36.080.

O. Signage. Signage requirements shall not be modified by a planned unit development.

P. Stormwater. Stormwater requirements shall not be modified by a planned unit development.

Q. Provisions of this chapter. The requirements of this chapter shall not be modified by a planned unit development.

R. Procedural requirements. Procedural requirements shall not be modified by a planned unit development.

~~A. The developer shall bear the responsibility of creating a perimeter transition sufficient to protect the interests of the surrounding property owners, the neighborhood, and the city as a whole, in a manner and to a degree as specified by the hearing examiner.~~

~~B. Planned unit development projects shall be complete developments and may be required to include facilities such as paved streets, curbs, sidewalks, street lights, drainage, open space, sanitary sewer, underground power and telephone lines, landscaping, screening, signs, and off-street parking in conformance with the requirements and allowances of the hearing examiner.~~

~~C. The applicant shall furnish the city with a performance bond or other acceptable surety approved by the city attorney, guaranteeing installation of specified public improvements and landscaping.~~

(Ord. O95-035, Amended, 12/19/1995; Ord. 1259, Amended, 11/06/1990; Ord. 883, Added, 05/06/1984)

18.36.080 ~~Exemption from zoning requirements~~Public and private streets.

A. Public streets shall be required in a planned unit development except as allowed in TMC 18.36.080(B).

B. Private streets.

1. A private street may only serve four or fewer residential dwelling units, unless all of the dwelling units meet the federal definition of low income, then the private street may serve up to nine detached single family dwellings or up to thirty-five attached single family or multifamily dwelling units.

2. A private street may serve up to four businesses on separate parcels, or up to four businesses situated on one parcel.

3. The private street must meet the minimum design standards and requirements for private streets in the Tumwater development guide.

~~A planned unit development shall be exempt from the minimum zoning ordinance requirements, except as provided for below:~~

~~A. Minimum Project Size. There is no minimum project size for a planned unit development.~~

~~B. Project Densities. Densities established by the underlying zone district shall prevail.~~

~~C. Setbacks. Project setbacks as required by the underlying zoning district shall prevail on all perimeter boundary lines.~~

~~D. Land Coverage. Maximum land coverage as established by the underlying zone district may be exceeded by no more than twenty-five percent.~~

~~E. Uses Allowed. The use of the development shall be limited to those allowed either as permitted, accessory, or conditional uses in the underlying zones.~~

~~F. Open Space/Park. The open space/park dedication requirements of the underlying zoning district shall prevail.~~

~~G. Design Review Guidelines. The design review guideline requirements shall prevail.~~

(Ord. O2019-007, Amended, 09/03/2019; Ord. O96-021, Amended, 12/02/1997; Ord. O96-022, Amended, 12/19/1996; Ord. O95-035, Amended, 12/19/1995; Ord. 883, Added, 05/06/1984)

18.36.090 ~~Exemption from subdivision requirements~~Phasing of planned unit developments.

A. Planned unit developments containing more than one hundred dwelling units or commercial or industrial planned unit developments covering more than twenty acres are eligible to attain preliminary planned unit development approval in phases. Phased approval of preliminary planned unit developments is limited to developments with at least two but not more than four phases.

B. The application shall show the number of phases, the area each phase encompasses, and the sequence for development of the various phases. A submittal for a phased development shall demonstrate how transportation, access, traffic, stormwater, parks and open space, critical areas, and utilities will be addressed for all phases of the development.

C. Hearing examiner review.

1. Upon receipt of the recommendation from the development review committee, the hearing examiner shall review the phased preliminary planned unit development in accordance with this section as part of a consolidated hearing according to TMC 18.36.100(B).

2. At the hearing, the hearing examiner shall consider and may alter any part of the proposed phased development.

3. The hearing examiner may approve, approve with conditions, or disapprove the phasing plan in a decision as part a consolidated hearing according to TMC 18.36.100(B).

D. The period between the date of the preliminary approval of the phased planned unit development by the hearing examiner and the date of filing for final approval for the first phase shall be consistent with TMC 18.36.170.

