



PUBLIC WORKS DEPARTMENT

SMALL PUBLIC WORKS INVITATION TO BID

2022 ROW AND PARKS TREE PLANTING

CIP Project P-023

Prepared by:

Julie Cassata

City of Newcastle
12835 Newcastle Way, Suite 200
Newcastle, WA 98056-1316
425-386-4110

Approved for Construction by:

DocuSigned by:

3EB946B7C7CE418

Jeff Brauns, P.E., Public Works Director

City of Newcastle
12835 Newcastle Way, Suite 200
Newcastle, WA 98056-1316
425-386-4124

SMALL PUBLIC WORKS CONTRACT BID DOCUMENTS

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CIP Project P-023**

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PART 1

INVITATION TO BID

**SMALL PUBLIC WORKS ROSTER
INVITATION TO BID
CITY OF NEWCASTLE**

NOTICE IS HEREBY GIVEN that bids will be received by the City of Newcastle, Washington, until **2:00 PM EXACTLY** local time on **TUESDAY, MAY 24, 2022** for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the below listed project. Bids received after the time and date listed above will not be considered. This is not a public bid opening. Bid results will be made available on the City website, www.newcastlewa.gov/bids.

2022 ROW AND PARK TREE PLANTING CIP Project P-023
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All bids are to be submitted either by e-mail or hard copy to:

JulieC@newcastlewa.gov

or to:

City of Newcastle Public Works
12835 Newcastle Way, Suite 200
Newcastle, WA 98056-1316
Attention: Julie Cassata

All bids must be clearly marked (or use the following subject line if submitted electronically):

BID FOR ROW AND PARK TREE PLANTING, P-023

The project provides for the planting of new and replacement trees / shrubs within and along roadway rights of way and parks in various locations in Newcastle. Work entails furnishing, planting, and 1st-year establishment of trees and other miscellaneous items as further shown, described, and indicated in the Contract Provisions.

This Invitation to Bid is being issued in accordance with RCW 35.22.620 and RCW 39.04.155, which permit the use of a Small Works Roster to solicit bids. Only qualified contractors who are registered with the Municipal Research and Services Center (MRSC) City of Newcastle roster, "Landscape Improvements (Not Maintenance)" category may submit bids.

The estimated construction cost is \$45,000.

The work shall be completed within Twenty (20) working days after the commencement date stated in the Notice to Proceed.

Incomplete proposals and proposals received after the time fixed for the opening will not be accepted or considered. Faxed or emailed responses are not acceptable. Bid results will be made available on the City website, www.newcastlewa.gov/bids.

All bidders must certify that they are not on the Comptroller General's list of ineligible contractors or on the list of parties excluded from Federal procurement or non-procurement programs. Bids may not be withdrawn after bid opening.

Financing of the Project has been provided by City of Newcastle, Washington. The City of Newcastle expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder as it best serves the interests of the City.

The City of Newcastle, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 , Nondiscrimination in Federally-assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Julie Cassata
Parks and Trails Planner
juliec@newcastlewa.gov
425-386-4110

PART 2

**INSTRUCTIONS FOR BIDDERS
AND
GENERAL TERMS AND CONDITIONS**

INSTRUCTIONS FOR BIDDERS AND GENERAL TERMS AND CONDITIONS

1. **STANDARD SPECIFICATIONS**

Bidding shall be in strict accordance with the 2022 Standard Specifications for Road, Bridge and Municipal Construction, issued by the Washington Department of Transportation (WSDOT), as modified or supplemented by the Special Provisions (hereafter, "Specification" or "Specifications"). Deletion, amendment, alteration or additions to any subsection or portion of the Standard Specifications shall pertain only to that particular portion of the section, and the balance shall continue to be in force. Bidders shall obtain these publications at the Bidder's own expense. The WSDOT specifications can be found at www.wsdot.wa.gov/publications/manuals

2. **BID FORM**

No bid shall be considered except those submitted on the Bid Proposal forms included with the Contract Provisions. Substitutions will not be accepted during the bid process.

3. **INTERPRETATION OF CONTRACT DOCUMENTS**

No oral interpretations will be made to any Bidder as to the meaning of the bid or Contract Documents; and any oral communication is not binding upon the City of Newcastle. Requests for an interpretation or questions must be directed via email to Julie Cassata at juliec@newcastlewa.gov. Questions via phone or in person will not be accepted. **Bidders shall submit questions no later than 5:00pm four (4) working days before the bid opening.** Any interpretation deemed necessary by the City will be in the form of an addendum to the Bid documents. All such addenda shall become part of the bid specifications. Where a response or addendum from the City cannot be obtained prior to the bid opening, it is understood that the Bidder has made provisions for a more costly method before submitting the bid. Where conflicts or omissions occur in Plans, Specifications, or other related Contract Documents, Bidders shall assume the more stringent requirements and verify with the City before beginning work.

4. **ADDENDA**

No alteration or modification of the terms and conditions of these Contract Documents will be binding unless included in a written addendum issued and approved by the City. Bidders are responsible for checking the City of Newcastle website for the issuance of any addenda prior to submitting a bid. Bids shall reflect performance according to the Addenda. No Bid Bond shall be released for failure to consider Addenda.

5. **SIGNATURE**

Each bid must be signed in longhand by the Bidder with the Bidder's usual signature. Bids by partnership must be signed by one of the managing partners, followed by the partner's printed name. Bids by corporations must be signed by an officer having authority to sign, followed by the officer's printed name and position.

