

**GCB 4099**  
**Construction Agreement between Snohomish County and**  
**Washington State Department of Transportation**  
**US 2/Sexton Creek to Pilchuck River Fish Passage Project**  
**Snohomish County's Added Work**

This Agreement is made and entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and Snohomish County, a political subdivision of the State of Washington, hereinafter the "County," collectively the "Parties" and individually the "Party."

**RECITALS**

1. The County owns and maintains a culvert ("County Culvert") located under Sexton Road between US 2 and the Pilchuck River that has been identified as a fish passage barrier (WDFW Site Id 310516). The County intends to replace its County Culvert with a fish-passable structure. Replacement of the County Culvert will result in a WSDOT-owned culvert ("WSDOT Culvert") becoming a barrier to fish passage. The WSDOT Culvert is located under US 2 MP 7.65 on Sexton Creek (WDFW Site Id 995103). The County and WSDOT have coordinated design development for improvement of their respective culverts.
2. WSDOT, in compliance with Federal Injunction No. C70-9213 "Permanent Injunction Regarding Culvert Correction," will carry out the US 2/Sexton Creek to Pilchuck River Fish Passage Project ("Project"). Project construction will include, but is not limited to, replacement of the WSDOT Culvert with a structure that will provide ongoing fish passage and restoration of the creek and surrounding area. WSDOT will construct the Project using the design-bid-build method of project delivery.
3. The County proposes to add work to the WSDOT Project, hereinafter the "County's Added Work," which includes replacement of the County Culvert with a fish-passable structure and restoration of the creek and surrounding area, as shown in Exhibit A.
4. The County's Added Work will be carried out at the County's expense. The construction cost estimate for the County's Added Work includes, but is not limited to, preparation, labor, materials, and construction engineering, as shown in Exhibit B. Construction engineering includes construction administration and contract management by WSDOT for the County's Added Work, hereinafter "WSDOT Construction Management."
5. This Agreement will set forth the responsibilities of each Party regarding the County's Added Work.
6. Once completed, WSDOT's Project with the County's Added Work will provide an ongoing benefit to the public because of improvements to fish habitat and roadway infrastructure.

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit A and Exhibit B that are incorporated and made a part hereof,

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. DESIGNATED REPRESENTATIVES**

- 1.1 All communications made “in writing” or “written” for this Agreement will be carried out through U.S. Mail, nationally recognized courier, or electronic mail.
- 1.2 The Parties designate the following representatives as Project Managers for this Agreement:

Snohomish County	Washington State Department of Transportation
<p><u>Project Manager</u></p> <p>Tracy Gilson Engineer III Surface Water Management Snohomish County 3000 Rockefeller Avenue, M/S 303 Everett, WA 98201 Phone: 425.262.2672 Email: <a href="mailto:tracy.gilson@snoco.org">tracy.gilson@snoco.org</a></p>	<p><u>Project Manager - Procurement Phase:</u></p> <p>Cullen Anderson, P.E. Project Engineer Washington State Dept. of Transportation 15700 Dayton Avenue North PO Box 330310 Seattle, WA 98133 Phone: 206.440.4319 Email: <a href="mailto:cullen.anderson@wsdot.wa.gov">cullen.anderson@wsdot.wa.gov</a></p> <p><u>Project Manager - Construction Phase:</u></p> <p>Amelia Scharrer, P.E. Project Engineer SnoKing Construction Washington State Dept. of Transportation 9021 El Capitan Way Everett, WA 98208 Phone: 425.225.8799 Email: <a href="mailto:amelia.scharrer@wsdot.wa.gov">amelia.scharrer@wsdot.wa.gov</a></p>

- 1.3 A Party may designate an alternative Project Manager by notifying the other Party in writing.

**2. PROJECT STANDARDS**

- 2.1 Project improvements will be designed in accordance with the standards described in this section.

- 2.2 “County Standards” means Snohomish County transportation standards, engineering standards, specifications, guidelines, codes, and policies.
- 2.3 “WSDOT Standards” means WSDOT design standards, standard plans, specifications, guidelines, and other WSDOT manuals and publications including, but not limited to, WSDOT’s *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* (“*Standard Specifications M 41-10*”) and WSDOT’s *Hydraulics Manual M 23-03*.
- 2.4 The County’s Added Work will conform to County Standards.
- 2.5 Project plans will follow WSDOT’s *Plans Preparation Manual M 22-31*.
- 2.6 Project construction will follow WSDOT’s *Construction Manual M 41-01*.

### **3. PROJECT CONTRACT**

- 3.1 The County’s Added Work will be constructed in accordance with the final County’s Plans, Specifications & Estimates (County’s PS&E) and consistent with the terms of this Agreement. Any changes to the final County’s PS&E must be approved in writing by the County. Plans related to the County’s Added Work and the Bottomless Steel Arch Culvert System specifications are shown in Exhibit A. The total construction estimate related to the County’s Added Work is shown in Exhibit B.
- 3.2 WSDOT will assemble the final County’s PS&E for the County’s Added Work and WSDOT’s PS&E for the WSDOT Culvert improvements to produce a combined advertisement (Ad) ready PS&E (“Ad-ready PS&E”) for the Project. The Ad-ready PS&E and any addenda will be incorporated into the Project contract (“Contract”).

### **4. BID, AWARD, AND COST ADJUSTMENTS**

- 4.1 WSDOT will provide the County with written notification of the bid price for the County’s Added Work from the lowest apparent bidder. The County will have five (5) working days from the date of written notification to provide WSDOT with written approval of the bid price for the County’s Added Work, or request the County’s Added Work be deleted from the Project. The County may request an extension of time in writing, provided that WSDOT receives the written request not later than five(5) working days after the County has received written notification. WSDOT will provide a written response indicating the number of working days extended, which will not be any less than five(5) working days.
- 4.2 The County acknowledges that if it fails to provide WSDOT with written approval of the bid price for the County’s Added Work or fails to request that the County’s Added Work be deleted from the Project within five(5) working days of notification, or within five(5) working days and an approved extension of time given pursuant to Section 4.1, WSDOT will delete the County’s Added Work from the Project. In this event, the County agrees to reimburse WSDOT for the costs incurred by WSDOT associated with the initial advertisement of the Contract.

The County understands that deleting the County's Added Work from the Project may require an equitable adjustment to the Contract and agrees to reimburse WSDOT for costs associated with the equitable adjustment.

- 4.3 If the County approves the bid price for the County's Added Work and WSDOT does not award the Contract, but thereafter WSDOT re-advertises the Project for bids, WSDOT agrees to pay for the cost to re-advertise the Project. The County agrees that WSDOT is not responsible for increased bid prices and/or delay to the County's Added Work or for other impacts to the County resulting from re-advertising the Project.
- 4.4 If the County approves the bid price for the County's Added Work and WSDOT does not award the Contract, and thereafter WSDOT does not re-advertise the Project for bids, then this Agreement will terminate. The County agrees that WSDOT is not responsible for potential increased costs for the County's Added Work, delay to the County's Added Work, or other impacts to the County resulting from not awarding the Project. WSDOT agrees to provide the County with all plans, specifications, drawings and engineer's estimates for the County's Added Work at no cost to the County in a native file format.

## **5. WSDOT RESPONSIBILITIES**

- 5.1 WSDOT, on behalf of the County, agrees to perform WSDOT Construction Management of the County's Added Work, which includes:
  - 5.1.1 WSDOT will conduct the advertising and award of the Contract and will manage the Contract in accordance with its terms, which includes, but is not limited to, payments to the contractor, payment of change orders, final contract acceptance, and auditing, unless stated otherwise herein.
  - 5.1.2 WSDOT will provide all necessary services and tools for administering the Contract, including but not limited to field inspection, materials testing for all materials except those materials identified in Section 6.3.4 below, and office engineering, to ensure that the County's Added Work is constructed in accordance with the final PS&E and the terms of this Agreement.
- 5.2 WSDOT will maintain construction documentation in accordance with provisions of *Construction Manual M 41-01*.
- 5.3 WSDOT agrees to hold weekly construction review meetings with the contractor and to invite the County to participate.
- 5.4 WSDOT will provide written monthly progress reports to the County, regarding, at a minimum, County's Added Work status, current and projected schedules, current and projected construction costs including change orders to date and current and projected costs for WSDOT Construction Management. The County Project Manager and the WSDOT Project Manager will establish guidelines and/or formats for providing this information to the County. The cost to prepare these reports will be included as a construction administration expense.

- 5.5 WSDOT will coordinate materials tester access with the County for the Bottomless Steel Arch Culvert System.
- 5.6 WSDOT will coordinate access for the County staff regarding stream restoration items, including but not limited to woody material, streambed boulder and streambed cobble within the Bottomless Steel Arch Culvert System and downstream.
- 5.7 WSDOT will be responsible for the compliance during construction with environmental permits and approvals needed for the County's Added Work, including, but not limited to, ESA (Endangered Species Act), SEPA (State Environmental Policy Act), NEPA (National Environmental Policy Act), Section 4(f) of 49 U.S.C. 303 (Policy on Lands, Wildlife and Waterfowl Refuges, and Historic Sites), HPA (Hydraulic Project Approval), and Sections 401, 402, and 404 of the Clean Water Act.
- 5.8 WSDOT will be responsible for ensuring construction is completed consistent with the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11.

## **6. COUNTY RESPONSIBILITIES**

- 6.1 The County will be responsible for all costs associated with the County's Added Work. The County further agrees that WSDOT will have no liability or responsibility for payment of any or all contractor and/or subcontractor costs for the County's Added Work, including materials costs, required and elective change orders, and costs associated with contractor claims and/or delays attributable to failure of performance by the County.
- 6.2 The County agrees that the County Project Manager, or designee, will attend weekly construction review meetings held by WSDOT with the contractor.
- 6.3 The County will provide engineering support for the County's Added Work during Project construction as follows:
  - 6.3.1 The County will review the contractor's submitted Type 2E Bottomless Steel Arch Culvert System, Temporary Turbidity Curtain, and Temporary Dewatering working drawings and provide comments and/or acceptance within twenty (20) working days.
  - 6.3.2 The County will review the contractor's submitted Well Decommission Plan and provide comments and/or acceptance within ten (10) working days.
  - 6.3.3 The County agrees to provide staff on-site for placement and acceptance of woody material, streambed boulder and streambed cobble included in the County's Added Work.
  - 6.3.4 The County agrees to provide on-site material review and acceptance for the Bottomless Steel Arch Culvert System as identified in Exhibit A.

- 6.4 The County will provide all necessary permits required to complete the County's Added Work, including but not limited to Hydraulic Project Approval, Corps Permits, Flood Hazard Permits, and Right of way use permits. The County is responsible for providing support for changes to permits related to the County's Added Work.
- 6.5 The County will coordinate the relocation of any unanticipated utilities in conflict with the County Right of Way.
- 6.6 The County will manage communications to the public in relation to the Work occurring within the County Right of Way.
- 6.7 The County will inspect the County's Added Work at the County's sole expense. The County Project Manager or designee will be allowed to freely consult with and inquire of the WSDOT Project Manager, attend all meetings, and have access to the project site and all documentation as to all matters concerning the County's Added Work. The County agrees not to provide direction to the contractor. All formal contact between the County Project Manager or designee and the contractor will be through the WSDOT Project Manager or designee. Any County monitoring and/or inspection of the County's Added Work will not relieve WSDOT of its duty and responsibility to perform WSDOT Construction Management.
- 6.8 Once the County's Added Work has been completed, which includes removal of the temporary stream bypass and rewatering of the channel, and accepted by the County, the County will be responsible for fish passage monitoring.

## **7. CHANGE ORDERS - CONTRACT CHANGES**

- 7.1 The County authorizes WSDOT to initiate, document, and perform negotiations with the contractor, provide approval recommendations and to execute change orders for the County's Added Work in compliance with the requirements of Section 7 of this Agreement. WSDOT will notify the County of errors or omissions in the Contract concerning the County's Added Work as soon as reasonably practical.
  - 7.1.1 WSDOT will prepare change orders with supporting documentation and data in accordance with the Contract. The WSDOT Project Manager will prepare all change orders for the County's Added Work and provide them to the County Project Manager.
  - 7.1.2 Within ten (10) working days of receipt, the County will review the change orders for the County's Added Work and provide written approval or rejection to WSDOT. The County's written approval will not be unreasonably withheld.
- 7.2 Change orders for the County's Added Work are defined in accordance with WSDOT's *Standard Specifications M 41-10*.

- 7.3 Change order process and execution will be in accordance with the Contract and with *Construction Manual M 41-01*, unless otherwise provided herein.
- 7.4 WSDOT reserves the right, when necessary due to emergency or safety threat to the traveling public, as solely determined by WSDOT, to direct the contractor to proceed with work associated with a required change prior to the County's approval of the change order. For any change order that is required as a result of emergency or other cause beyond the reasonable control of either Party, WSDOT and the County will cooperate to equitably allocate the amount of the change order based upon the impacts to the cost of their respective work.
- 7.5 Required change orders to the County's Added Work are changes to the Contract that involve: a) changes in the work, work methods, working days, or quantities as necessary to satisfactorily complete the County's Added Work, and/or b) mitigating an emergency and/or safety threat to the traveling public. All other change orders will be considered elective.
- 7.6 At the County's sole expense, the County may request additions or modifications to the Contract (elective change orders for the County's Added Work) through WSDOT. WSDOT will comply with the requested change provided that the change complies with *Standard Specifications M 41-10*, *Construction Manual M 41-01*, County's Added Work permits, state and/or federal law and applicable rules and/or regulations and/or design policies. WSDOT will review and approve all change orders requested by the County, provided that WSDOT may reasonably object to any such change order if such change order materially diminishes the safety of the County's Added Work or quality of the improvements depicted in the Contract or is inconsistent with the terms of the Contract. WSDOT will issue a written approval or objection to the change order within ten (10) working days of receipt of the change order. If WSDOT does not issue a written notice of approval or objection to the change order within the ten (10) working day review period, then the change order will be deemed to be approved by WSDOT. In the event of an objection the County and WSDOT will meet within five (5) working days to resolve such objection in a manner mutually acceptable to the Parties.
- 7.7 The County and WSDOT will make every effort to expedite each approval and the Parties understand that any delays associated with the County's and/or WSDOT's approval of a change order may cause increases in the County's Added Work cost. Each Party will be responsible for any additional costs attributable to that Party's delay in the change order process.