E. Construction plans for each phase of a phased development shall include transportation, utilities, and stormwater management facilities that comply with all state and local requirements in effect at the beginning of the period allotted for that phase.

F. Applications for approval for each successive phase must be submitted within three years of the submittal for final approval on the previous phase and within the other timelines as established by the Tumwater municipal code and TMC 18.36.170.

~~A planned unit development shall be exempt from the platting and procedural requirements of the subdivision ordinance, except that when the planned unit development is a part of a larger ownership and is intended for individual ownership, sale or public dedication, or if any parcel of land within a planned unit development is intended for individual ownership, sale or public dedication, the platting and procedural requirements of the subdivision ordinance and applicable state laws pertaining to the subdivision, and conveyance of land and the preparation of maps shall be followed.~~

(Ord. O98-009, Amended, 10/20/1998; Ord. O95-035, Amended, 12/19/1995; Ord. 883, Added, 05/06/1984)

18.36.100. Public hearing – Preliminary planned unit development

A. Upon receipt of the recommendation from the development review committee, a public hearing shall be set before the hearing examiner on the preliminary planned unit development. At the conclusion of the public hearing, the hearing examiner may approve, approve with conditions, deny, or continue the matter. A preliminary planned unit development shall only be approved if it meets the criteria in TMC 18.36.110.

B. If a project with a preliminary planned unit development requires a public hearing for phasing according to TMC 18.36.090, a land division approval, a

conditional use permit, a variance, and/or another action that requires a hearing, the hearings should be consolidated.

18.36.110 Public hearing – Criteria for decision.
In determining whether to approve or disapprove the proposed preliminary planned unit development project, the hearing examiner shall determine if the preliminary planned unit development provides for and meets all these criteria:

A. Substantial conformance to the Tumwater comprehensive plan;

B. Conformance to the Tumwater municipal code and Tumwater development guide;

C. The quantifiable public benefits required by TMC 18.36.010;

D. The public health, safety, and general welfare;

E. The adequacy of the size of the proposed planned unit development to accommodate the contemplated developments;

F. Adequate access to the project site for all users of the project including the public, if applicable;

G. Appropriate access for public safety such as fire protection and police services; and

H. Adequate mitigation measures for impacts associated with the physical characteristics of the site such as groundwater, stormwater, floodplains, critical areas, steep slopes, and critical habitat.

18.36.120 Appeal.
The decision of the hearing examiner shall be final unless appealed to superior court in accordance with the provisions of TMC 2.58.150.

18.36.130 Final planned unit development approval.
Final approval of the planned unit development will not be issued until all requirements listed in the hearing examiner decision have been met. Certificate(s) of occupancy shall not be issued until final approval unless the community development director, or their designee, determines it is in the best interest of the city. The city and the applicants must agree on a reasonable deadline for obtaining final approval for the planned unit development. Failure of the applicants to obtain final approval prior to the agreed upon date shall result in revocation of the certificate(s) of occupancy.

18.36.140 Minor modifications.
Minor modifications to a planned unit development may be administratively approved provided they meet all these conditions:

A. The modification will not have the effect of reducing required landscaped area, or reducing or encroaching into required buffer areas or reducing the amount of required open space or parks in the planned unit development;

B. The modification will not have the effect of increasing the residential density of the planned unit development;

C. The modification will not have the effect of increasing the area devoted to nonresidential uses in the planned unit development; and

D. The modification will not increase any adverse impacts or undesirable effects of the project, or that the modification in no way significantly alters the project.

18.36.150 Major Modifications.

A. Modifications to planned unit developments that do not meet the all the conditions of TMC 18.36.140 shall be considered major modifications.

B. A public hearing shall be required before the hearing examiner and follow the requirements of TMC 18.36.100 and TMC 18.36.110.

18.36.160 Vesting of planned unit developments.

A. Planned unit developments that involve land division are vested when a complete land division application has been submitted to the community development department.

B. Planned unit developments that do not involve land division vest when a complete building permit application has been submitted to the community development department after preliminary planned unit development approval is granted consistent with TMC 18.36.100.