6. BID BOND

A Bid Bond is not required.

7. PRE-BID CONFERENCE

There is no Pre-bid Conference associated with this bid.

8. QUESTIONS

Questions regarding BIDDING PROCEDURES may be directed to:

Jeff Brauns, P.E., Public Works Director
Jeffb@newcastlewa.gov
425-386-4124

Questions regarding TECHNICAL QUESTIONS may be directed to:

Julie Cassata, Parks & Trails Planner
JulieC@newcastlewa.gov
425-386-4110

9. NON-COLLUSION

By bid signature, the Bidder certifies that the Bid is non-collusive, and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer, or to refrain from proposing.

10. GIFTS

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Bidder or a **Successful Low Bidder (herein after "Contractor")** awarded the contract, shall not give a gift of any kind to City employees or officials, at any time, even after award of a contract.

11. SUBMISSION OF BIDS

To receive consideration, bids must be submitted prior to the specified time for opening, in a sealed envelope, clearly marked with company name, address, telephone number, bid number, title of bid, and time of opening to the City of Newcastle. Bidders assume the risk for the method of delivery chosen. The City assumes no responsibility for delayed delivery. Bids may be submitted via email as indicated in the Invitation to Bid. No oral, telephonic or facsimile bids or modifications will be accepted. Any bid or modification of a bid received at the City of Newcastle after the stated time and date for the bid closing will not be accepted or considered.

Bids remain confidential until bid opening after which bids are considered a public record subject to public disclosure under Chapter 42.56 RCW. Bidder shall mark as "proprietary" any

information that Bidder believes meets the exemption under RCW 42.56.270(1). This assertion of proprietary information will be considered by the City in response to public records requests. Bid results will be made available as soon as practical following the bid opening on the City website, www.newcastlewa.gov/bids.

12. WITHDRAWAL OF BIDS

See Specification 1-02.10.

13. BID PRICE

The bid price shall include everything necessary to perform and complete the project, including, but not limited to, furnishing all materials, equipment, tools, plant and landscape material, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. The bid shall remain in effect for forty-five (45) calendar days after the bid opening. For City of Newcastle correction of discrepancy in bid price, see Specification 1-03.1.

14. PREVAILING WAGE

See Specification 1-07.9(1). See APPENDIX A for applicable wage rates.

15. ESTIMATED QUANTITIES

See Specification 1-02.3 and 1-04.6.

16. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

See Specification 1-02.4.

17. CONTRACT BOND

See Specification 1-03.4 and Part 4

18. INDEMNIFICATION/HOLD HARMLESS

The Awarded Contractor shall defend, indemnify, and hold the City and its officers, agents, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, costs, and expenses arising out of or in connection with the performance of the Contract, except for injuries and damages caused by the sole neglect of the City.

This Contract is subject to RCW 4.24.115. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by

the parties. The provisions of this section shall survive the expiration or termination of the contract.

19. INSURANCE

See Specification 1-07.18.

20. TAXES AND FEDERAL EXCISE TAX

Taxes are to be paid by the City as indicated on the Bid Proposal Sheet. Where no line item is provided for Washington State Sales Tax, Rule 171 (WAC 458-20-171) applies. No charge by the Bidder shall be made for federal excise taxes. The City of Newcastle, as a municipal corporation of the State of Washington, is exempt from federal excise tax and such taxes shall not be included in bid prices. The City of Newcastle agrees to furnish Bidder, upon acceptance of articles supplied under this order, with an exemption certificate, if necessary.

21. CITY BUSINESS LICENSE

As mandated by NMC 5.15.030, if awarded the Contract, the Awarded Contractor shall obtain a City of Newcastle Business License prior to the execution of the Contract and shall maintain the business license in good standing throughout the term of the Contract.

Information on obtaining a City business license is available at:

www.newcastlewa.gov/businesslicense

22. LOW RESPONSIBLE BIDDER

It is the intent of the City to award the bid to the lowest responsive and responsible bidder. Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria as set forth in RCW 39.04.350:

- 1) At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
- 2) Have a current Washington State Unified Business Identifier (UBI) number.
- 3) If applicable:
 - a) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c) Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- 4) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

- 5) Have received training from the Washington State Department of Labor & Industries or a training provider approved by the Department on the requirements related to public works and prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW unless the bidder has completed three or more public works projects and has had a valid business license in Washington for three or more years, and
- 6) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

B. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included in Section 3. The Bidder may make a written request for the City to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at the City's discretion.

C. Performance Exception. The lowest responsible bidder means a bid that meets the criteria under RCW 39.04.350 and has the lowest bid; provided, that if the City issues a written finding that the lowest bidder has delivered a project to the City within the last three years which was late, over budget, or did not meet specifications, and the City does not find in writing that such bidder has shown how they would improve performance to be likely to meet project specifications then the City may choose the second lowest bidder whose bid is within five percent of the lowest bid and meets the same criteria as the lowest bidder.

23. SUBCONTRACTOR RESPONSIBILITY

See Specification 1-08.1.

24. NON-RESPONSIVE BIDS

See Specification 1-02.13.

25. BID ERRORS

See Specification 1-03.1.