## **8. REIMBURSEMENT BY COUNTY**

- 8.1 The County, in consideration of the faithful performance of the County's Added Work by WSDOT, will reimburse WSDOT for the actual direct and the current related indirect costs of the County's Added Work, up to the amount of One Million Nine Hundred Thirteen Thousand Seven Hundred Eighty Three Dollars (\$1,913,783), as shown in Exhibit B, in accordance with Section 9 (Payment) below. The County understands that WSDOT plans to use its Project contractor, at least in part, to complete the County's Added Work as set forth in Exhibit B.

- 8.2 In the event of unforeseen conditions that result in the actual cost of the County's Added Work exceeding the estimated amount of \$1,913,783, the County agrees to a contingency of thirty (30) percent to reimburse WSDOT for such costs. If the actual cost of the County's Added Work exceeds \$1,913,783, the County will make additional payment to WSDOT to compensate for the unforeseen actual direct and current related indirect costs in an amount up to and including Five Hundred Seventy Four Thousand One Hundred Thirty Four and 90/100 Dollars (\$574,134.90), for a maximum payment to WSDOT of Two Million Four Hundred Eighty Seven Thousand Nine Hundred Seventeen and 90/100 Dollars (\$2,487,917.90).
- 8.3 In the event that the actual direct and current related indirect costs of the County's Added Work by WSDOT are anticipated to exceed \$2,487,917.90, the Parties may, if they mutually agree, negotiate a written Amendment to this Agreement pursuant to Section 14.1 to address said increase.
- 8.4 The County warrants that it has set aside sufficient funds to fund this Agreement in its entirety.

## **9. PAYMENT**

- 9.1 WSDOT will, not more than once per month, submit an invoice to the County for the County's Added Work performed under the Agreement.
- 9.1.1 Payments to the contractor - WSDOT will give access to the County Project Manager or designee to the Unifier website for this project. This will grant access to: Inspector Daily Reports, Field Note Records, Force Account backups, and Pay Statements.
- 9.1.2 WSDOT employee charges - WSDOT will provide hours and hourly rates for office, material testing, inspection, and management employees charging to the county.
- 9.1.3 Upon receipt of a complete invoice, the County will pay WSDOT within thirty (30) calendar days, except for the final payment which must be paid within forty-five (45) calendar days after receipt of invoice. Failure to provide a complete and compliant invoice, including backup, will delay payment.
- 9.2 If the County objects to all or any portion of an invoice, the County will notify WSDOT within twenty (20) calendar days from the date of receipt. WSDOT will provide a revised invoice for the portion of the work not in dispute and the County will pay only that portion of the invoice not in dispute. WSDOT and the County will make every effort to settle the disputed portion and, if necessary, utilize dispute resolution as provided for in Section 14.5 of this Agreement.

## **10. RIGHT OF ENTRY**

- 10.1 The County hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees a right of entry upon County property for the purpose of fulfilling WSDOT's responsibilities under this Agreement and to



perform any County's Added Work necessarily related to the Project, subject to prior written notice to the County from the WSDOT Party Representative, or designee.

- 10.2 WSDOT hereby grants to the County and its authorized agents, contractors, subcontractors, and employees a right of entry upon WSDOT property for the purpose of fulfilling the County's responsibilities under this Agreement, subject to prior written notice to WSDOT from the County Party Representative, or designee.

## **11. INSPECTION AND ACCEPTANCE**

- 11.1 WSDOT shall notify and involve the County a minimum of three (3) calendar days in advance of scheduled joint preliminary punch list inspection walks of the County's Added Work, which shall be conducted by WSDOT and the County. Once all preliminary punch list items have been completed and a Final Inspection of the County's Added Work is scheduled, WSDOT shall notify the County a minimum of seven (7) calendar days in advance of the joint Final Inspection of the County's Added Work. The County shall identify defects or deficiencies of the County's Added Work, if any, during the joint preliminary inspections or Final Inspection. If the County identifies defects or deficiencies in the County's Added Work, the County will promptly provide a punch list of those items to WSDOT, and WSDOT agrees to work in a timely manner to resolve to the County's satisfaction the punch list items. If the County concurs that the construction of the County's Added Work has been satisfactorily completed, the County shall deliver a letter of acceptance to WSDOT, which shall include a release of WSDOT from all future claims and demands by the County associated with the County's Added Work constructed, except from those latent defects, if any, resulting from the negligent acts or omissions of WSDOT in administering the construction of the County's Added Work.
- 11.2 If a letter of the County's acceptance is not received by WSDOT within sixty (60) calendar days following delivery of a notice of Physical Completion to the County, the County's Added Work constructed and WSDOT's administration of the construction of the County's Added Work shall be considered accepted by the County and WSDOT shall be released from all future claims or demands, except from those latent defects, if any, resulting from the negligent acts or omissions of WSDOT in administering the construction of the County's Added Work.
- 11.3 The County may withhold its acceptance of the County's Added Work by submitting written notification to WSDOT within sixty (60) calendar days following delivery of a notice of Physical Completion to the County. The County's notification shall include its reason(s) for withholding acceptance, which shall not be unreasonably withheld. The Parties shall then work together to resolve the outstanding issues identified in the County's notification. Upon resolution of the outstanding issues, the County shall promptly deliver its letter of acceptance to WSDOT.

## **12. CLAIMS**

- 12.1 Contractor Claims for Additional Payment: In the event the contractor makes a claim for additional payment associated with the County's Added Work, WSDOT shall immediately notify the County of such claim. WSDOT shall provide a written recommendation to the County regarding resolution of the contractor claim. The Parties shall cooperate and coordinate regarding WSDOT's management of the contractor claim. The County shall cooperate with WSDOT's defense of the claim. Except as otherwise provided under this Agreement, and except to the extent any such claim arises out of WSDOT's negligent performance of its obligations under this Agreement, the County shall: (i) reimburse WSDOT for costs incurred in WSDOT's defense of the Contractor Claim for Additional Payment, including reasonable attorney's fees, and (ii) pay any undisputed Contractor Claim for Additional Payment.
- 12.2 Third Party Claims for Damages Post County's Added Work Acceptance: After the County's Added Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs because of the County's Added Work located on County or WSDOT-owned property and/or right of way, the Party owning the property and/or right of way shall defend such claims and hold harmless the other Party, and the other Party shall not be obligated to pay any such claim or the cost of defense. Nothing in this section, however, shall remove from the Parties any responsibilities defined by the current laws of the State of Washington or from any liabilities for damages caused by the Party's own negligent acts or omissions. The provisions of this section shall survive the termination of this Agreement.

### **13. DAMAGE TO THE COUNTY'S ADDED WORK DURING CONSTRUCTION**

- 13.1 The County authorizes WSDOT to direct the contractor to repair all damages caused by a third party to the County's Added Work during construction. For this section, a third party is neither WSDOT nor the contractor.
- 13.2 Upon notice, review and acceptance of the costs, the County agrees to be responsible for all costs associated with damage to the County's Added Work during construction that is caused by third parties during construction, which shall be the responsibility of WSDOT.
- 13.3 WSDOT shall document said third party damage by required change order and cooperate with the County in identifying, if possible, the third party. WSDOT shall also separately document and invoice the County for WSDOT's costs associated with third party damage.

### **14. GENERAL PROVISIONS**

- 14.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 14.2 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence on the date this Agreement is executed and shall continue until

such time as this Agreement is terminated pursuant to Section 14.3 below. The County's obligations under this Agreement after December 31, 2025, are contingent upon local legislative appropriation of the necessary funds for this specific purpose under applicable law.

14.3 Termination:

14.3.1 This Agreement may be terminated if both Parties agree, in writing, to terminate the Agreement by those authorized to bind each Party.

14.3.2 This Agreement shall be terminated upon (a) completion of the County's Added Work under this Agreement, (b) final inspection and acceptance of the contractor's work by the County and WSDOT pursuant to Section 11, (c) the County's final payment to WSDOT for the County's Added Work, and (d) final payment, if any, for costs and/or fees as otherwise provided in this Agreement.

14.3.3 If any of the funding allocated for the County's Added Work is withdrawn after the execution of this Agreement, the County may, at its sole discretion, a) give written notice to WSDOT that the County's Added Work shall continue within a narrowed Scope of Work if approved by both Parties, or b) give written notice to WSDOT that the County's participation in the Project shall terminate. If the County gives WSDOT a written notice of termination pursuant to this Section 14.3.3, then this Agreement shall terminate ten (10) calendar days from the day WSDOT receives the notice or upon final payment for Project work undertaken *prior* to WSDOT's receipt of the County's notice of termination, whichever is later.

14.3.4 If any of the funding allocated for the Project is withdrawn after the execution of this Agreement, WSDOT may, at its sole discretion, a) give written notice to the County that the Project shall continue within a narrowed Scope of Work approved by WSDOT, or b) give written notice to the County that the Project shall terminate. If WSDOT gives the County a written notice of termination pursuant to this Section 14.3.4, then this Agreement shall terminate ten (10) calendar days from the day the County receives the notice or upon final payment for Project work undertaken *prior* to the County's receipt of WSDOT's notice of termination, whichever is later.

14.3.5 Any termination of this Agreement shall not prejudice any rights or obligations accrued to WSDOT or to the County prior to termination.

14.4 Indemnification and Waiver: Unless a claim falls within the provisions of Section 12.2, each of the Parties shall protect, defend, indemnify, and hold harmless the other Party and its officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgements, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, that Party's obligations performed or to be performed pursuant to the provisions of this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries,

death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the indemnifying Party, its officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, and/or authorized agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification and waiver shall survive the termination of this Agreement.

- 14.5 Insurance: All contractors working on the Project shall have insurance coverage that contains, or is endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

Snohomish County and its officers, elected officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with the contract, including Products and Completed Operations. Such coverage shall be primary and non-contributory insurance as respects Snohomish County and all its officers, elected officials, employees, and agents.

- 14.5 Disputes: In the event that issues arise out of, or related to, this Agreement, the Parties agree to work collaboratively to resolve disputes promptly and at the lowest organizational level. To this end, following the dispute resolution process in Sections 14.5.1 through 14.5.3 shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

- 14.5.1 The Representatives designated in this Agreement shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.
- 14.5.2 In the event the Representatives cannot resolve the dispute, the County's Director of Conservation and Natural Resources and WSDOT's Assistant Regional Administrator for SnoKing Construction, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
- 14.5.3 In the event the County's Director of Conservation and Natural Resources and WSDOT's Assistant Regional Administrator for SnoKing Construction, or their respective designees, cannot resolve the dispute, the County and WSDOT shall each appoint a member to a dispute board. These two members shall then select a third member not affiliated with either Party. The three member board shall conduct a dispute resolution hearing that

shall be informal and unrecorded. All expenses for the third member of the dispute board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.





- 14.6 Venue: Only in the event that the dispute resolution process outlined in Section 14.5 above does not resolve a dispute, which shall be considered a condition precedent to filing a lawsuit, if either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.
- 14.7 Assurances: All activity pursuant to this Agreement shall be in accordance with applicable Federal, State, and local laws, rules, and regulations, including nondiscrimination, as they currently exist or as amended, and the Parties agree to require the same of all contractors providing services or performing any work under this Agreement.
- 14.8 Records and Audit: All records for work done pursuant to this Agreement shall be held 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, and the records shall be kept available for inspection and audit by WSDOT, the County and the Federal government. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should a Party require copies of any records from the other Party, the requesting Party agrees to pay the reasonable costs thereof. In the event of litigation or claim arising from the performance of this Agreement, the County and WSDOT 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.
- 14.9 Calendar Day: Calendar day means any day on the calendar including Saturday, Sunday, a Washington State holiday as defined in RCW 1.16.050, or a County holiday as defined by local ordinance.
- 14.10 Working Day: Working day means any day on the calendar other than Saturday, Sunday, a Washington State holiday as defined in RCW 1.16.050, or a County holiday as defined by local ordinance.
- 14.11 Independent Contractor: Parties shall be deemed an independent contractor for all purposes, and the employees of each Party or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.
- 14.12 Assignment: Except as otherwise provided herein, a Party to this Agreement shall not assign, delegate, or transfer this Agreement or the obligations incurred hereunder, in whole or in part, by operation of law or otherwise, or subcontract for the management or operation of their respective responsibilities, or parts thereof, without the prior written consent of the other Party to this Agreement, which approval shall not be unreasonably withheld.

- 14.13 **Severability:** Should any section, term, or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.
- 14.14 **Public Records Act:** This Agreement and all public records associated with this Agreement shall be maintained and made available for inspection and copying by the public where required by the Public Records Act, chapter 42.56 RCW.