18.36.170 Duration of approval for planned unit developments.

A. Preliminary approval of a planned unit development by the hearing examiner is valid for a period of five years.

B. An initial one-year extension, which has been filed at least thirty days prior to the expiration of the period of approval, may be granted by the community development director or his/her designee upon a finding that the applicant has attempted in good faith to complete the final planned unit development within the period of approval. Submittal of complete engineering plans for the project and the start of construction prior to the expiration of the approval period time limit shall constitute a good faith effort.

C. Two additional one-year extensions may be administratively granted, which shall be reviewed for compliance with these criteria:

1. The applicant has pursued submitting the final land division in good faith. Submittal of complete engineering plans and the start of construction for the project prior to the expiration of the approval period time limit shall constitute a good faith effort on the part of the applicant;

2. There have been no amendments to the comprehensive plan, zoning ordinance, development standards or other applicable codes which are inconsistent with the approved preliminary planned unit development, unless such amendments can be incorporated into the existing preliminary planned unit development without

significantly altering the project as originally approved by the hearing examiner; and

3. There are no other significant changed conditions that would render the planned unit development contrary to the public health, safety, or general welfare.

18.36.180 Standards – Bond.

A. Planned unit development projects shall be complete developments and may be required to include facilities such as, but not limited to, streets, curbs, sidewalks, street lights, drainage, open space, sanitary sewer, underground power and telephone lines, landscaping, screening, signs, and off-street parking in conformance with the requirements and allowances of the hearing examiner.

B. The applicant shall furnish the city with a performance bond or other acceptable surety approved by the city attorney, guaranteeing installation of specified public improvements and landscaping.

Section 9. Section 18.49.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.49.020 Permitted uses.

Permitted uses within the MHP zone district are as follows:

A. Manufactured home parks in accordance with the provisions of TMC Chapter 18.48;

B. Designated manufactured homes on existing single lots of record, in accordance with the provisions of TMC Chapter 18.48;

C. Mobile home parks, which were legally established prior to July 1, 2008;

D. One single-family detached dwelling per existing single lot of record;

E. Parks, trails, open space areas, and other related recreation facilities;

F. Support facilities;

G. Family child care home; child mini-day care center, subject to review by the community development director, the building official, and the fire chief;

H. Planned unit developments.

(Ord. O2011-002, Amended, 03/01/2011; Ord. O2008-009, Added, 02/17/2009)

Section 10. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 11. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 12. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 13. Effective Date. This ordinance shall become effective thirty (30) days after passage, approval, and publication as provided by law.

ADOPTED this _____day of _____, 2022.

CITY OF TUMWATER

_____
Debbie Sullivan, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

Planned Unit Development Amendments

Ordinance No. O2022-006

August 1, 2022
City Council Consideration

Issue

- The City's planned unit development regulations were last substantially updated in 2000
- Currently, planned unit developments in the City provide a benefit to developers by giving flexibility in addressing existing regulations, but have not provided a quantifiable benefit to the public
- The proposed amendments provide developers flexibility in addressing existing regulations in exchange for requiring quantifiable public benefits

Issue – Private Streets

- Current regulations do not clearly address the requirements for private streets as part of planned unit developments
- The amendments would:
  - Provide more specificity in regards to when and how private streets are allowed
  - Amend the definition of a private street in TMC Title 17 to be consistent with the *Tumwater Development Guide*

Summary of Amendments

1. Private Streets
   a. Amend the definition of private street in TMC 17.04.385 to read:

      "Private street" means a privately owned and maintained vehicular access serving property, which is provided for by an access tract, easement, or other legal means.