26. BID PROTEST

Any Bidder may file a written protest against award of the Contract to the lowest bidder within two full business days of bid opening. Within two business days of the bid opening, the City shall provide, if requested by a bidder, copies of the bids the City received for the project. The City shall allow at least two business days after providing bidders with copies of all bids before executing a contract for the project. A protest submittal shall be delivered to the City of Newcastle, City Clerk, 12835 Newcastle Way, Suite 200, Newcastle, WA 98056-1316, with the words "Bid Protest" prominently and clearly displayed on any outer cover containing the protest notice as well as the notice itself. The following minimum information must be included

in the written protest notice: 1) the name, address and phone number (including area code) of the protesting bidder; and 2) the protesting bidder contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest; and 4) the City bid number and title.

If the City intends to award the contract to other than the low bidder, a notice of intent to award shall be sent to all bidders. Any Bidder other than the selected bidder may protest the award using the procedure outlined above within five full business days of mailing the notice or two full business days of actual receipt by electronic or personal delivery.

No contract shall be executed earlier than two full business days (excluding holidays and weekends) from the date a written protest is received, or, if copies were requested by any Bidder, two full business days following when the copies of the bids were provided by the City. The Bid Protester assumes the risk for method of delivery.

27. AWARD OF CONTRACT

See Specification 1-03.2, 1-03.3., 1-03.4 and 1-03.5.

28. NOTICE TO PROCEED

The Awarded Contractor shall not commence work until a Notice to Proceed has been issued by the City. A Notice to Proceed will be given after the Contractor has submitted a completed W-9 form and after the contract has been executed by the City and the Contractor, and where applicable, by any State or Federal agencies responsible for funding any portion of the Project. The time allowed for Physical Completion of the work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, the next working day following the date of the Notice to Proceed

29. REQUEST TO SUBCONTRACT WORK

The Awarded Contractor shall complete and submit to the City a Request to Subcontract Work form three (3) working days prior to a subcontractor performing the work.

30. ASSIGNMENT

The Awarded contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City, which consent will not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

31. PAYMENT

The Awarded Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

- A. Contract Number
- B. Bid item number, bid quantity, unit, unit price and description as appropriate
- C. Sales Tax as applicable

The Payment Request will be reviewed by the City before payment is made. If the City is in disagreement with the Payment Request, the City shall file a notice of dispute. Contractor shall be paid or a notice of dispute sent within thirty (30) days after the Payment Request is received by the City.

In accordance with RCW 51.12.050, the City reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

32. RETAINAGE

See Specification 1-09.9(1).

33. APPLICABLE LAW AND FORUM

The Awarded Contractor shall comply with all federal, state and local laws, rules, regulations applicable to its performance. The Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising from here shall be brought in King County Superior Court.

34. ADDITIONAL INFORMATION

The City encourages disadvantaged, minority and women-owned businesses to respond.

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit a proposal in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

PART 3

BID DOCUMENTS

BID SUBMITTAL CHECKLIST

1. REQUIRED FORMS

The Bidder shall submit the following forms as part of the proposal. The forms must be executed in full and submitted with the Proposal.

_____ **Bid Proposal**

_____ **Statement of Bidder's Qualifications**

_____ **Bid Security Form**

_____ **Certification of Compliance with Wage Payment Statutes (RCW 39.04.350)**

_____ **Subcontractor Listing Form (RCW 39.30.060)**

The two lowest bidders shall submit the Responsible Bidder Information Form within 48 hours after the bid opening. Failure to submit these forms may result in the Contracting Agency refusal to accept the Bid.

_____ **Responsible Bidder Information Form**

Failure to submit all of the above items will result in the bid being non-responsive.

BID PROPOSAL

2022 ROW AND PARK TREE PLANTING (P-023)

This Contract provides for the above listed project and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

All bidding and construction shall be performed in compliance with the Notice to Contractors, Bid Proposal, Plans, Specifications, and Contract for this project and any addenda issued thereto which are on file at the office of the City Clerk, City of Newcastle, Washington.

It is understood herein that after the date and hour set for the opening of bids, no Bidder may withdraw its Proposal, unless the award of the Contract is delayed for a period exceeding fifty (50) consecutive calendar days.

The undersigned has examined the site(s), local conditions, Addenda, Contract Provisions, Plans, and all applicable laws and ordinances covering the Work contemplated. In accordance with the terms, provisions, and requirements of the foregoing, all of their respective terms and conditions are incorporated herein by this reference and the following unit and lump sum prices are tendered as an offer to perform the Work and furnish the equipment, materials, appurtenances, and guarantees, complete in place, in good working order.

The undersigned freely states that it is familiar with the provisions of the competitive bidding statutes of the State of Washington, and specifically the provisions of RCW Chapter 9.18, and certifies that with respect to this Proposal, there has been no collusion or understanding with any other person, persons, or corporation, to prevent or eliminate full and unrestricted competition among Bidders on this Project.

The undersigned agrees that in the event of contract award, it shall employ only Contractors and Subcontractors duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all bids and to waive any minor irregularities and informalities.

The undersigned hereby agrees that the Owner reserves the right to award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner. The Owner will determine at the time of award of the Project which additives, if any,

will be included in the Contract.

The undersigned agrees that the Owner is authorized to obtain reports from all references included herein.

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within Twenty Working Days from when Contract Time begins.

The undersigned is in, and will remain in, full compliance with all Washington State Department of Licensing requirements for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

The undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Bid is submitted.

2. That by signing the signature page of this Bid, I am deemed to have signed and to have agreed to the provisions of this declaration.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Contractor Name:	
Address:	
City:	
Phone:	Fax:
E-mail:	
State of Incorporation or formation of business entity:	
Signatory Name:	
Signatory Title:	
Signature:	Date:

SCHEDULE OF PRICES

BID AWARD: Determination of low bidder will be made on the basis of the “Total Base Bid Price” Plus Additive A, B and C, as budget allows. The below signed bidder acknowledges that bids must be submitted for the base bid and additive items. Partial bids will not be considered.