**15. COUNTERPART AND ELECTRONIC SIGNATURE**

15.1 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. Each Party intends to be bound by its electronic or "PDF" signature on this Agreement, is aware that the other Parties are relying on its electronic or "PDF" signature, and waives any defenses to the enforcement of this Agreement based upon the form of signature.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.**

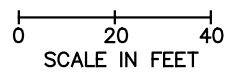
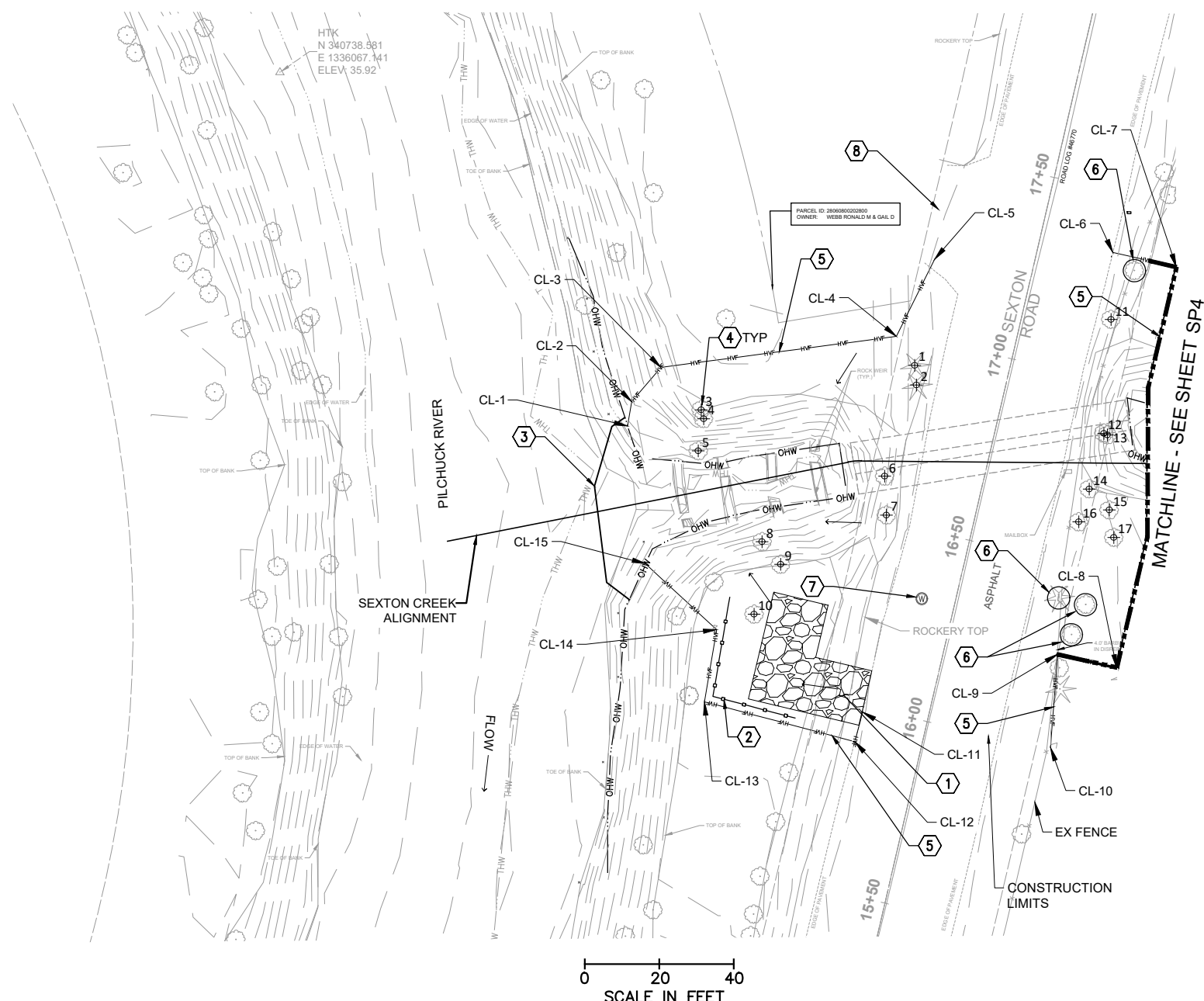
<b>Snohomish County</b>	<b>Washington State Department of Transportation</b>
<u>Sign and Date:</u>  Harper, Lacey  Digitally signed by Harper, Lacey Date: 2025.01.08 10:13:22 -08'00'	<u>Sign and Date:</u>  John Chi  Digitally signed by John Chi Date: 2025.01.09 16:16:48 -08'00'
Lacey Harper Executive Director Snohomish County Executive Office	John Chi Assistant Regional Administrator SnoKing Project Development
<b>Approved as to Form Snohomish County</b>	<b>Approved as to Form Washington State Department of Transportation</b>
<u>Sign and Date:</u>  Kisielius, Laura  Digitally signed by Kisielius, Laura Date: 2024.12.31 12:32:00 -08'00'	<u>Sign and Date:</u>  Bowman, Guy (ATG)  Digitally signed by Bowman, Guy (ATG) Date: 2025.01.09 14:15:29 -08'00'
Laura Kisielius Deputy Prosecuting Attorney	Guy Bowman Assistant Attorney General



**GENERAL NOTES:**

- HIGH VISIBILITY FENCING TO BE WITHIN CONSTRUCTION LIMITS.
- SEE TREE PROTECTION REQUIREMENTS ON SHEET SPD1.
- REMOVED TREES SHALL BE SALVAGED, STOCKPILED ON SITE, AND USED IN LWM INSTALLATIONS WHERE APPROPRIATE BASED ON SPECIFICATIONS AND ENGINEER APPROVAL. ROOTWADS OF REMOVED TREES WILL BE LEFT INTACT. SALVAGED TREES 6" OR GREATER IN DIAMETER NOT USED IN LWM SHALL BE PLACED RANDOMLY WITHIN THE RIPARIAN ZONE AND EMBEDDED 30% TO 50% IN STREAM BANKS AS APPROVED BY THE ENGINEER. SALVAGED TREES LESS THAN 6" IN DIAMETER SHALL BE USED IN DEFORMABLE ROUGHENED CHANNEL AS NEEDED, AND DISPOSED OF IF NOT USED.
- NO UTILITIES HAVE BEEN IDENTIFIED WITHIN THE PROJECT LIMITS. CONTRACTOR TO FIELD VERIFY. CALL FOR LOCATE A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY EXCAVATION: 1-800-424-5555.
- CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTATION INCLUDING BUT NOT LIMITED TO PROPERTY CORNERS, RIGHT-OF-WAY MARKERS AND CONTROL POINTS. CONTRACTOR SHALL NOTIFY OWNER OF ANY SURVEY MONUMENTS TO BE DISTURBED BY CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL ENSURE TRAFFIC SAFETY AT ALL TIMES DURING CONSTRUCTION. ALL TRAFFIC CONTROL MEASURES SHALL BE PLACED PRIOR TO CONSTRUCTION AND SHALL CONFORM TO LATEST EDITION OF MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO HOMES, AS IDENTIFIED IN THE PLANS. DURING CONSTRUCTION, CONTRACTOR SHALL COORDINATE TEMPORARY DRIVEWAY CLOSURES WITH THE PROPERTY OWNERS AND PROVIDE WRITTEN NOTICE OF AT LEAST TWO BUSINESS DAYS IN ADVANCE OF THE WORK.
- NO STOCKPILING OR STAGING AREA HAS BEEN PROVIDED FOR THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROCURING STAGING AND STOCKPILING AREAS IF NECESSARY.
- ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS, OR AS SHOWN IN THE PLANS, BY THE CONTRACTOR.

Exhibit A  
GCB 4099  
Page 2 of 14



**TEMPORARY STREAM DIVERSION NOTES**

- CONTRACTOR IS RESPONSIBLE FOR SIZING, DESIGN, SCHEDULING, IMPLEMENTING AND REMOVAL OF TEMPORARY STREAM DIVERSION IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THESE REQUIREMENTS.
- SAND BAGS FOR COFFERDAM SHALL BE FILLED WITH WASHED ROCK OR STREAMBED SEDIMENT. SAND SHALL NOT BE USED.
- COFFERDAMS SHALL BE WATERTIGHT.
- WSDOT TO PERFORM FISH EXCLUSION PRIOR TO IMPLEMENTING TEMPORARY STREAM DIVERSION. NOTIFY COUNTY AND WDFW NO LESS THAN THREE (3) DAYS PRIOR TO STARTING THIS WORK.
- ALL WORK MUST BE IN ACCORDANCE WITH THE PROJECT HPA. ALL IN-WATER WORK MUST BE COMPLETED WITHIN THE ALLOWED FISH WINDOW.
- CONTRACTOR IS ADVISED THE 2-YEAR SEASONAL FLOW RATE OF SEXTON CREEK DURING THE FISH WINDOW IS 26 CFS. CONTRACTOR SHALL SUBMIT A PLAN SHOWING TEMPORARY DIVERSION PIPELINE ALIGNMENT, SIZE, AND ELEVATIONS; COFFER DAM LOCATIONS, ELEVATIONS, AND FREEBOARD; AND METHOD OF STABILIZING SOILS AT DISCHARGE. ANY DAMAGES DUE TO THE OVERTOPPING OR FAILURE OF THE TEMPORARY DIVERSION ARE THE RESPONSIBILITY OF THE CONTRACTOR.

**LEGEND**

- STABILIZED CONST. ENTRANCE
- TREE REMOVAL AND TREE POINT NUMBER
- TREE PROTECTION
- EVERGREEN TREE
- DECIDUOUS TREE
- FLOW DIRECTION
- HIGH VISIBILITY FENCE
- HIGH VISIBILITY SILT FENCE

**CONSTRUCTION NOTES:**

- INSTALL STABILIZED CONSTRUCTION ENTRANCE PER WSDOT STD PLAN I-80.10.
- INSTALL HIGH VISIBILITY SILT FENCE PER WSDOT STD PLAN I-30.17.
- INSTALL TURBIDITY CURTAIN PER DETAIL ON SHEET SPD1.
- TREE REMOVAL. SEE SHEET SPD1 FOR VEGETATION REPLACEMENT TABLES AND TREE PROTECTION DETAIL.
- INSTALL HIGH VISIBILITY FENCE PER WSDOT STANDARD PLAN I-10.10.
- PROTECT TREE. SEE TREE PROTECTION DETAIL ON SHEET SPD1 (FOUR TREES TOTAL).
- CONTRACTOR TO DECOMMISSION EXISTING GROUNDWATER MONITORING WELL. SEE SPECIAL PROVISIONS FOR REQUIREMENTS.
- MAINTAIN ACCESS TO DRIVEWAY DURING CONSTRUCTION.

**SECTION 1**

CONSTRUCTION LIMITS TABLE			
ID	STATION	OFFSET	DESCRIPTION
CL-1	16+58.01	96.41' LT	CONSTRUCTION LIMITS
CL-2	16+65.57	96.83' LT	CONSTRUCTION LIMITS
CL-3	16+76.36	91.28' LT	CONSTRUCTION LIMITS
CL-4	16+98.83	31.57' LT	CONSTRUCTION LIMITS
CL-5	17+21.29	26.30' LT	CONSTRUCTION LIMITS
CL-6	17+34.02	19.94' RT	CONSTRUCTION LIMITS
CL-7	17+34.03	37.46' RT	CONSTRUCTION LIMITS
CL-8	16+25.61	46.31' RT	CONSTRUCTION LIMITS
CL-9	16+25.61	30.00' RT	CONSTRUCTION LIMITS
CL-10	16+00.74	33.84' RT	CONSTRUCTION LIMITS
CL-11	15+98.57	17.46' LT	CONSTRUCTION LIMITS
CL-12	15+90.37	17.72' LT	CONSTRUCTION LIMITS
CL-13	15+91.59	59.47' LT	CONSTRUCTION LIMITS
CL-14	16+11.18	60.66' LT	CONSTRUCTION LIMITS
CL-15	16+24.10	83.32' LT	CONSTRUCTION LIMITS

FILE NAME: \$\$\$\$\$\$DESIGNFILENAME\$\$\$\$\$\$		TIME: \$\$\$\$TIME\$\$\$		DATE: \$\$\$\$DATE\$\$\$		PLOTTED BY: K. DUFF		DESIGNED BY: J. ELLIS		ENTERED BY: J. ELLIS		CHECKED BY: M. GISEBURT		PROJ. ENGR.: C. ANDERSON		REGIONAL ADM.: B. NIELSEN		REVISION		DATE		BY					
REGION NO. 10		STATE WASH		FED. AID PROJ. NO.		JOB NUMBER 24A024		CONTRACT NO.		LOCATION NO.		DATE		P.E. STAMP BOX		SNOHOMISH COUNTY DEPARTMENT OF NATURAL RESOURCES		FUNDING NO. RR48666		WASHINGTON STATE DEPARTMENT OF TRANSPORTATION		US 2 SEXTON CREEK TO PILCHUCK RIVER FISH PASSAGE SITE PREP, UTILITY, & TESC PLAN		PLAN REF NO SP1		SHEET 18 OF 88 SHEETS	



VEGETATION REMOVAL				
CATEGORY 2 (4"-30" DIAMETER TREES)				
TREE PT. NO.	NORTHING	EASTING	DIAMETER	TYPE
1	340660.0	1336237.6	7	EVERGREEN
1	340660.0	1336237.6	8	EVERGREEN
1	340660.0	1336237.6	6	EVERGREEN
1	340660.0	1336237.6	6	EVERGREEN
2	340654.6	1336238.1	4	EVERGREEN
2	340654.6	1336238.1	4	EVERGREEN
2	340654.6	1336238.1	6	EVERGREEN
2	340654.6	1336238.1	6	EVERGREEN
2	340654.6	1336238.1	7	EVERGREEN
5	340637.0	1336179.5	28	DECIDUOUS
6	340630.2	1336229.6	6	DECIDUOUS
7	340619.7	1336230.0	8	DECIDUOUS
7	340619.7	1336230.0	6	DECIDUOUS
7	340619.7	1336230.0	6	DECIDUOUS
7	340619.7	1336230.0	4	DECIDUOUS
8	340612.6	1336196.7	24	DECIDUOUS
9	340606.5	1336201.6	18	DECIDUOUS
9	340606.5	1336201.6	18	DECIDUOUS
10	340593.1	1336194.5	11	DECIDUOUS
11	340672.2	1336290.3	10	DECIDUOUS
11	340672.2	1336290.3	8	DECIDUOUS
12	340641.7	1336288.4	6	DECIDUOUS
13	340641.3	1336289.4	8	DECIDUOUS
14	340626.7	1336284.5	10	DECIDUOUS
15	340621.1	1336289.9	9	DECIDUOUS
16	340617.9	1336281.7	17	DECIDUOUS
17	340613.7	1336291.1	6	DECIDUOUS
17	340613.7	1336291.1	9	DECIDUOUS
TOTAL DIAMETER- CATEGORY 2			266	

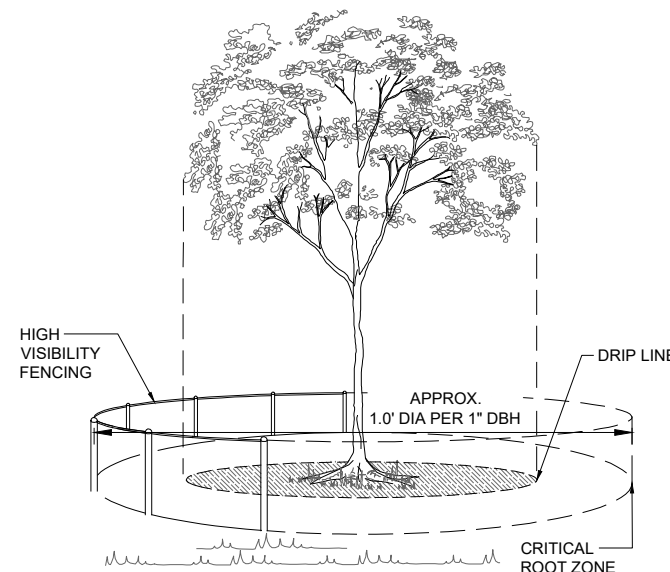
VEGETATION REMOVAL				
CATEGORY 3 (+30" DIAMETER TREES)				
TREE PT. NO.	NORTHING	EASTING	DIAMETER	TYPE
3	340648.0	1336180.3	36	DECIDUOUS
4	340645.6	1336180.9	36	DECIDUOUS
TOTAL DIAMETER- CATEGORY 3			72	

TOTAL VEGETATION REMOVAL DIAMETER				
CATEGORY 2				266
CATEGORY 3				72
TOTAL REPLACEMENT DIA. (INCHES)				338

**TREE PROTECTION ZONE (TPZ)**

THE TREE PROTECTION ZONE IS AN ARBORIST DEFINED AREA SURROUNDING THE TRUNK INTENDED TO PROTECT THE ROOTS AND SOIL TO ENSURE FUTURE TREE HEALTH AND SAFETY.