Summary of Amendments

2. Amend permitted uses:
   a. Add “planned unit developments” as a permitted use in the Manufactured Home Park (MHP) zone district
   b. Add “planned unit developments not including residential uses” as a permitted use in the Airport Related Industry (ARI) zone district

Summary of Amendments

2. Amend permitted uses:
   c. Remove single-family detached dwellings as part of a planned unit development as a permitted use from the Multifamily Family Medium (MFM) zone district
   d. Remove single-family detached dwellings and duplexes as part of a planned unit development overlay as a permitted use from the Multifamily Family High (MFH) zone district

Summary of Amendments

3. Change the name of the chapter to remove “overlay”
4. Update the intent section to establish a clear list of tangible benefits in exchange for flexibility in addressing zoning regulations

Quantifiable Public Benefits

The **size** of the project affects the number of tangible benefits required:

- Projects providing 20 or more dwelling units or industrial, commercial, or institutional projects 20 acres or more in size shall provide at least 2.0 points from the list of tangible benefits
- Projects providing less than 20 dwelling units or industrial, commercial, or institutional projects less than 20 acres in size shall provide at least 1.0 point from the list of tangible benefits

Quantifiable Public Benefits

- On May 10, 2022, the Planning Commission asked staff for local developers input on the quantifiable public benefits and code modifications
- Staff contacted five local developers on May 16, 2022, heard back from one of them on May 26, 2022, and incorporated their suggested changes into the ordinance

Tangible Benefits

#	Points	Tangible Benefit
1	1.0	Provide enhanced useable parks and open space.
2	1.0 to 2.0	Provide significant public facilities or other public amenities that could not be required by the city for development of the subject property without a planned unit development.
3	1.0	Go significantly beyond the minimum requirements for critical area protections to preserve, enhance, or rehabilitate critical areas and buffers.
4	1.0	Dedicate a site containing a building, structure, site, object, or district on a register of historic places
5	2.0	Incorporate energy systems that produce energy from nondepletable energy sources will result in at least fifty percent of the energy needs for the development being met.

Tangible Benefits

#	Points	Tangible Benefit
6	2.0	Build passive residential dwelling units that meet the Passive Home Institute US (PHIUS) standard that will result in fifty percent or more of the total dwelling units qualifying as passive homes.
7	1.0	Go significantly beyond the minimum required energy efficiency requirements for at least fifty percent or more of the energy needs of the development.
8	2.0	Provide at least twenty percent of the total dwelling units as permanently affordable housing.
9	1.0 to 2.0	Provide any other public facility, feature, item, project, or amenity proposed by the applicant that the City agrees meets the intent of this section.

Summary of Amendments

5. Update TMC 18.36.020:
   a. Establish where such development would be allowed:
      - Permitted in all zone districts except Greenbelt (GB), Open Space (OS), Residential/Sensitive Resource (RSR) due to the extreme sensitivity of the areas to environmental disturbance, and Historic Commercial (HC)
   b. Establish a minimum size for a planned unit development of one acre

Summary of Amendments

6. Update TMC 18.36.040 for items required in an application:
    a. A description of how the planned unit development meets the requirements of TMC 18.36.010
    b. A description of how the planned unit development relates to the surrounding area

Summary of Amendments

6. Items that need to be in an application, including
   c. If more than one underlying zone district then the application must include:
      1) A map showing the existing zone district locations, sizes, and densities within the planned unit development
      2) A map showing the proposed locations of the zone districts within the planned unit development
         - The planned unit development cannot modify the sizes or densities of comprehensive plan land use designations or zone districts without an amendment approved through TMC 18.60 *Text Amendments and Rezones*

Code Modifications

7. Create a new section to explain that an application cannot modify requirements in TMC Title 16 *Environment*
8. Create a new section to explain that if an application creates new lots, it shall follow the requirements in TMC Title 17 *Land Division*

Code Modifications Allowed

Code Modifications Allowed	Notes
Environment	The provisions of TMC Title 16 may not be modified, except modifications consistent with TMC 18.36.010(B)(3).
Zone District	The type and size of the underlying zone district designated by the zoning map shall not be modified. Some individual development standards of the underlying zone district may be modified.
Planned unit developments with multiple underlying zone districts	A planned unit development may move the location of underlying zone districts as part of the planned unit development process, but the type and size of each of the underlying zone districts shall remain the same and follow the requirements of TMC 18.36.040(C). Some individual development standards of the underlying zone districts may be modified.
Setbacks	Setbacks established by the underlying zone district shall prevail on the perimeter boundary lines of a planned unit development. May modify internal setbacks within the planned unit development.