Preference 1: Base Bid plus Additive A, B and C

Preference 2: Base Bid plus Additive A and B

Preference 3: Base Bid plus Additive A

Preference 4: Base Bid

Having carefully examined all Contract Documents prepared by the City of Newcastle, the undersigned agrees to furnish all the labor, materials, equipment, superintendence, insurance and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the above contract documents and the implied intent thereof, for the following schedule of unit prices:

BASE BID (Coal Creek Parkway SE street trees)

ITEM No.	ITEM DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL AMOUNT
1	MINOR CHANGE (Sec. 1-04)	1	EST	\$ 1,000.00	\$ 1,000.00
2	MOBILIZATION (Sec. 1-09)	1	LS	\$	\$
3	PROJECT TEMPORARY TRAFFIC CONTROL (Sec. 1-10)	1	LS	\$	\$
4	CLEARING & GRUBBING (Sec. 2-01)	1	LS	\$	\$
5	PSIPE - ACER CIRCINATUM (VINE MAPLE), 7'-8' HT (Sec 8-02)	1	EA	\$	\$
6	PSIPE - ACER RUBRUM 'RED SUNSET' (RED MAPLE), 2" CAL, 12'-14' HT (Sec 8-02)	4	EA	\$	\$
7	PSIPE - COTINUS COGGYGRIA (SMOKE TREE), 2" CAL, 10'-12' HT (Sec 8-02)	7	EA	\$	\$
8	PSIPE - PSEUDOTSUGA MENZIESII (DOUGLAS FIR), 6'-7' HT (Sec 8-02)	1	EA	\$	\$
9	PSIPE - QUERCUS COCCINEA (SCARLET OAK), 2" CAL, 12'-14' HT (Sec 8-02)	1	EA	\$	\$

PROPOSAL – Continued

Print Bidder Name

10	PSIPE - QUERCUS FRAINETTO 'SCHMIDT' (FOREST GREEN OAK), 2" CAL, 10'-12' HT (Sec 8-02)	3	EA	\$	\$
11	PSIPE - TILIA AMERICANA 'BOULEVARD' (AMERICAN LINDEN), 2" CAL, 10'-12' HT (Sec 8-02)	8	EA	\$	\$
12	PSIPE - THUJA PLICATA (WESTERN RED CEDAR), 6'-7' HT (Sec 8-02)	1	EA	\$	\$
13	PSIPE - ULNUS AMERICANA 'PROSPECTOR' (PROSPECTOR ELM), 2" CAL, 10'-12' HT (Sec 8-02)	5	EA	\$	\$
14	TOPSOIL TYPE A (Sec 8-02)	16	CY	\$	\$
SUBTOTAL (BASE BID)					\$
WA State Sales Tax @ 10.1% (Rule 170)					*** N/A ***
TOTAL COST (BASE BID)					\$

BID ADDITIVE A (Highlands Park & Forest View Park)

ITEM No.	ITEM DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL AMOUNT
A1	CLEARING & GRUBBING (Sec. 2-01)	1	LS	\$	\$
A2	PSIPE - CALOCEDRUS DECURRENS (INCENSE CEDAR), 8' HT (Sec 8-02)	3	EA	\$	\$
A3	PSIPE - STYRAX JAPONICA (JAPANESE SNOWBELL), 2" CAL (Sec 8-02)	5	EA	\$	\$
A4	PSIPE - THUJA PLICATA (WESTERN CEDAR), 6' HT (Sec 8-02)	2	EA	\$	\$
A5	TOPSOIL TYPE A (Sec 8-02)	5	CY	\$	\$

SUBTOTAL	\$
WA State Sales Tax @ 10.1% (Rule 170)	\$
TOTAL COST (ADDITIVE A)	\$

BID ADDITIVE B (Madison Lane Park)

ITEM No.	ITEM DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL AMOUNT
B1	CLEARING & GRUBBING (Sec. 2-01)	1	LS	\$	\$
B2	PSIPE - PSEUDOTSUGA MENZIESII (DOUGLAS FIR), 6'-7' HT (Sec 8-02)	11	EA	\$	\$
B3	TOPSOIL TYPE A (Sec 8-02)	6	CY	\$	\$
SUBTOTAL					\$
WA State Sales Tax @ 10.1% (Rule 170)					\$
TOTAL COST (ADDITIVE B)					\$

BID ADDITIVE C (Elizabeth Estates & The Farm street trees)

ITEM No.	ITEM DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL AMOUNT
C1	PSIPE - CERCIDIPHYLLUM JAPONICUM (KATSURA TREE), 2" CAL (Sec 8-02)	11	EA	\$	\$
SUBTOTAL					\$
WA State Sales Tax @ 0.0% (Rule 170)					*** N/A ***
TOTAL COST (ADDITIVE C)					\$

BID SUMMARY

TOTAL COST (BASE BID)	\$
TOTAL COST (ADDITIVE A)	\$
TOTAL COST (ADDITIVE B)	\$
TOTAL COST (ADDITIVE C)	\$
TOTAL COST (BASE BID + ALL ADDITIVES)	\$
TOTAL COST (BASE BID + ADDITIVES A AND B)	\$
TOTAL COST (BASE BID + ADDITIVE A)	\$

COMPANY NAME _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Contract Documents:

Addendum No.	Date of Receipt	Signature
1		
2		
3		

NOTE:

Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and the City reserves the right to determine whether the Bid will be disqualified.



STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Contact Person for this Project: _____

Telephone No. _____

E-mail: _____

You may attach extra pages if necessary to answer these questions

1. Number of years the company has been in business under the present firm name as indicated above: _____

2. Gross dollar amount of work currently under contract: _____

3. Gross dollar amount of contracts currently not completed: _____

4. General character of work performed by firm: _____

5. List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

1. _____

2. _____

3. _____

4. _____

5. _____

6. List up to three (3) customer references for projects of a similar nature and size which have been completed by the bidder within the last seven (7) years:

Reference #1

Project Name / Agency-Owner	
Contact Name & Title	
Phone Number	
Year Completed	
Contract Amount	
Scope of project:	

Reference #2

Project Name / Agency-Owner	
Contact Name & Title	
Phone Number	
Year Completed	
Contract Amount	
Scope of project:	

Reference #3

Project Name / Agency-Owner	
Contact Name & Title	
Phone Number	
Year Completed	
Contract Amount	
Scope of project:	

7. Bank Reference (name & contact): _____

8. How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

9. Identify who will be the general superintendent and/or project superintendent on this project and list the number of years each person identified has been with the firm.

10. Have you changed bonding companies within the last three years? _____

If yes, why? _____

Have you ever been sued or engaged in arbitration by the Owner or have you ever sued or demanded arbitration from an Owner of any public works contract for a special utility district, private utility company, municipality, county, or state government a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? _____

If yes, for what reason? _____

Disposition of case, if settled: _____

Bidder agrees that the Owner shall have the right to obtain credit reports.

Yes: _____ No: _____

The City may conduct reference checks for the bidder whose bid is under consideration for award for verification of bidder responsibility under mandatory and supplemental bidder responsibility under Part II (19) of the Contract Documents. The City may determine that the bidder is not a responsible bidder and may award to the next lowest bidder who meets the bidder qualification requirements. In conducting reference checks, the City may include itself or other government agencies and businesses as a reference even if the bidder did not identify these sources as a reference.



RESPONSIBLE BIDDER INFORMATION FORM

Contractor Name:	
Address:	
City:	
Phone:	Fax:
E-mail:	
UBI Number:	
Contractor Registration Number:	
Employment Security Department Number:	
State Excise Tax Registration Number:	
Are you disqualified from bidding under RCW 39.06.010 or 39.12.065(3)? <input type="checkbox"/> Yes <input type="checkbox"/> No	

1. Have you been disqualified from bidding on any public works contract(s)?

Yes No *If yes, provide details:*

2. Have any of the projects you have completed in the last three (3) years had claims against the retainage and/or bonds?

Yes No *If yes, list below:*

Project Name / Agency-Owner	Owner Reference Name and Phone No.	List claims filed against retainage and/or payment bond. Explain circumstances around each claim & ultimate resolution.

3. Has the bidder and/or its owners had any lawsuits with judgements entered against the Bidder in the last five (5) years?

Yes No *If yes, provide details:*

4. Have you ever been sued or engaged in arbitration by the Owner or have you ever sued or demanded arbitration from an Owner of any public works contract for a special utility district, private utility company, municipality, county, or state government a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? _____

If yes, for what reason? _____

Disposition of case, if settled: _____

5. Does the bidder owe any delinquent taxes to the Washington State Department of Revenue?

Yes No *If yes, does the Bidder have an approved payment plan?* Yes No

6. Does the bidder have any prevailing wage violations as determined by Washington State Department of Labor & Industries in the past five (5) years?

Yes No *If yes, provide a list of the violation(s), along with an explanation of each violation and how it was resolved.*

The undersigned certifies under penalty of perjury that the foregoing information is complete, true, and accurate to the best of his/her knowledge. The undersigned authorizes the City of Newcastle to verify all information contained herein (if this information is not complete and accurate, the bid may be considered non-responsive).

Signature of Bidder _____

Title _____

Date _____



BID BOND

KNOW ALL BY THESE PRESENTS, that we _____

of _____ Principal, and the

(Name of Surety)

(Address of Surety)

a corporation duly organized under the laws of the state of _____,
and authorized to do business in the State of Washington, as surety, are held and firmly
bound unto the CITY OF NEWCASTLE in the full and penal sum of five (5) percent of the
total amount of the bid proposal of said principal for the work hereinafter described, for
the payment of which, well and truly to be made, we bind our heirs, executors,
administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting
his or its sealed proposal for the following construction project, to wit:

2022 ROW AND PARK TREE PLANTING (P-023)

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the
contract be awarded to said principal, and if said principal shall duly make and enter into
and execute said Contract and shall furnish bond as required by the CITY OF
NEWCASTLE within a period of 10 days from and after said award, exclusive of the day
of such award, then this obligation shall be null and void, otherwise it shall remain and be
in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to
be signed and sealed this _____ day of _____, 20____.

By _____
Bidder

By _____
Surety

Title

Title

Date

Date



**CERTIFICATION OF COMPLIANCE WITH
WAGE PAYMENT STATUTES**

I certify under penalty of perjury under the laws of the State of Washington that

Bidder

is in compliance with the responsible bidder criteria requirement of RCW 39.04.350(1)(9) which provides:

Within the three year period immediately preceding the date of this solicitation*,

Bidder

has not been determined by a final and binding citation and notice of assessment issued by the Washington State Dept. of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have knowingly and intentionally violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

Bidder Signature

Printed Name

Title

Location of Place Executed (City, State)

Date

*Definition: "Date of this solicitation" means the date of publication for formal bids, and the date of request for quotes or small works roster invitations.



Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name: _____

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

PART 4

AWARD DOCUMENTS

SAMPLE CONTRACT



AGREEMENT
PUBLIC WORKS PROJECT

THIS AGREEMENT is entered into by and between the CITY OF NEWCASTLE (hereinafter called the Owner) and [CONTRACTOR] (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

This Project includes the construction of approximately 100 ft² of rockery along south side of the 12100 block at SE 71st Pl. Items of work include, but not limited to clearing and grubbing, removal of unstable rockery section, excavation, rockery reconstruction and backfill material in addition to a rockery wall drainage connection along with other miscellaneous items as further shown, described and indicated in the Contract Provisions.

ARTICLE 2. CONTRACT TIME.

The Contractor shall complete the Work required by the Contract within [FIGURE] (NUMBER) working days.

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner (\$500.00) per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and (\$500.00) for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

SAMPLE CONTRACT

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, and all required certificates and affidavits;
- The Contract Provisions;
- The Plans (or drawings);
- Addenda, if any;
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 6. MISCELLANEOUS.

The Contractor specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51, which is specifically acknowledged by the Contractor.

Contractor to initial: _____

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

SAMPLE CONTRACT

CITY OF NEWCASTLE

CONTRACTOR

Robert Wyman
City Manager

Name

ATTEST

Title

City Attorney

SAMPLE CONTRACT FORMS
To be completed by low bidder

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS: That whereas The City of Newcastle has awarded to _____
_____ hereinafter designated as the "Principal", a Contract for the _____
_____ project, all as hereto attached and made a part hereof, and whereas said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal, _____
and _____ a corporation, organized and existing under and by virtue of the Laws of the State of _____ duly authorized to do business in the State of Washington, as Surety, are held and firmly bound unto The City of Newcastle, for and in behalf of the _____ project, in the sum of _____ Dollars (_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereinafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or their part, and shall indemnify and save harmless The City of Newcastle, and their officers and agents; and shall further save harmless and indemnify said City from any defect or defects, in any of the workmanship entering into any part of the work or designated equipment covered by said Contract, which shall develop or be

SAMPLE CONTRACT FORMS
To be completed by low bidder

discovered within two years after final acceptance of such work, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect, provided that the liability hereunder for defects in materials and workmanship for a period of two (2) years after the final acceptance of the work shall not exceed the sum of _____
_____, (\$_____). (100% of the Contract Sum)

And the said Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or the work or to the Drawings or Specifications.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this Bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers this ____ day of _____, 20__.

SAMPLE CONTRACT FORMS
To be completed by low bidder

TWO WITNESSES

Principal

By _____

Title _____

ATTEST: (If Corporation)

CORPORATE SEAL

By _____

Title _____

_____ Surety

By _____

Its _____

Address of local office and agent of
Surety Company is: _____

By _____

Attorney for City of Newcastle

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SAMPLE CONTRACT FORMS
To be completed by low bidder

PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

that _____
(Name of Contractor)

(Address of Contractor)

a _____, (Corporation, Partnership or Individual), hereinafter called Principal,
and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto The City of Newcastle, hereinafter called Owner, in the penal sum of (100% of Contract Sum) _____ (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the ____ day of _____, 20 __, a copy of which is hereto attached and made a part hereof for the construction of: _____
_____.

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

SAMPLE CONTRACT FORMS
To be completed by low bidder

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, all such persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract shall have the right to sue in their own name on this Bond in its own name to recover for any loss, injury, damage or liability whatsoever sustained or incurred by them by reasons of any breach of the Contract Documents, or of any provisions in this Bond, in the same manner and to the same extent as though this obligation ran directly to the said persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this ____ day of _____, 20__.

SAMPLE CONTRACT FORMS
To be completed by low bidder

ATTEST:

	Principal
(Seal)	
(Witness as to Principal)	By: _____
(Address)	Address

ATTEST:

(Surety) Secretary	By _____
(Seal)	Attorney for City of Newcastle
(Witness to Surety)	Surety
(Address)	Attorney-in-Fact
	Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SAMPLE CONTRACT FORMS
To be completed by low bidder

RETAINAGE INVESTMENT OPTION

Contractor: _____ Project Name: _____

Date: _____ Project Number: _____

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how retainage under this contract will be invested. Please complete and sign this form indication your preference. If you fail to do so, the City will deposit the funds in a Guarantee Deposit account, and you will miss the benefit of any interest earned. Select one of the following options:

1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. If this is your choice, then please complete attached *SAVINGS ACCOUNT AGREEMENT*. Please state the name of your bank.

Bank: _____.

2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues. If this is your choice then please complete attached *ESCROW AGREEMENT*.

Preferred Bank: _____

Securities/Bonds: _____

3. **Guarantee Deposit:** Retainage will be held by the City. No interest is payable to the Contractor

Retainage is normally released 45 days after final acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be longer, due to its seasonal nature.

State law allows for limited early release of retainage in certain circumstance.