THE LOCATION OF THE TREE PROTECTION ZONE IS AT THE EDGE OF THE CRITICAL ROOT ZONE OR DRIP LINE, WHICHEVER IS GREATER; OR, OTHER AREA AS DEFINED BY THE ENGINEER.



**DETAIL**

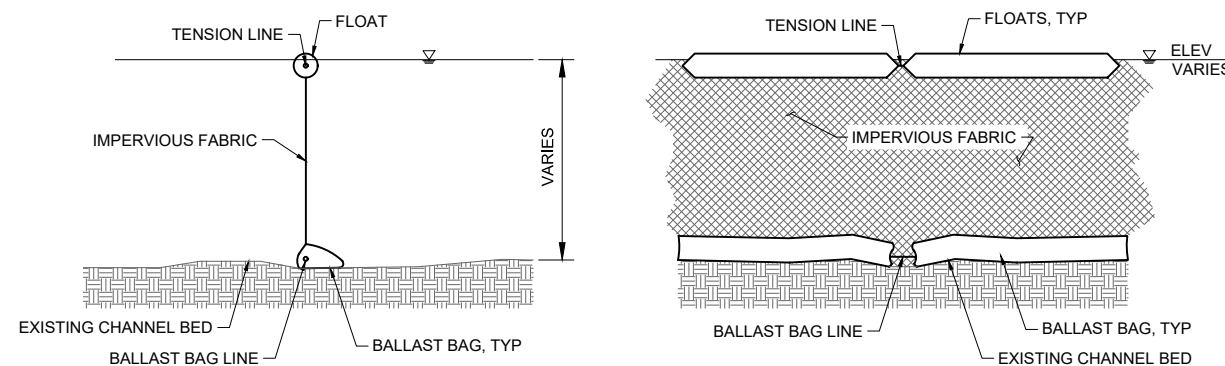
TREE PROTECTION  
SCALE: NTS

**NOTES:**

REQUIRED TREE PROTECTION MEASURES FOR TREES TO BE PROTECTED DURING CONSTRUCTION ARE AS FOLLOWS:

- ERECT READILY VISIBLE HIGH VISIBILITY FENCE AT THE EDGE OF THE TREE PROTECTION ZONE PER WSDOT STD PLAN I-10.10.
- FENCING SHALL BE FLUSH WITH THE INITIAL UNDISTURBED GRADE.
- MAINTAIN THE FENCING IN PLACE UNTIL AUTHORIZED BY THE ENGINEER.
- ENSURE THAT ANY LANDSCAPING DONE IN THE TPZ, SUBSEQUENT TO THE REMOVAL OF THE FENCING, SHALL BE ACCOMPLISHED WITH LIGHT MACHINERY OR HAND LABOR.
- NO CONSTRUCTION ACTIVITY SHALL OCCUR WITHIN THE TPZ, INCLUDING BUT NOT LIMITED TO:  
-DUMPING OR STORAGE OF MATERIALS SUCH AS BUILDING SUPPLIES, SOIL, WASTE ITEMS, AND  
-STORAGE OF VEHICLES OR EQUIPMENT.

Exhibit A  
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**DETAIL**

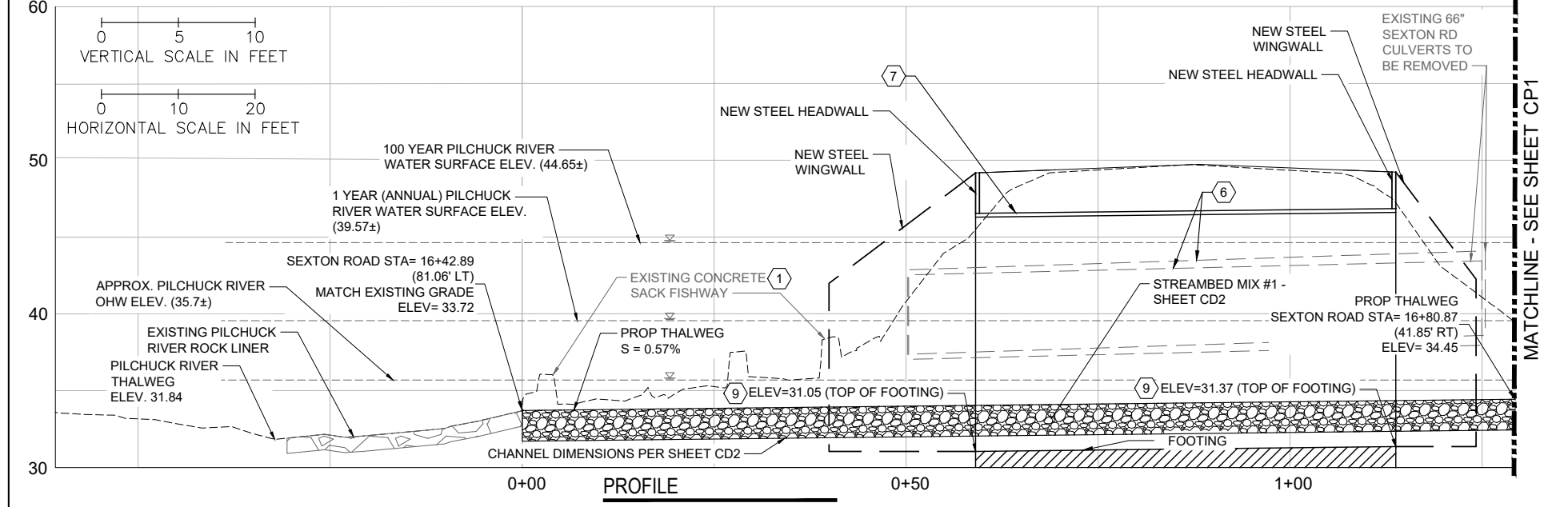
TURBIDITY CURTAIN  
SCALE: NTS

**SECTION 1**

FILE NAME	\$\$\$\$\$DESIGNFILENAME\$\$\$\$\$	REGION NO.	STATE	FED.AID PROJ.NO.	SNOHOMISH COUNTY DEPARTMENT CONSERVATION AND NATURAL RESOURCES	Washington State Department of Transportation	US 2 SEXTON CREEK TO PILCHUCK RIVER FISH PASSAGE	PLAN REF NO SPD1
TIME	\$TIME\$	10	WASH					
DATE	\$\$\$DATE\$\$\$	JOB NUMBER 24A024		LOCATION NO.	FUNDING NO. RR48666	TEMPORARY EROSION AND SEDIMENT CONTROL DETAILS	SHEET 23 OF 88 SHEETS	
PLOTTED BY	K. DUFF	CONTRACT NO.						
DESIGNED BY	J. ELLIS	100% PER						
ENTERED BY	J. ELLIS	DATE	BY					
CHECKED BY	M. GISEBURT							
PROJ. ENGR.	C. ANDERSON							
REGIONAL ADM.	B. NIELSEN							



PLAN



PROFILE

SECTION 1

GENERAL NOTES:

- CONSTRUCTION LIMITS ARE PROVIDED ON SHEET SP1.
- LIMIT DISTURBANCE TO ONLY THOSE AREAS NECESSARY FOR CONSTRUCTING THE PROPOSED IMPROVEMENTS.
- CONTOURS REPRESENT FINAL GRADE. REFER TO DETAILS AND CROSS SECTIONS TO DETERMINE FULL DEPTH OF EXCAVATION.
- PILCHUCK RIVER HAS A ROCK LINER. SIZE OF ROCK AND EXTENT IS UNKNOWN. WHERE LINER IS FOUND WITHIN EXCAVATION LIMITS, LINER SHALL BE REMOVED AND REPLACED AT LOWER DEPTH (SEE SPECIAL PROVISION FOR RIVER LINER REMOVAL AND RESTORATION).
- STREAM CONSTRUCTION ALIGNMENT TABLE IS PROVIDED ON SHEET ##.
- LWM NOT SHOWN ON PROFILE FOR CLARITY.
- SEE LOG TYPE AND PLACEMENT SCHEDULES ON SHEET CD2.
- FOR LOG PLACEMENT WITHIN CULVERT SEE DETAIL ON SHEET CD1.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND ALL COUNTY PERMITS. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF WSDOT STANDARD PLANS AND SPECIFICATIONS INCLUDING AMENDMENTS.
- NO UTILITIES HAVE BEEN IDENTIFIED WITHIN THE PROJECT LIMITS. CONTRACTOR TO FIELD VERIFY. CALL FOR LOCATE A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY EXCAVATION: 1-800-424-5555.
- CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTATION INCLUDING BUT NOT LIMITED TO PROPERTY CORNERS, RIGHT-OF-WAY MARKERS AND CONTROL POINTS. CONTRACTOR SHALL NOTIFY OWNER OF ANY SURVEY MONUMENTS TO BE DISTURBED BY CONSTRUCTION ACTIVITIES.
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- ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS, OR AS SHOWN IN THE PLANS, BY THE CONTRACTOR.

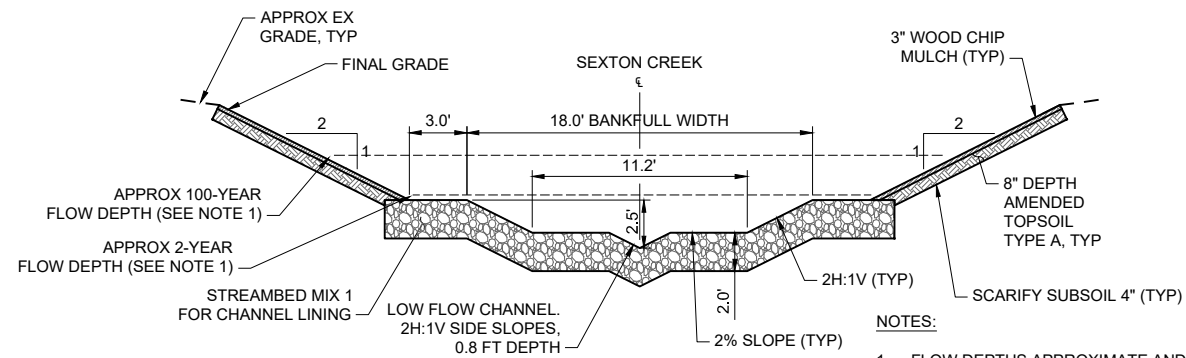
CONSTRUCTION NOTES:

- REMOVE EXISTING CONCRETE SACK FISHWAY, TYP. (4 SETS). PAID FOR BY REMOVAL OF STRUCTURES AND OBSTRUCTIONS.
- REMOVE APPROX. 130 LF FENCE (SEXTON RD STA 16+00.71, 26.40' RT TO STA 17+32.56, 32.85' RT). PAID FOR BY REMOVAL OF STRUCTURES AND OBSTRUCTIONS. EXTENT OF REMOVAL TO BE APPROVED BY ENGINEER.
- INSTALL TYPE A LWM PER DETAIL ON SHEET CD1, TYP.
- INSTALL TYPE B LWM PER DETAIL ON SHEET CD1, TYP.
- INSTALL TYPE C LWM PER DETAIL ON SHEET CD1, TYP.
- REMOVE (2) 75 LF EXISTING 66" CMP CULVERTS. PAID FOR BY REMOVAL OF STRUCTURES AND OBSTRUCTIONS.
- INSTALL BOTTOMLESS STEEL ARCH CULVERT SYSTEM, INCL. ASSEMBLY. SLOPE 0.57%. FOOTING PER DETAIL ON SHEET BA1.
- INSTALL CONTRACTOR DESIGNED STEEL HEADWALL AND WINGWALLS. (PAID BY BOTTOMLESS STEEL ARCH CULVERT SYSTEM, INCL. ASSEMBLY)
- SEE STRUCTURE LOCATION TABLE (TYP) ON SHEET RS1.