Code Modifications Allowed

Code Modifications Allowed	Notes
Lot sizes	Lot sizes as specified by the underlying zone district may be modified by up to twenty-five percent, either larger or smaller, provided the densities of the underlying zone district are met.
Land Coverage	Maximum land coverage as established by the underlying zone district may be exceeded by no more than twenty-five percent.
Yards	Yards as specified by the underlying zone district may be reduced by up to twenty-five percent, provided the land coverage requirements of the underlying zone district are met.
Parks and open space area	In addition to the park and open space dedication requirements of TMC 17.12.210 or TMC 18.42.130, as applicable, provide additional park and open space areas consistent with TMC 18.36.010.

Code Modifications Not Allowed

Code Modifications Allowed	Notes
Environment	The provisions of TMC Title 16 may not be modified, except modifications consistent with TMC 18.36.010(B)(3).
Zone District	The type and size of the underlying zone district designated by the zoning map shall not be modified. Some individual development standards of the underlying zone district may be modified.
Planned unit developments with multiple underlying zone districts	May move the location of underlying zone districts as part of the planned unit development process, but the type and size of each of the underlying zone districts shall remain the same and follow the requirements of TMC 18.36.040(C). Some individual development standards of the underlying zone districts may be modified.
Densities	Densities established by the underlying zone district shall not be altered.

Code Modifications Not Allowed

Code Modifications Allowed	Notes
Uses	Limited to the permitted, accessory, or conditional uses established by the underlying zone district. If a proposed use requires a conditional use permit, a separate conditional use permit shall be obtained consistent with the process in TMC 18.56 *Conditional Use Permits*.
Setbacks	Setbacks established by the underlying zone district shall prevail on the perimeter boundary lines of a planned unit development. May modify internal setbacks within the planned unit development.
Structure height	Structure height requirements as established by the underlying zone district shall not be modified.
Landscaping	Landscaping requirements shall not be modified.

Code Modifications Not Allowed

Code Modifications Allowed	Notes
Citywide Design Guidelines	*Citywide Design Guidelines* shall not be modified.
Tumwater Development Guide	Requirements of the *Tumwater Development Guide* shall not be modified, except as noted in TMC 18.36.080.
Signage	Signage requirements shall not be modified.
Stormwater	Stormwater requirements shall not be modified.
Provisions of this chapter	The requirements of TMC 18.36 shall not be modified.
Procedural requirements	Procedural requirements in TMC shall not be modified.

Summary of Amendments

9. Public streets are required in a planned unit development, except private streets are allowed:
    a. When serving 4 or fewer residential dwelling units, unless all of the dwelling units are low income, then private streets may serve up to 9 detached single family dwellings or up to 25 attached single family or multifamily dwelling units
    b. When serving up to 4 businesses on separate parcels, or up to 4 businesses situated on 1 parcel
    c. The private street must meet the minimum design standards and requirements for private streets in the *Tumwater Development Guide*

Summary of Amendments

10. Phasing allowed:
    a. For applications with more than 100 dwelling units or commercial or industrial planned unit developments covering more than 20 acres
    b. Phased approval is limited to 2 but not more than 4 phases
    c. Must should how transportation, access, traffic, stormwater, parks and open space, critical areas, and utilities will be addressed needs to be addressed for all phases of the development

Summary of Amendments

13. Updated the hearing examiner approval process and criteria used to approve or deny an application
14. Update the appeal process and bonding sections
15. Create new sections for:
    a. Final planned unit development approval
    b. Minor modifications
    c. Major modifications
    d. How applications vest
    e. How long a preliminary approval is valid

Recommendation

Planning Commission recommends approval of the proposed amendments as shown in Ordinance No. O2022-006

TO: City Council

FROM: Brandon Hicks, Transportation and Engineering Director

DATE: August 1, 2022

SUBJECT: X Street Roundabout, Local Agency Agreement Supplement and Local Agency Federal Aid Prospectus

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1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign, in substantially similar form as approved by the City Attorney, the X Street Roundabout Local Agency Federal Aid Prospectus, which allows the City to receive roughly $1.30 million in additional Federal Grants.