Contractor's Signature

Title

SAMPLE CONTRACT FORMS
To be completed by low bidder

SAVING ACCOUNT AGREEMENT

TO BANK: _____ SAVINGS ACCOUNT NO: _____

BANK ADDRESS: _____

AGENCY: CITY OF NEWCASTLE
12835 Newcastle Way; Suite 200, Newcastle, WA 98056

CONTRACT NO: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF NEWCASTLE, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instruction from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that

SAMPLE CONTRACT FORMS
To be completed by low bidder

you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this agreement, or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services for the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representative and heir of the parties hereto.

Contractor

CITY OF NEWCASTLE

Agency

BY: _____
Title: _____

BY: _____
Robert T. Wyman, City Manager

Date: _____

Date: _____

Address: _____

The above savings account agreement and instruction received and accepted this _____
day of _____, 20__

Bank Name

Authorized Bank Officer

SAMPLE CONTRACT FORMS
To be completed by low bidder

ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK ADDRESS: _____

AGENCY: CITY OF NEWCASTLE
12835 Newcastle Way; Suite 200, Newcastle, WA 98056

CONTRACT NO: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF NEWCASTLE, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instruction shall relieve you of any further liability related thereto.

SAMPLE CONTRACT FORMS
To be completed by low bidder

4. In the event the AGENCY orders you to do so in writing, you shall within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.
6. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
7. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor be bound by nor required to give notice or demand , nor required to take action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregone provision shall be binding upon the assigns, successors, personal representative and heir of the parties hereto.

SAMPLE CONTRACT FORMS
To be completed by low bidder

Contractor _____	CITY OF NEWCASTLE
_____	Agency _____
By: _____	By: _____
Title: _____	Robert T. Wyman, City Manager
Date: _____	Date: _____
Address: _____	

The above escrow agreement and instruction received and accepted this _____ day of _____, 20__.

Bank Name

Authorized Bank Officer

SECURITIES AUTHORIZED BY AGENCY

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligation of any corporation wholly-owned by the government of the United States;
4. Indebtedness of the Federal Nation Mortgage Association; and
5. Time deposits in commercial banks.

PART 5

SPECIAL PROVISIONS

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21		

1 **INTRODUCTION TO THE SPECIAL PROVISIONS**

2
3 *(December 10, 2020 APWA GSP)*

4
5 The work on this project shall be accomplished in accordance with the *Standard*
6 *Specifications for Road, Bridge and Municipal Construction, ***2022**** edition, as issued
7 by the Washington State Department of Transportation (WSDOT) and the American
8 Public Works Association (APWA), Washington State Chapter (hereafter "Standard
9 Specifications"). The Standard Specifications, as modified or supplemented by the
10 Amendments to the Standard Specifications and these Special Provisions, all of which
11 are made a part of the Contract Documents, shall govern all of the Work.

12
13 These Special Provisions are made up of both General Special Provisions (GSPs) from
14 various sources, which may have project-specific fill-ins; and project-specific Special
15 Provisions. Each Provision either supplements, modifies, or replaces the comparable
16 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or
17 addition to any subsection or portion of the Standard Specifications is meant to pertain
18 only to that particular portion of the section, and in no way should it be interpreted that
19 the balance of the section does not apply.

20
21 The project-specific Special Provisions are not labeled as such. The GSPs are labeled
22 under the headers of each GSP, with the effective date of the GSP and its source. For
23 example:

- 24
25 (January 4, 2016, APWA GSP)
26 (January 25, 2016, WSDOT GSP)
27 (February 1, 2017, CON GSP)
28

29 Also incorporated into the Contract Documents by reference are:

- 30 • Manual on Uniform Traffic Control Devices for Streets and Highways, currently
31 adopted edition, with Washington State modifications, if any
 - 32 • Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA,
33 current edition
 - 34 • KING COUNTY Department of Transportation Road Services Division Road
35 Design and Construction Standards, current edition
 - 36 • CITY OF NEWCASTLE Public Works Standards, Current Adopted edition
- 37

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

39
40
41 **DESCRIPTION OF WORK**

42
43 This contract provides for the planting of new and replacement trees / shrubs within and
44 along roadway rights of way and parks in various locations in Newcastle. Work entails
45 furnishing, planting, and 1st-year establishment of trees and other miscellaneous items
46 as further shown, described, and indicated in the Contract Provisions.

47
48
49 **** IMPORTANT - PLEASE READ ****

1 These Special Provisions *supplement*, add *new*, *replace*, *revise*, or *delete* the
2 combined WSDOT Standard Specifications and Amendments. For clarification of the
3 purpose of the sections provided, these Special Provisions have the following added
4 section descriptors:

5 <i>Supplement:</i>	Adds language to the identified section of the Standard Specifications.
6	
7 <i>New:</i>	Specification section/subsection is unique to this project and will not be found in the Standard Specifications.
8	
9 <i>Replace:</i>	A replacement of the entire identified section or subsection of the Standard Specifications.
10	
11 <i>Revise:</i>	A revision of the identified sentence, paragraph, or table of the Standard Specifications.
12	
13 <i>Delete:</i>	A deletion of an entire section, subsection, or specified text of the Standard Specifications
14	
15 <i>{Date} WSDOT GSP:</i>	A WSDOT General Special Provision
16 <i>{Date} APWA GSP:</i>	An APWA General Special Provision
17 <i>{Date} CON GSP:</i>	A City of Newcastle General Special Provision.
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DIVISION 1 GENERAL REQUIREMENTS

SECTION 1-01, DEFINITIONS AND TERMS

1-01.3 Definitions

(January 19, 2022 APWA GSP)

Modification

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:

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

5
6 All references to the terms “State” or “state” shall be revised to read “Contracting
7 Agency” unless the reference is to an administrative agency of the State of
8 Washington, a State statute or regulation, or the context reasonably indicates
9 otherwise.