Exhibit A  
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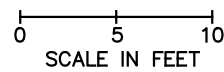
FILE NAME	\$\$\$\$\$DESIGNFILENAME\$\$\$\$\$	REGION NO.	STATE	FED.AID PROJ.NO.	SNOHOMISH COUNTY DEPARTMENT CONSERVATION AND NATURAL RESOURCES	Washington State Department of Transportation	US 2 SEXTON CREEK TO PILCHUCK RIVER FISH PASSAGE STREAM PLAN	PLAN REF NO	CR1
TIME	\$TIME\$	10	WASH					SHEET	31
DATE	\$\$\$\$DATE\$\$\$	JOB NUMBER	24A024	CONTRACT NO.	FUNDING NO.	RR48666	OF	88	
PLOTTED BY	K. DUFF	CONTRACT NO.		LOCATION NO.			SHEETS	88	
DESIGNED BY	J. ELLIS								
ENTERED BY	J. ELLIS								
CHECKED BY	M. GISEBURT								
PROJ. ENGR.	C. ANDERSON								
REGIONAL ADM.	B. NIELSEN								
REVISION		DATE	BY						





NOTES:  
 1. FLOW DEPTHS APPROXIMATE AND BASED ON SEXTON CREEK FLOWS WITHOUT MAJOR FLOOD ON PILCHUCK RIVER (I.E., NO SIGNIFICANT BACKWATER)

SECTION  
 PROPOSED SEXTON CREEK CHANNEL  
 SEXTON CREEK STA 60.80 TO 2+16.69, SEXTON CREEK STA 2+73.94 TO 2+93.47

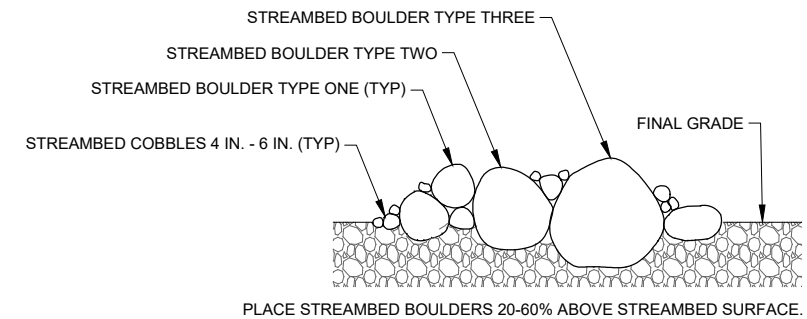


STREAMBED MIX BY WEIGHT							
MIX #	STREAMBED SEDIMENT	STREAMBED COBBLES 4 IN.	STREAMBED COBBLES 6 IN.	STREAMBED COBBLES 10 IN.	STREAMBED COBBLES 12 IN.	STREAMBED BOULDER TYPE ONE	STREAMBED BOULDER TYPE TWO
1	50%	40%	10%	-	-	-	-
2	10%	-	10%	10%	30%	30%	10%

Exhibit A  
 GCB 4099  
 Page 6 of 14

LOG PLACEMENT SCHEDULE					
LOG TYPE CONFIGURATION	NUMBER	NO. OF LOGS PER CONFIGURATION	LOG DBI (IN)	LOG LENGTH (FT)*	TOTAL NUMBER OF LOGS
LWM TYPE A	2	1	24 TO 30	25 TO 30	2
LWM TYPE B	1	2	24 TO 30	20 TO 25	2
LWM TYPE C	2	3	18 TO 24	12 TO 18	6
MWM	5	1	12 TO 18	12 TO 18	5

\* INCLUDES ROOTWAD



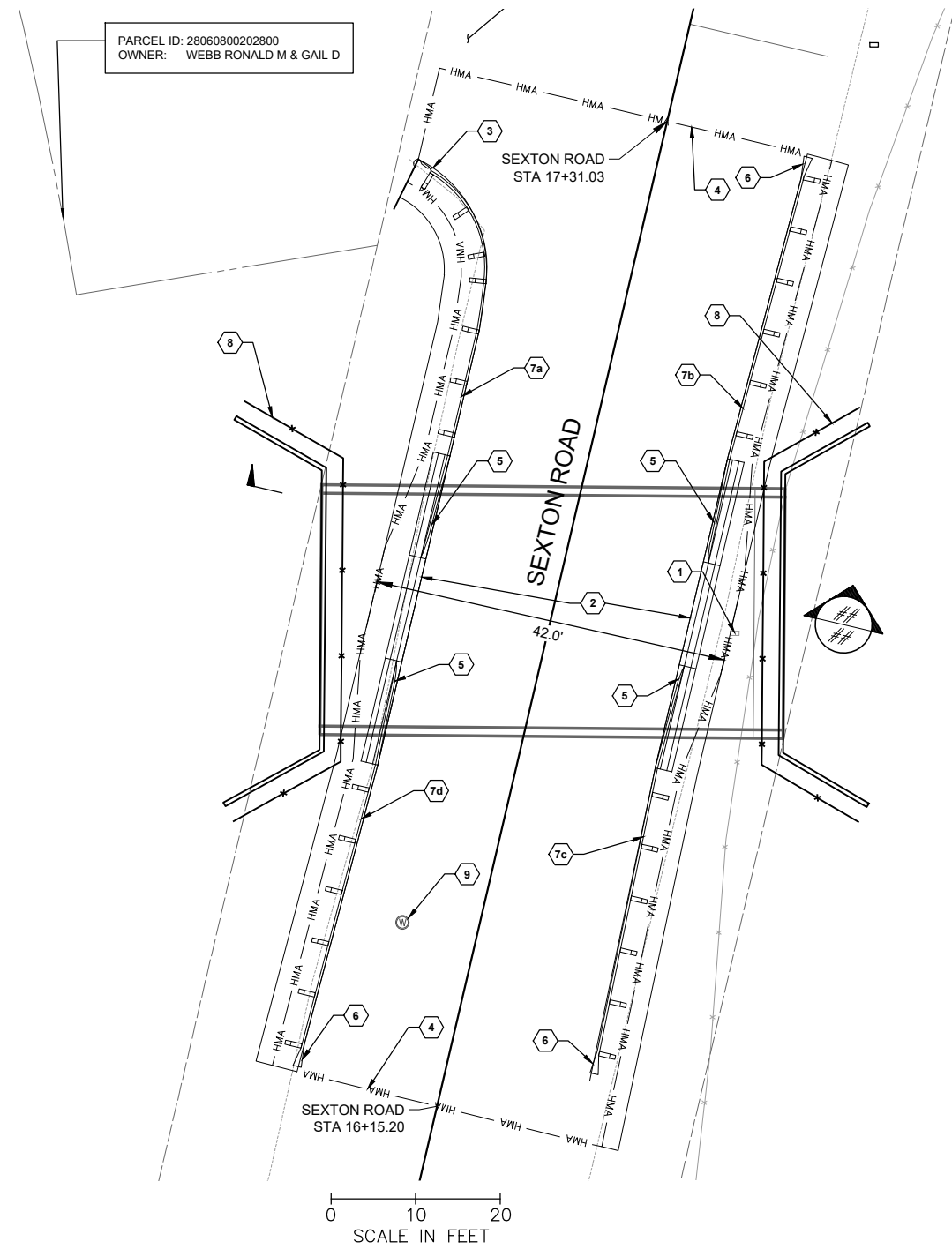
LEGEND

- WOOD CHIP MULCH
- TOPSOIL
- STREAMBED AGGREGATE (SECTION)

SECTION 1

FILE NAME	\$\$\$\$\$DESIGNFILENAME\$\$\$\$\$	REGION NO.	STATE	FED.AID PROJ.NO.	SNOHOMISH COUNTY DEPARTMENT CONSERVATION AND NATURAL RESOURCES	Washington State Department of Transportation	US 2 SEXTON CREEK TO PILCHUCK RIVER FISH PASSAGE	PLAN REF NO CD2
TIME	\$\$\$TIME\$\$\$	10	WASH					
DATE	\$\$\$DATE\$\$\$	100% PER		CONTRACT NO.	FUNDING NO. RR48666	SHEET 36 OF 88 SHEETS		
PLOTTED BY	K. DUFF	DATE	BY	LOCATION NO.				
DESIGNED BY	J. ELLIS	100% PER						
ENTERED BY	J. ELLIS	100% PER						
CHECKED BY	M. GISEBURT	100% PER						
PROJ. ENGR.	C. ANDERSON	100% PER						
REGIONAL ADM.	B. NIELSEN	100% PER						

PARCEL ID: 28060800202800  
OWNER: WEBB RONALD M & GAIL D



PLAN

**GENERAL NOTES:**

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4. NO UTILITIES HAVE BEEN IDENTIFIED WITHIN THE PROJECT LIMITS. CONTRACTOR TO FIELD VERIFY. CALL FOR LOCATE A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY EXCAVATION: 1-800-424-5555.
5. CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTATION INCLUDING BUT NOT LIMITED TO PROPERTY CORNERS, RIGHT-OF-WAY MARKERS AND CONTROL POINTS. CONTRACTOR SHALL NOTIFY OWNER OF ANY SURVEY MONUMENTS TO BE DISTURBED BY CONSTRUCTION ACTIVITIES.
6. CONTRACTOR SHALL ENSURE TRAFFIC SAFETY AT ALL TIMES DURING CONSTRUCTION. ALL TRAFFIC CONTROL MEASURES SHALL BE PLACED PRIOR TO CONSTRUCTION AND SHALL CONFORM TO LATEST EDITION OF MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
7. CONTRACTOR SHALL MAINTAIN ACCESS TO HOMES, AS IDENTIFIED IN THE PLANS, DURING CONSTRUCTION. CONTRACTOR SHALL COORDINATE TEMPORARY DRIVEWAY CLOSURES WITH THE PROPERTY OWNERS AND PROVIDE WRITTEN NOTICE OF AT LEAST TWO BUSINESS DAYS IN ADVANCE OF THE WORK.
8. NO STOCKPILING OR STAGING AREA HAS BEEN PROVIDED FOR THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROCURING STAGING AND STOCKPILING AREAS IF NECESSARY.
9. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS, OR AS SHOWN IN THE PLANS, BY THE CONTRACTOR.

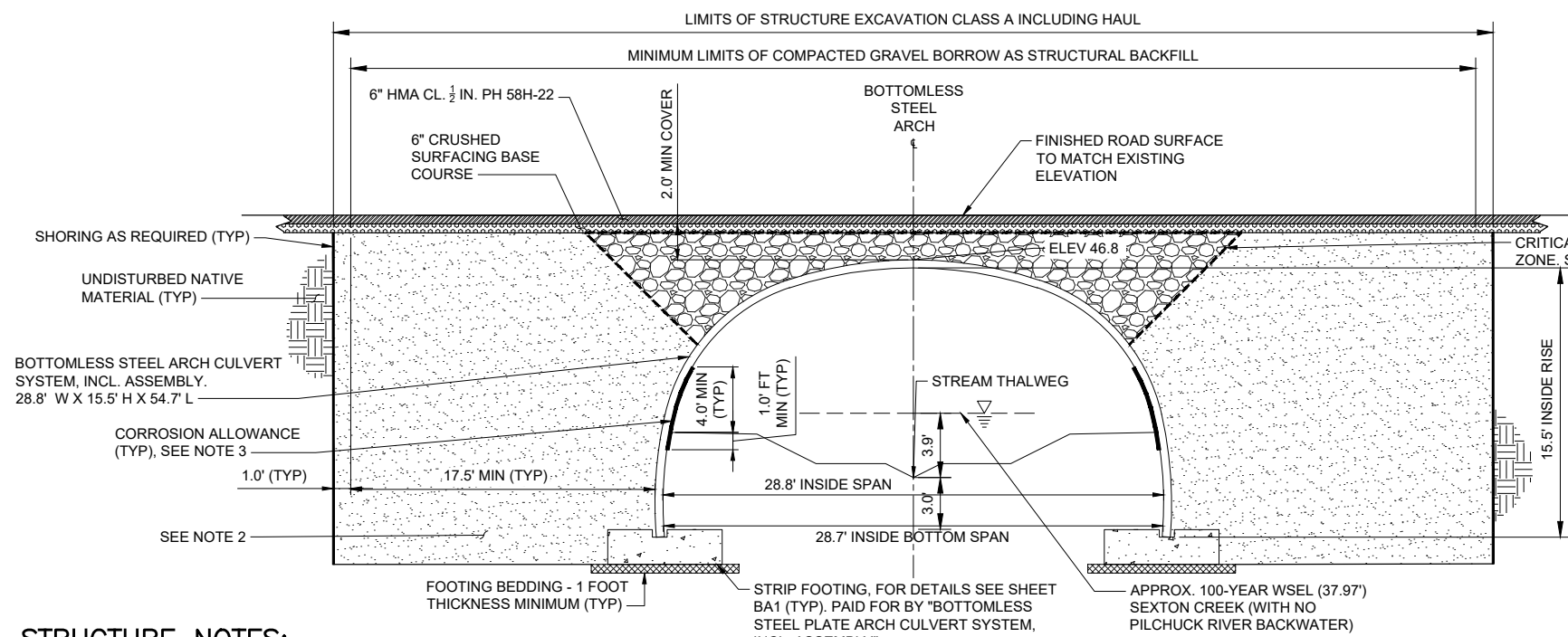
**CONSTRUCTION NOTES:**

- ① REMOVE AND REPLACE MAILBOX TO APPROX. SEXTON RD STA 17+45.38, 21.75' RT. INSTALL NEW MAILBOX SUPPORT TYPE 1 PER WSDOT STD PLAN H-70.10. LOCATION TO BE APPROVED BY ENGINEER. REMOVE AND REPLACE MAILBOX SHALL BE PAID UNDER REMOVAL OF STRUCTURES AND OBSTRUCTIONS.
- ② INSTALL 75 LF CONCRETE BARRIER TYPE F PER WSDOT STD PLAN C-60.10. BARRIERS SHALL BE JOINED BY PINS AND SHALL BE ANCHORED PER WSDOT STD PLAN C-60.10. OMIT ANCHORING WHERE LESS THAN 0.5' CLEAR BETWEEN END OF ANCHOR AND TOP OF BURIED STRUCTURE.
- ③ INSTALL BEAM GUARDRAIL (TYPE 31) ANCHOR TYPE 11 PER WSDOT STD PLAN C-23.70.
- ④ SAWCUT, REMOVE, AND REPLACE EXISTING PAVEMENT. PAID FOR BY REMOVING ASPHALT CONC. PAVEMENT.
- ⑤ INSTALL BEAM GUARDRAIL TRANSITION SECTION TYPE 24 PER WSDOT STD PLAN C-25.30 AND GUARDRAIL CONNECTION TO CONCRETE BARRIER (B CONNECTION) PER WSDOT STD PLAN C-24.10.
- ⑥ INSTALL NON-FLARED TERMINAL MSKT-SP-MGS WITH 1 FT OFFSET PER WSDOT STD PLAN C-22.45.
- ⑦ INSTALL BEAM GUARDRAIL TYPE 31 PER WSDOT STD PLAN C-20.10.  
7a - 37 LF      7b - 35 LF  
7c - 35 LF      7d - 35 LF
- ⑧ INSTALL 130 LF TYPE 4 CHAIN LINK FENCE PER WSDOT STANDARD PLAN L-20.10. SEXTON RD STA 16+38.92, 31.05' LT TO STA 16+87.51, 41.02' LT (WITH ANGLE POINTS AT STA 16+48.64, 20.34' LT AND STA 16+83.60, 28.20' LT) AND SEXTON RD STA 16+55.60, 40.77' RT TO STA 17+03.25, 29.80' RT (WITH ANGLE POINTS AT STA 16+59.56, 28.15' RT AND STA 16+94.49, 20.30' RT).
- ⑨ CONTRACTOR TO DECOMMISSION EXISTING GROUNDWATER MONITORING WELL. SEE SPECIAL PROVISIONS FOR REQUIREMENTS.