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2) Background:

The X Street Roundabout is the fourth transportation project derived from the Capitol Boulevard Corridor Study. The first project was the Capitol Boulevard Feasibility Study, which is complete. The second project is the Interstate 5 / Trosper Road / Capitol Boulevard Reconfiguration project, which is out for bid now with construction start anticipated in October of this year. The third project is the Capitol Boulevard Design project which completes a substantial portion of the design for the remaining projects in the Corridor Study positioning the City to be more competitive in future grant applications. The transportation projects derived from the Capitol Boulevard Corridor Study aim to reduce congestion and provide safer travel for all modes.

The City was recently awarded a $1,296,030 federal grant administered by Thurston Regional Planning Council. This is the third grant received for the project bringing the total grant funds to $2,432,000. With this grant, the design and right-of-way phases are fully funded. Construction, which is anticipated to start in 2024 or 2025, is estimated at $3.5 million. Staff will apply for more grants as they become available. Staff will update Council on the X Street Roundabout design and right of way acquisition process prior to beginning acquisition work later this year.

The Local Agency Agreement Supplement and Local Agency Federal Aid Prospectus simply update existing agreements to increase the amount of grant funding and decrease the amount of local funding for the project. These agreements must be executed by September 1, 2022 for the City to receive the funds and for the region to meet federal fund obligation commitments.

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3) Policy Support:

C. Create and maintain a transportation system safe for all modes of travel.

4) Alternatives:

- ❑ Do not authorize approval of the Agreement and inform Thurston Regional Planning Council we cannot meet the obligation commitment so they can award the funds to another agency.

5) Fiscal Notes:

Local funds shown in the Local Agency Agreement Supplement and Local Agency Federal Aid Prospectus are programmed in the Transportation CFP budget.

6) Attachments:

A. Local Agency Agreement Supplement
B. Local Agency Federal Aid Prospectus

Item 7b.

Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
City of Tumwater		
Federal Aid Project Number	Agreement Number	CFDA No. **20.205** - Highway Planning and Construction
STPUS-5235(018)		

All provisions in the basic agreement remain in effect except as modified by this supplement.
The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name X Street Roundabout Length 0.20 miles

Termini X Street to X Street

Description of Work ✓ No Change

Reason for Supplement
The project was awarded additional STBG Funding.

Are you claiming indirect cost rate? ☐ Yes ✓ No Project Agreement End Date December 31, 2027

Advertisement Date

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE %	a. Agency			0		
	b. Other			0		
Federal Aid Participation Ratio for PE	c. Other			0		
	d. State Services			0		
	e. Total PE Cost Estimate (a+b+c+d)	0	0	0	0	0
Right of Way %	f. Agency	40000		40000	5400	34600
	g. Other Eligible, Fed	1273261	1493300	2766561	373486	2393075
Federal Aid Participation Ratio for RW	h. Other Eligible, Non-Fed	1493300	-1493300	0		
	i. State Services	5000		5000	675	4325
	j. Total R/W Cost Estimate (f+g+h+i)	2811561	0	2811561	379561	2432000
Construction %	k. Contract			0		
	l. Other			0		
	m. Other			0		
Federal Aid Participation Ratio for CN	n. Other			0		
	o. Agency			0		
	p. State Services			0		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0	0	0	0	0
	r. Total Project Cost Estimate (e+j+q)	2811561	0	2811561	379561	2432000

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By
Title Transportation & Engineering Director
Agency Date

Washington State Department of Transportation

By
Director, Local Program
Date Executed

Agency City of Tumwater		Supplement Number
Federal Aid Project Number STPUS-5235(018)	Agreement Number	CFDA No. **20.205** - Highway Planning and Construction

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.

2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.

3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.

4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.

5. **Project Description** – Enter the project name, length, and termini.

6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.

7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.

8. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.