**SECTION 1**

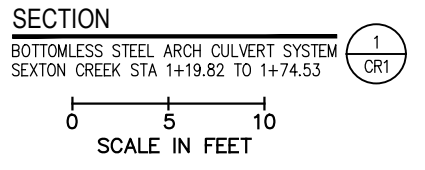
Exhibit A  
GCB 4099  
Page 7 of 14

FILE NAME		\$\$\$\$\$\$DESIGNFILENAME\$\$\$\$\$\$		REGION NO.		STATE		FED.AID PROJ.NO.		 Washington State Department of Transportation		<b>US 2</b> <b>SEXTON CREEK TO PILCHUCK RIVER</b> <b>FISH PASSAGE</b> <b>PAVEMENT AND PAVEMENT</b> <b>MARKNG PLAN</b>		PLAN REF NO	
TIME		\$\$\$TIME\$\$\$		10		WASH		LIMITINARY						PV1	
DATE		\$\$\$\$DATE\$\$\$		JOB NUMBER		24A024		CONTRACT NO.		LOCATION NO.		SHEET		53	
PLOTTED BY		K. DUFF		CONTRACT NO.		24A024		LOCATION NO.		FUNDING NO.		OF		88	
DESIGNED BY		J. ELLIS		DATE				BY		RR48666		SHEETS		88	
ENTERED BY		J. ELLIS		REVISION											
CHECKED BY		M. GISEBURT		DATE											
PROJ. ENGR.		C. ANDERSON		DATE											
REGIONAL ADM.		B. NIELSEN		DATE											



**STRUCTURE NOTES:**

- INITIAL LIFTS OVER CROWN OF STRUCTURE WITHIN CRITICAL BACKFILL ZONE SHALL BE GRAVEL BORROW COMPACTED TO REQUIRED 95% DENSITY PER REQUIREMENTS OF SPECIAL PROVISIONS.
- EMBANKMENT FILL SHALL BE GRAVEL BORROW FOR STRUCTURAL EARTH WALL PER REQUIREMENTS OF SPECIAL PROVISIONS.
- ADDITIONAL PLATE THICKNESS SHALL BE PROVIDED AS A CORROSION ALLOWANCE OVER THE INDICATED AREAS. PLATE SHALL BE ONE GAUGE SIZE THICKER THAN THE MINIMUM PROVIDED IN THE SPECIAL PROVISIONS.
- STRUCTURE MATERIAL SHALL BE DEEP CORRUGATION MULTI PLATE TO ACCOMMODATE DIFFERENTIAL SETTLEMENT.
- EXCAVATION, BACKFILL, DEWATERING, WINGWALL, CONCRETE STRIP FOOTING, AND BEDDING PAID BY BOTTOMLESS STEEL ARCH CULVERT SYSTEM, INCL. ASSEMBLY.

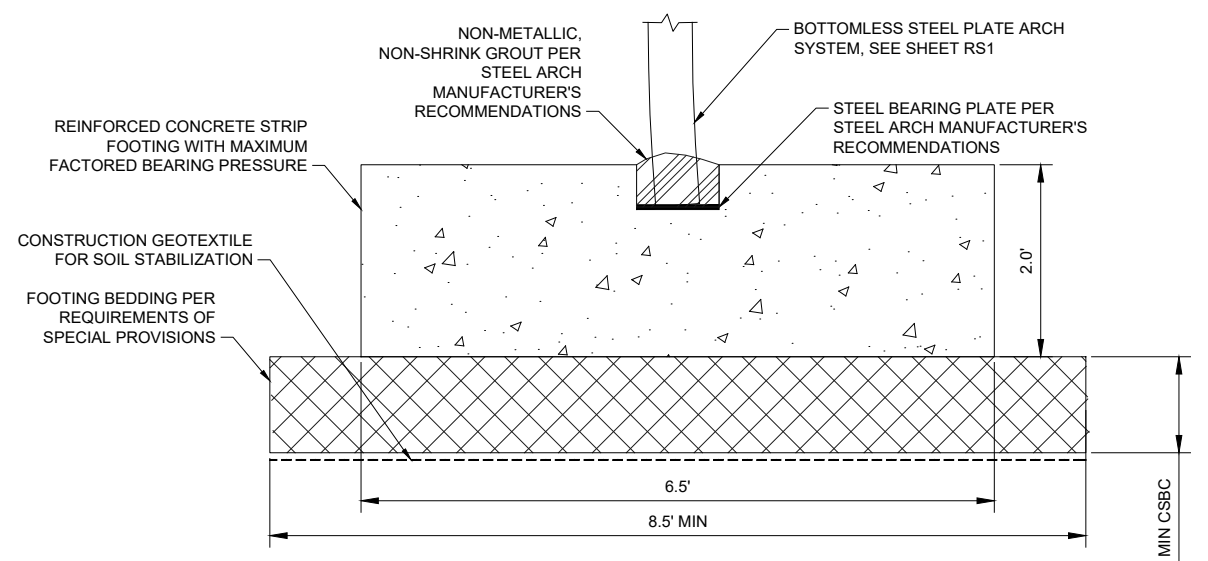


STRUCTURE LOCATION TABLE			
POINT	STATION	OFFSET	ELEVATION
CP-1	16+51.67	23.59' LT	31.05
CP-2	16+79.47	29.84' LT	31.05
CP-3	16+91.47	23.54' RT	31.37
CP-4	16+63.66	29.79' RT	31.37

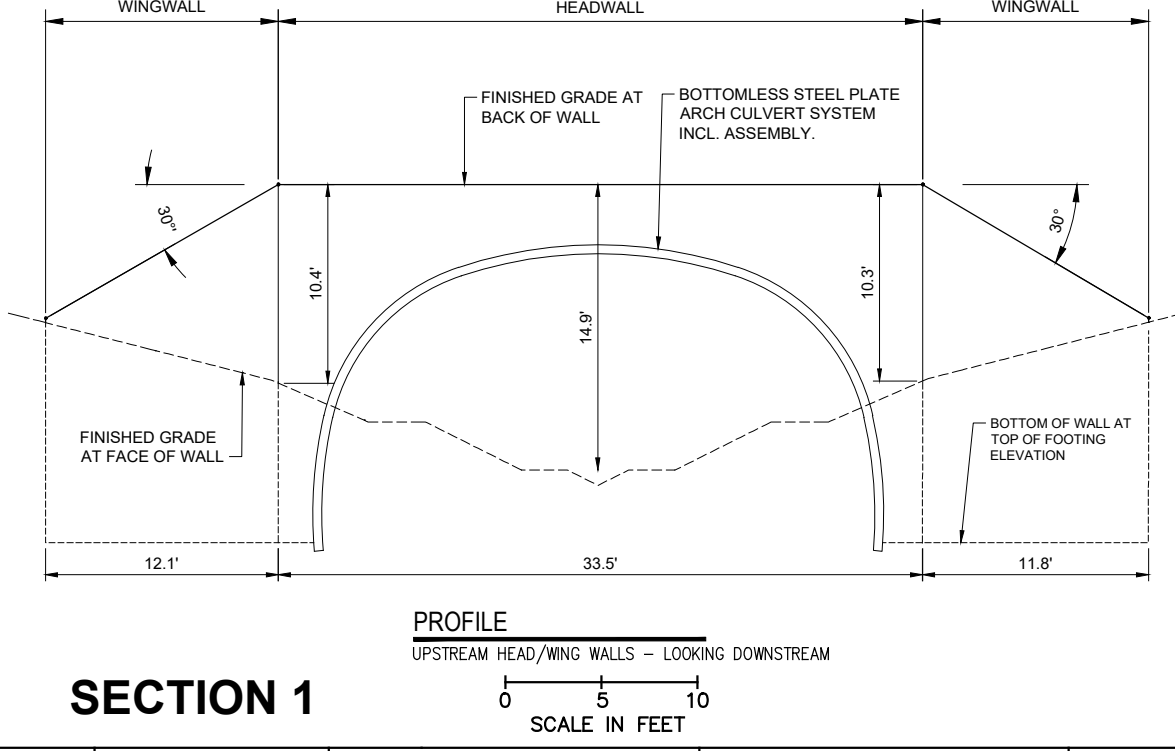
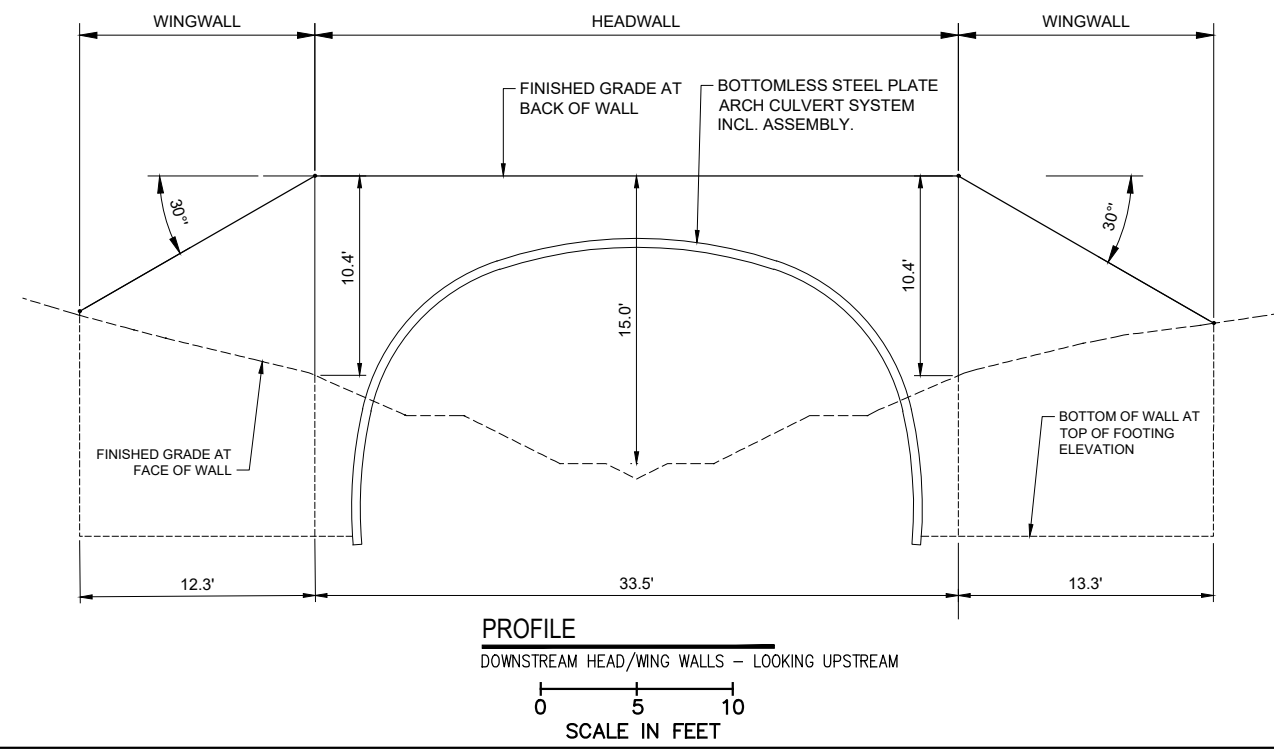
NOTE: ELEVATIONS REFLECT TOP OF FOOTING AT INSIDE FACE OF STRUCTURE

**FOOTING NOTES:**

- STRIP FOOTING WIDTH GIVEN IS FOR BIDDING PURPOSES ONLY. THE CONTRACTOR SHALL DESIGN THE FOOTINGS TO MEET THE FOLLOWING MAXIMUM FACTORED BEARING PRESSURES UNDER THE REACTION FORCES PROVIDED BY THE STEEL ARCH MANUFACTURER:
  - STRENGTH LIMIT STATE = 8,000 PSF
  - EXTREME LIMIT STATE = 16,000 PSF
- CONTRACTOR SHALL DETERMINE THE THICKNESS OF FOOTING BEDDING REQUIRED BASED ON SPECIAL PROVISION REQUIREMENTS, GEOTECHNICAL RECOMMENDATIONS, AND STEEL ARCH MANUFACTURER'S RECOMMENDATIONS.
- STRIP FOOTING, BEDDING, AND GEOTEXTILE PAID FOR BY "BOTTOMLESS STEEL PLATE ARCH CULVERT SYSTEM, INCL. ASSEMBLY".



**DETAIL**  
REINFORCED CONCRETE STRIP FOOTING  
SCALE: NTS



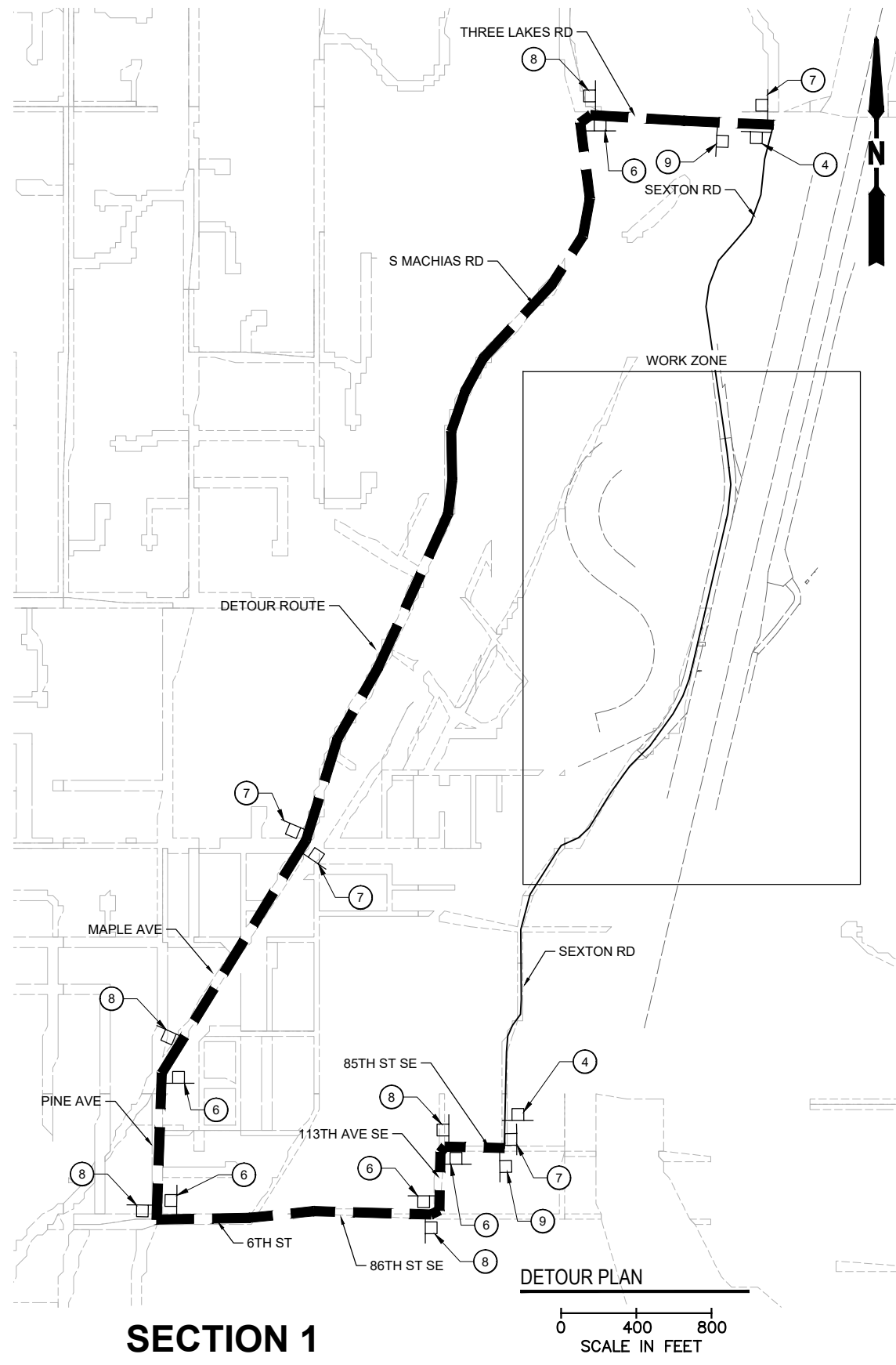
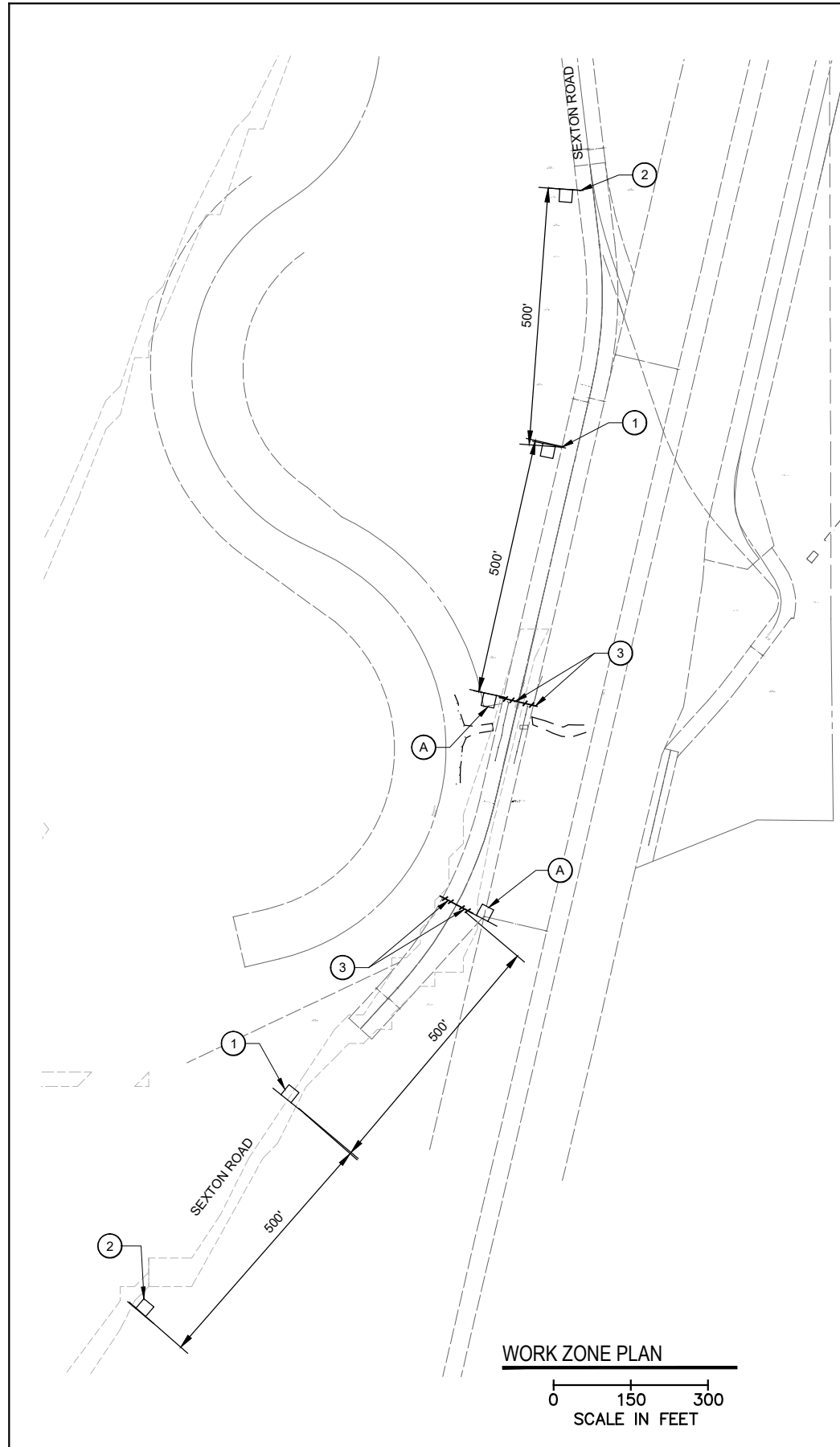
**SECTION 1**

**LEGEND**

	CONCRETE
	GRAVEL BEDDING FOR FOUNDATIONS
	NON-SHRINK GROUT
	HMA CL. 1/2 IN. PH 58H-22
	NATIVE SOIL
	CRUSHED SURFACING BASE COURSE
	GRAVEL BORROW FOR STRUCTURAL EARTH WALL INCL. HAUL
	CRITICAL BACKFILL ZONE - GRAVEL BORROW FOR STRUCTURAL EARTH WALL INCL. HAUL

Exhibit A  
GCB 4099  
Page 8 of 14

FILE NAME	\$\$\$\$\$DESIGNFILENAME\$\$\$\$\$	REGION NO.	STATE	FED.AID PROJ.NO.	SNOHOMISH COUNTY DEPARTMENT CONSERVATION AND NATURAL RESOURCES	Washington State Department of Transportation	US 2 SEXTON CREEK TO PILCHUCK RIVER FISH PASSAGE	PLAN REF NO BA1
TIME	\$\$\$TIME\$\$\$	10	WASH					
DATE	\$\$\$DATE\$\$\$	JOB NUMBER	24A024	CONTRACT NO.	FUNDING NO. RR48666	SHEET 58 OF 88 SHEETS		
PLOTTED BY	K. DUFF	REVISION	DATE	BY				
DESIGNED BY	J. ELLIS	100% PER		DATE			STRUCTURE DETAILS	
ENTERED BY	J. ELLIS	P.E. STAMP BOX						
CHECKED BY	M. GISEBURT							
PROJ. ENGR.	C. ANDERSON							
REGIONAL ADM.	B. NIELSEN							



**GENERAL NOTES:**

1. ALL TRAFFIC CONTROL DEVICES AND PROCEDURES SHALL COMPLY WITH MUTCD AND ADA REQUIREMENTS.
2. ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE NOTED.
3. ALL CONSTRUCTION SIGNS ARE CLASS A UNLESS NOTED OTHERWISE.
4. SIGN SPACING MAY BE ADJUSTED TO FIT AT-GRADE INTERSECTIONS, DRIVEWAYS, AND OTHER ROADWAY CONDITIONS.
5. DURING ROAD CLOSURE OF SEXTON RD, PLACE DETOUR SIGNS TO ROUTE TRAFFIC WEST TO S MACHIAS RD AND MAPLE AVE. SIGNAGE SHALL BE LOCATED AT EACH INTERSECTION ALONG THE ROUTE.
6. POST SPECIAL SIGN MINIMUM 7 DAYS IN ADVANCE OF CLOSURE.
7. FOR ADDITIONAL SIGN INFORMATION INCLUDING LETTER HEIGHT CONSULT THE FHWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE WSDOT MANUAL M55-05.
8. CONTRACTOR SHALL ENSURE TRAFFIC SAFETY AT ALL TIMES DURING CONSTRUCTION. ALL TRAFFIC CONTROL MEASURES SHALL BE PLACED PRIOR TO CONSTRUCTION AND SHALL CONFORM TO LATEST EDITION OF MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
9. CONTRACTOR SHALL MAINTAIN ACCESS TO HOMES, AS IDENTIFIED IN THE PLANS, DURING CONSTRUCTION. CONTRACTOR SHALL COORDINATE TEMPORARY DRIVEWAY CLOSURES WITH THE PROPERTY OWNERS AND PROVIDE WRITTEN NOTICE OF AT LEAST TWO BUSINESS DAYS IN ADVANCE OF THE WORK.

**TRAFFIC CONTROL SIGN SCHEDULE**

NOTE	DESIGNATION	SIGN DESCRIPTION	SIZE
①	W20-3	ROAD CLOSED 500 FT	60"X30"
②	W20-3	ROAD CLOSED 1000 FT	60"X30"
③	R11-2	ROAD CLOSED W/ TYPE III BARRICADE	48"X30"
④	R11-3A	ROAD CLOSED 0.5 MILE AHEAD, LOCAL ACCESS ONLY	60"X30"
⑤	M20-2	DETOUR 1000 FT	48"X48"
⑥	M4-8R	DETOUR RIGHT W/ SNS	30"X24"
⑦	M4-8S	DETOUR STRAIGHT W/ SNS	30"X24"
⑧	M4-8L	DETOUR LEFT W/ SNS	30"X24"
⑨	M4-8A	END DETOUR	24"X18"
Ⓐ	SPECIAL	THIS ROAD WILL BE CLOSED XX/XX/XXXX THRU XX/XX/XXX	48"X60"

\* SNS = STREET NAME SIGN PLQ. 6" CHARACTERS BLACK ON ORANGE.

**DETOUR SIGN SPACING**

POSTED SPEED LIMIT	SIGN SPACING
45/50 MPH	500'±
35/40 MPH	350'±
25/30 MPH	200'±

**LEGEND**

- TYPE 3 BARRICADE
- CONSTRUCTION SIGN CLASS A

**THIS ROAD  
WILL BE  
CLOSED  
XX/XX/XX  
THRU  
XX/XX/XX**

SPECIAL SIGN Ⓐ

Exhibit A  
GCB 4099  
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**SECTION 1**

FILE NAME	\$\$\$\$\$DESIGNFILENAME\$\$\$\$\$			REGION NO.	STATE	FED.AID PROJ.NO.	P R E L I M I N A R Y	SNOHOMISH COUNTY DEPARTMENT CONSERVATION AND NATURAL RESOURCES		<b>US 2 SEXTON CREEK TO PILCHUCK RIVER FISH PASSAGE</b>	PLAN REF NO
TIME	\$\$\$DATE\$\$\$	100% PER	10 WASH	CONTRACT NO.	LOCATION NO.	DATE		FUNDING NO. RR48666	Department of Transportation	<b>DETOUR PLAN</b>	TC9
DESIGNED BY	J. ELLIS										SHEET 85 OF 88 SHEETS
ENTERED BY	J. ELLIS										
CHECKED BY	M. GISEBURT										
PROJ. ENGR.	C. ANDERSON										
REGIONAL ADM.	B. NIELSEN	REVISION	DATE	BY							

1 6-03.2.GR6

2 **Materials**

3

4 6-03.2.INST1.GR6.docx

5 Section 6-03.2 is supplemented with the following:

6

7 BottomlessCulvertMaterials.docx

8 (\*\*\*\*\*)

9 **Bottomless Steel Arch Culvert System, Incl. Assembly**

10 The galvanized steel structural plate used in the bottomless steel arch culvert, headwall,  
11 wingwalls, and all appurtenant items shall conform to the requirements of AASHTO M167 /  
12 ASTM A761. The galvanized steel plate barrel shall have a minimum thickness of 0.218 inch  
13 (Gauge 5). A corrosion allowance of 1/16 inch shall be added to the minimum plate thickness  
14 in the areas indicated on the Plans. The annular corrugation profile shall have an AASHTO  
15 recognition of minimum 15 years.

16

17 Bolts, rods, and nuts for the culvert and its appurtenances shall conform to the requirements  
18 of ASTM A307, ASTM A449, ASTM A563, and shall be galvanized per ASTM F2329.

19

20 Concrete for reinforced concrete footings shall meet the requirements of Standard  
21 Specifications 6-02.3(2)A2 Contractor Mix Design for Self-Consolidating Concrete (SCC)  
22 and Class 5000.

23

24 Reinforcing steel for footings shall meet the requirements of Standard Specification Section  
25 9-07.

26

27 Construction geotextile for soil stabilization shall meet the requirements of Standard  
28 Specification Section 9-33.

29

30 6-03.3.GR6

31 **Construction Requirements**

32

33 6-03.3.INST1.GR6

34 Section 6-03.3 is supplemented with the following:

35

36 BottomlessCulvertConstructionRequirements.docx

37 (\*\*\*\*\*)

38 **Bottomless Steel Arch Culvert System, Incl. Assembly**

39 The Contractor shall prepare the design in accordance with Section 6-20.3(1)A1. The  
40 Contractor shall furnish all labor, material and equipment and perform all work and services  
41 except those set out and furnished by the Owner, necessary to complete in a satisfactory  
42 manner the site preparation, excavation, filling, compaction, and grading as shown on the  
43 plans and as described therein. This work shall consist of all mobilization, clearing and grading,  
44 grubbing, stripping, removal of existing material unless otherwise stated, excavation,  
45 dewatering, bedding and leveling, backfilling, spreading and compaction of the fill, and all  
46 subsidiary work necessary to complete the grading of the cut and fill areas to conform with the  
47 lines, grades, slopes, and specifications. This work is to be accomplished under the  
48 observation of the Owner or his designated representative.