9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:

    a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.

    b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.

    c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.

10. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**

    a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.

    b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.

    c. **Column 3** – Add the amounts in columns 1 and 2.

    d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.

11. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). ***Note:*** Do NOT enter a date on the Date Executed line.

Item 7b.

Washington State Department of Transportation

Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )
Federal Aid Project Number	STPUS	5235	018
Local Agency Project Number	3042201		(WSDOT Use Only)

Date	
DUNS Number	03-851-7355
Federal Employer Tax ID Number	91-6001520

Agency: City of Tumwater	CA Agency: ☑ Yes ☐ No	Federal Program Title: ☑ 20.205 ☐ Other
Project Title: X Street Roundabout	Start Latitude N 46.991561 End Latitude N 46.993444	Start Longitude W 122.907667 End Longitude W 122.907610
Project Termini From-To: X Street — X Street	Nearest City Name: Tumwater	Project Zip Code (+4): 98501-4072

Begin Mile Post	End Mile Post	Length of Project	Award Type
		0.20	☑ Local ☐ Local Forces ☐ State ☐ Railroad

Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
			1325	34	Thurston

WSDOT Region	Legislative District(s)	Congressional District(s)	Urban Area Number
Olympic Region	22	10	6

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month	Year
P.E.					
R/W	2,811,600	379,600	2,432,000	August	20
Const.					
Total	2,811,600	379,600	2,432,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes
56 feet	5

Principal arterial; 56 feet wide curb to curb; 12' wide outside/two-way left turn lanes and 10' wide inside lanes; tangents and slight curves; flat; lack of ADA and multi-modal facilities.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Roundabout in keeping with Capitol Boulevard Corridor Plan. Includes multi-modal facilities, storm water, utilities, and right-of-way acquisition.

Local Agency Contact Person	Title	Phone
Brandon Hicks	Director	360-754-4140

Mailing Address	City	State	Zip Code
555 Israel Rd SW	Tumwater	WA	98501

Project Prospectus	By _____ Approving Authority	
	Title Transportation and Engineering Director	Date

Agency	Project Title	Date
City of Tumwater	X Street Roundabout	

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width	Number of Lanes
☐ New Construction	☐ Path / Trail	☐ 3-R	56 feet	5
☑ Reconstruction	☐ Pedestrian / Facilities	☐ 2-R		
☐ Railroad	☐ Parking	☑ Other		
☐ Bridge		(Right of Way only)		

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☑ Urban ☐ Rural ☐ NHS ☑ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access	☑ Urban ☐ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☑ Local Access
Terrain	☑ Flat ☐ Roll ☐ Mountain	☑ Flat ☐ Roll ☐ Mountain
Posted Speed	35	25
Design Speed	30/35	25
Existing ADT	19200	830
Design Year ADT	26350	1300
Design Year	2035	2035
Design Hourly Volume (DHV)	2635	130

Performance of Work

Preliminary Engineering Will Be Performed By: Consultant (non-federally funded)	Others: 100 %	Agency: %
Construction Will Be Performed By: Contractor	Contract: 100 %	Agency: %

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)

☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement

☐ Class III - Environmental Assessment (EA)

☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements

☑ Class II - Categorically Excluded (CE)

☑ Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency	Project Title	Date
City of Tumwater	X Street Roundabout	

Right of Way

☐ No Right of Way Needed

* All construction required by the contract can be accomplished within the existing right of way.

☑ Right of Way Needed

☐ No Relocation

☑ Relocation Required

Utilities	Railroad
☐ No utility work required	☑ No railroad work required
☐ All utility work will be completed prior to the start of the construction contract	☐ All railroad work will be completed prior to the start of the construction contract
☑ All utility work will be completed in coordination with the construction contract	☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

The project will replace water main on Capitol Boulevard
replacing existing cast iron along X street with ductile iron
upsizing existing storm system within project limits
replacing existing concrete sewer with modern materials

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☑ Yes ☐ No

Remarks

The project is reconstruction of a currently signalized intersection into a roundabout.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Tumwater

Date

By _____
Mayor/Chairperson