1 Prior to bidding the work, the Contractor shall examine, investigate, and inspect the  
2 construction site as to the nature and location of the work, and the general and local conditions  
3 at the construction site, including without limitation, the character of surface or subsurface  
4 conditions and obstacles to be encountered on and around the construction site and shall  
5 make such additional investigation as he may deem necessary for the planning and proper  
6 execution of the work.  
7

8 If conditions other than those indicated are discovered by the Contractor, the Owner shall be  
9 notified immediately. The material which the Contractor believes to be a changed condition  
10 shall not be disturbed so that the Owner can investigate the condition.  
11

12 **General**

- 13 1. Manufacturer shall fabricate the bottomless steel arch culvert system as shown  
14 on the plans. Fabrication shall conform to the requirements of ASTM A-761 and  
15 shall consist of plates, fasteners, and appurtenant items.
- 16 2. Plate thickness, end treatment and type of invert and foundation shall be as  
17 indicated on the plans. All manufacturing processes including corrugating,  
18 punching, curving and required galvanizing shall be performed within the  
19 United States of America.
- 20 3. The contractor shall verify all field dimensions and conditions prior to ordering  
21 materials.  
22

23 **Design Criteria**

24 Bottomless steel arch culvert system, as described herein, shall be Contractor  
25 Supplied Design. The contractor shall design the bottomless steel plate arch culvert,  
26 steel plate headwalls and wingwalls, any soil reinforcement associated with the steel  
27 headwalls and wingwalls, and the reinforced concrete footings as a Class 2 buried  
28 structure in accordance with the general design criteria given in Standard  
29 Specifications Section 6.20.3(1)C.  
30

31 The Contractor shall use the Geotechnical Report prepared for the culvert structure.  
32 The Contractor shall complete any additional geotechnical investigation and design  
33 necessary for this work consistent with the requirements of Section 6.20.3(1)D.  
34 Potential liquefaction need not be mitigated through ground improvement. However,  
35 the bottomless steel arch culvert system shall be designed to accommodate the  
36 anticipated differential settlements due to liquefaction.  
37

38 The Contractor shall submit a Load Rating Report in accordance with the requirements  
39 of Section 6.20.3(2)B, AASHTO Manual for Bridge Evaluation and the WSDOT Bridge  
40 Design Manual LRFD M23-50 Chapter 13.  
41

42 Tolerances shall conform to the requirements of Section 6.20.3(3).  
43

44 **Assembly and Installation**

45 Assembly and installation shall conform to the requirements of Section 6.20.3(8)  
46 supplemented with the following:  
47

- 48 1. The bottomless steel arch culvert shall be assembled in accordance with the  
49 plate layout drawings provided by the manufacturer and per the manufacturer's  
50 recommendations.  
51

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- i. Bolts shall be tightened in accordance with shop drawings provided by the manufacturer using an applied torque of between 100 and 300 foot-pounds. Torque levels are for installation, not residual in-service requirements.
- 2. The bottomless steel arch culvert shall be installed in accordance with the plans, specifications, manufacturer’s shop drawings per Section 6-20.3(2)C and manufacturer’s recommendations per 6-20.3(2)F accompanying the shipment of materials and showing the position of all plates and sequence of assembly.
- 3. Trench excavation shall be made in embankment material that is structurally adequate conforming to the requirements of Section 6-20.3(5). The trench width shall be shown on the plans. Poor quality in-situ embankment material must be removed and replaced with suitable backfill as directed by the Engineer.
- 4. Shoring shall follow the provisions of Section 2-09.3(3)D and will be paid as “Shoring or Extra Excavation Cl. A.”
- 5. Foundations shall be constructed in accordance with the Plans and Section 6-20.3(6)B.
- 6. Bedding preparation for the footings shall conform to the Plans and the requirements of Section 6.20.3(6). The bed should be constructed to uniform line and grade to avoid distortions that may create undesirable stresses in the structure and/or rapid deterioration of the roadway. The bed should be free of rock formations, protruding stones, frozen lumps, roots, and other foreign matter that may cause unequal settlement. The bedding shall provide a factored bearing resistance of minimum 8,000 pounds per square foot (psf) for Strength-I Limit State and 16,000 psf for Extreme Event Limit State.
- 7. The structure shall be assembled in accordance with the Manufacturer's instructions. All plates shall be unloaded and handled with reasonable care. Plates shall not be rolled or dragged over gravel rock and shall be prevented from striking rock or other hard objects during placement in trench or on bedding.
  - i. When assembled on a reinforced concrete footing, the structure shell shall be assembled along the footing starting at the upstream end. Circumferential seams shall be installed with the plate laps shingled downstream as viewed from the inside of the structure.

**Backfilling**

- 1. Backfill adjacent to and directly above the culvert (identified as critical backfill zone in the Plans) shall conform to the requirements of Section 2-03.3(14)K.
- 2. Backfill placed due to extra excavation of the existing road embankment and above the critical backfill zone shall be placed in accordance with Section 2-03.3(14)C. The horizontal layer depth shall not exceed 6 inches prior to compaction.

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3. Backfill in the critical backfill zone shown on the Plans shall meet the requirements of Section 6-20.3(9)A and 9-03.14(4) Gravel Borrow for Structural Earth Wall.
4. Backfill in other portions of the road embankment shall meet the requirements of Section 9-03.14(4) Gravel Borrow for Structural Earth Wall.
5. Additional gradation requirements by the structure manufacturer may apply.
6. Backfill must be placed symmetrically on each side of the structure per the requirements of Section 6-20.3(9).
7. The culvert manufacturer's ground reinforcement system for steel headwalls and wingwalls shall conform to the requirements of Section 6-20.3(10) with the exception of allowing metallic ground reinforcement below 100-year mean recurrence interval water surface; pH levels shall be monitored. Ground reinforcement system for steel headwalls and wingwalls shall be installed per culvert manufacturer's recommendations.
8. The Contractor is responsible for maintaining the integrity of the culvert and its appurtenances during installation.
9. The steel culvert shape shall be monitored by the Contractor regularly during backfilling of the structure. The magnitude of allowable shape change shall meet the manufacturer's recommendations and requirements of Section 6-20.3(3). A manufacturer's representative, with a minimum of 5 years of experience installing similar structures, shall assist as described in Section 6-20.3(4)A. Contractor shall vary compaction methods and equipment as needed to prevent unacceptable levels of distortion in the culvert shape.
10. Construction loads that exceed highway load limits are not allowed to cross the structure without approval from the Engineer. Normal highway traffic shall not be allowed to cross the structure until the structure has been backfilled and paved. During backfill, only small vehicles (D-4 or smaller) shall be allowed near the structure as fill progresses above the crown and to finished grade.

6-03.5.GR6

**Payment**

6-03.5.INST2.GR6

Section 6-03.5 is supplemented with the following:

BottomlessCulvertPayment.docx

(\*\*\*\*\*)

**Bottomless Steel Arch Culvert System, Incl. Assembly**

Exhibit A GCB 4099 Page 13 of 14
--

1 “Bottomless Steel Arch Culvert System, Incl. Assembly”, lump sum.

2

3 The Lump Sum contract price for “Bottomless Steel Arch Culvert System, Incl.  
4 Assembly” shall be full compensation for all materials, labor, incidents, tools, and  
5 equipment necessary to furnish and install the bottomless steel arch system, consisting  
6 of the bottomless steel plate arch culvert, steep plate headwall and wingwalls with soil  
7 reinforcement, and reinforced concrete strip footings. This item includes, but is not  
8 limited to, engineering design drawings, shop drawings, excavation, dewatering,  
9 bedding/soil prep, backfilling, assembly, and other miscellaneous items necessary for a  
10 complete installation in accordance with the requirements of Standard Specifications,  
11 these Specification, and Contract Plans. Any additional work or materials associated  
12 with the connection of the bottomless steel arch to the foundation system shall be  
13 considered incidental to the cost for “Bottomless Steel Arch Culvert System, Incl.  
14 Assembly”.

PS&E JOB NO: 24A024  
 CONTRACT NO: 000000  
 WORK ORDER#: XL6852

Exhibit B  
 GCB 4099  
 Page 1 of 3

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
 ESTIMATES AND BIDS ANALYSIS SYSTEM  
 \*\*\* PRELIMINARY ESTIMATE - BY GROUP \*\*\*  
 GROUP NO : 1

DATE: 12/05/2024 PAGE: 1  
 TIME: 08:29 VER: 2  
 DOT\_RGG300

PROGRAM ITEM NUMBER : 100207A  
 CONSTR. TYPE CODE :  
 PROGRAM CODE : I4  
 STATE ROUTE(S) : 002  
 COUNTY : SNOHOMISH  
 CONTROL SECTION/SALES TAX : 310630 /9.10%  
 SAFETY CLASS CODE :  
 FUND NO: 10 PARTICIPANT: SNOHOMISH COUNTY

PARTICIPATION PERCENT: 100.00% MAX AMOUNT:

ITEM NO.	STD. NO.	ITEM DESCRIPTION	UNIT MEAS	UNIT PRICE	QUANTITY	AMOUNT
1	0001	MOBILIZATION	L.S.			95,000.00
2	0025	CLEARING AND GRUBBING	ACRE	25,000.0000	0.30	7,500.00
3	0050	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.			25,000.00
4	0120	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	30.0000	465.00	13,950.00
7	0262	DECOMMISSIONING WELLS	L.S.			2,000.00
9	0431	GRAVEL BORROW INCL. HAUL	TON	35.0000	40.00	1,400.00
10	0470	EMBANKMENT COMPACTION	C.Y.	10.0000	40.00	400.00
11	1040	CHANNEL EXCAVATION INCL. HAUL	C.Y.	50.0000	843.00	42,150.00
13	1093	STREAMBED SEDIMENT	TON	150.0000	217.00	32,550.00
14	0900	STREAMBED COBBLES 4 IN.	TON	100.0000	174.00	17,400.00
15	0901	STREAMBED COBBLES 6 IN.	TON	100.0000	43.00	4,300.00
17	0905	STREAMBED BOULDER TYPE ONE	EACH	200.0000	45.00	9,000.00
18	0907	STREAMBED BOULDER TYPE TWO	EACH	400.0000	15.00	6,000.00
19	0908	STREAMBED BOULDER TYPE THREE	EACH	400.0000	17.00	6,800.00
20	0919	WOODY MATERIAL-LOG WITH ROOTWAD DBH 18 IN	EACH	1,000.0000	5.00	5,000.00
21	0919	WOODY MATERIAL-LOG WITH ROOTWAD DBH 24 IN	EACH	1,000.0000	6.00	6,000.00
22	0919	WOODY MATERIAL-LOG WITH ROOTWAD DBH 30 IN	EACH	1,000.0000	4.00	4,000.00
27	3075	TEMPORARY STREAM DIVERSION	L.S.			15,000.00
31	4013	SHORING OR EXTRA EXCAVATION CL. A	L.S.			40,000.00
34		BOTTOMLESS STEEL ARCH CULVERT SYSTEM, INCL. ASSEMBLY	L.S.			656,000.00
36	5100	CRUSHED SURFACING BASE COURSE	TON	180.0000	200.00	36,000.00
37	5120	CRUSHED SURFACING TOP COURSE	TON	60.0000	20.00	1,200.00
39	5767	HMA CL. 1/2 IN. PG 58H-22	TON	200.0000	150.00	30,000.00

US 2  
 SEXTON CREEK TO PILCHUCK RIVER  
 FISH PASSAGE  
 XL6852

PS&E JOB NO: 24A024  
 CONTRACT NO: 000000  
 WORK ORDER#: XL6852

Exhibit B  
 GCB 4099  
 Page 2 of 3

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
 ESTIMATES AND BIDS ANALYSIS SYSTEM  
 \*\*\* PRELIMINARY ESTIMATE - BY GROUP \*\*\*  
 GROUP NO : 1

DATE: 12/05/2024 PAGE: 2  
 TIME: 08:29 VER: 2  
 DOT\_RGG300

ITEM NO.	STD. NO.	ITEM DESCRIPTION	UNIT MEAS	UNIT PRICE	QUANTITY	AMOUNT
40	5830	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC			1,500.00
41	5835	COMPACTION PRICE ADJUSTMENT	CALC			900.00
42	5837	ASPHALT COST PRICE ADJUSTMENT	CALC			367.00
43	6403	ESC LEAD	DAY	130.0000	40.00	5,200.00
44		TURBIDITY CURTAIN	L.F.	30.0000	55.00	1,650.00
45	6468	STABILIZED CONSTRUCTION ENTRANCE	S.Y.	45.0000	75.00	3,375.00
46	6470	STREET CLEANING	HR	100.0000	20.00	2,000.00
48	6490	EROSION/WATER POLLUTION CONTROL	EST.			25,000.00
82	6630	HIGH VISIBILITY FENCE	L.F.	20.0000	475.00	9,500.00
83	6635	HIGH VISIBILITY SILT FENCE	L.F.	40.0000	50.00	2,000.00
92	6757	BEAM GUARDRAIL TYPE 31	L.F.	100.0000	142.00	14,200.00
94	6760	BEAM GUARDRAIL TRANSITION SECTION TYPE 24	EACH	6,000.0000	4.00	24,000.00
96	6719	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	EACH	6,000.0000	3.00	18,000.00
98	6786	BEAM GUARDRAIL ANCHOR TYPE 11	EACH	2,000.0000	1.00	2,000.00
100	6776	PRECAST CONC. BARRIER TYPE TYPE F	L.F.	200.0000	75.00	15,000.00
111	6971	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.			18,500.00
121	7037	STRUCTURE SURVEYING	L.S.			10,000.00
124	7084	CHAIN LINK FENCE TYPE 4	L.F.	45.0000	126.00	5,670.00
128	7715	FORCE ACCOUNT RIVER LINING REMOVAL AND RESTORATION	EST.			20,000.00
129	7480	ROADSIDE CLEANUP	EST.			10,000.00
131	7728	MINOR CHANGE	CALC			1.00
133	7736	SPCC PLAN	L.S.			2,000.00
135	7562	MAILBOX SUPPORT TYPE 1	EACH	0.0000	1.00	0.00

GROUP 1 BASE SUBTOTAL : 1,247,513.00 \*

WASHINGTON STATE SALES TAX 9.10% OF \$ 1,247,513.00

113,523.68

GROUP 1 SUBTOTAL

1,361,036.68 \*\*

PS&E JOB NO: 24A024  
CONTRACT NO: 000000  
WORK ORDER#: XL6852

Exhibit B  
GCB 4099  
Page 3 of 3

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
ESTIMATES AND BIDS ANALYSIS SYSTEM  
\*\*\* PRELIMINARY ESTIMATE - BY GROUP \*\*\*  
GROUP NO : 1

DATE: 12/05/2024 PAGE: 3  
TIME: 08:29 VER: 2  
DOT\_RGG300

ENGINEERING 20.00%

272,207.34

GROUP 1 TOTAL

1,633,244.02 \*\*\*

CONTINGENCIES (4%)	\$65,330
SNOHOMISH COUNTY CONSTRUCTION SUBTOTAL	\$1,698,574
INDIRECT COST RATE (12.67%)	\$215,209
SNOHOMISH COUNTY CONSTRUCTION TOTAL	<u>\$1,913,783</u>