10
11 All references to “State Materials Laboratory” shall be revised to read “Contracting
12 Agency designated location”.

13
14 All references to “final contract voucher certification” shall be interpreted to mean the
15 Contracting Agency form(s) by which final payment is authorized, and final
16 completion and acceptance granted.

17
18 **Additive**

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

22
23 **Alternate**

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

27
28 **Business Day**

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

31
32 **Contract Bond**

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

36
37 **Contract Documents**

38 See definition for “Contract”.

39
40 **Contract Time**

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

43
44 **Notice of Award**

45 The written notice from the Contracting Agency to the successful Bidder signifying
46 the Contracting Agency’s acceptance of the Bid Proposal.

47
48 **Notice to Proceed**

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

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Traffic

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

SECTION 1-02, BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

(January 24, 2011 APWA GSP)

Replacement

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

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.

Add the following new section:

1-02.1(1) Supplemental Qualifications Criteria

(July 31, 2017 APWA GSP)

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 C of these Special Provisions.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Replacement

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")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

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

3
4 **1-02.4 Examination of Plans, Specifications, and Site of Work**

5
6 **1-02.4(1) General**

7 *(January 19, 2022 APWA GSP Option B)*

Modification

8
9 The first sentence of the ninth paragraph, beginning with "Any prospective Bidder
10 desiring...", is revised to read:

11
12 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,
13 shall request the explanation or interpretation in writing by close of business five (5)
14 business days preceding the bid opening to allow a written reply to reach all
15 prospective Bidders before the submission of their Bids.

16
17 **1-02.4(2) Subsurface Information**

18 *(March 8, 2013 APWA GSP)*

Modification

19
20 The second sentence in the first paragraph is revised to read:

21
22 The Summary of Geotechnical Conditions and the boring logs, if and when included
23 as an appendix to the Special Provisions, shall be considered as part of the Contract.

24
25 **1-02.5 Proposal Forms**

26 *(July 31, 2017 APWA GSP)*

Replacement

27
28 Delete this section and replace it with the following:

29
30 The Proposal Form will identify the project and its location and describe the work. It
31 will also list estimated quantities, units of measurement, the items of work, and the
32 materials to be furnished at the unit bid prices. The bidder shall complete spaces on
33 the proposal form that call for, but are not limited to, unit prices; extensions;
34 summations; the total bid amount; signatures; date; and, where applicable, retail
35 sales taxes and acknowledgment of addenda; the bidder's name, address, telephone
36 number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a
37 State of Washington Contractor's Registration Number; and a Business License
38 Number, if applicable. Bids shall be completed by typing or shall be printed in ink by
39 hand, preferably in black ink. The required certifications are included as part of the
40 Proposal Form.

41
42 The Contracting Agency reserves the right to arrange the proposal forms with
43 alternates and additives, if such be to the advantage of the Contracting Agency. The
44 bidder shall bid on all alternates and additives set forth in the Proposal Form unless
45 otherwise specified.

46
47 **1-02.6 Preparation of Proposal**

48 *(December 10, 2020 APWA GSP, Option B)*

Modification

1 Supplement the second paragraph with the following:

- 2 4. If a minimum bid amount has been established for any item, the unit or lump
3 sum price must equal or exceed the minimum amount stated.
- 4 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be
5 initialed by the signer of the bid.

6
7 Delete the last two paragraphs, and replace them with the following:

8
9 The Bidder shall submit with their Bid a completed Contractor Certification Wage
10 Law Compliance form, provided by the Contracting Agency. Failure to return this
11 certification as part of the Bid Proposal package will make this Bid Nonresponsive
12 and ineligible for Award. A Contractor Certification of Wage Law Compliance form is
13 included in the Proposal Forms.

14
15 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any
16 manner.

17
18 A bid by a corporation shall be executed in the corporate name, by the president or a
19 vice president (or other corporate officer accompanied by evidence of authority to
20 sign).

21
22 A bid by a partnership shall be executed in the partnership name, and signed by a
23 partner. A copy of the partnership agreement shall be submitted with the Bid Form if
24 any UDBE requirements are to be satisfied through such an agreement.

25
26 A bid by a joint venture shall be executed in the joint venture name and signed by a
27 member of the joint venture. A copy of the joint venture agreement shall be
28 submitted with the Bid Form if any UDBE requirements are to be satisfied through
29 such an agreement.

30
31 *(June 1, 2020 CON GSP)*

Supplement

32
33 Supplement this section with the following:

34
35 **Cumulative Additive/Deductive Bidding**

36 This Bid Proposal requires the bidder to bid cumulative Additive and/or Deductive
37 Work as part of the bid. The bidder is required to submit a Base Bid and a bid for
38 each of the Additive and/or Deductive Bids listed.

39
40 **Bid Proposal**

41 The bid proposal is composed of the following parts:

42
43 1 . Base Bid

44 The base bid shall include constructing all items included in the Bid
45 Proposal *except* those items contained in the Additive and/or Deductive
46 Bid(s) listed.

47
48 2. Additive Bid(s)

1 Additive 1: Includes providing all materials, equipment, and labor
2 necessary in constructing ***Bid Additive A***

3 The bid items for Additive 1 are as listed in the bid proposal.
4

5 Additive 2: Includes providing all materials, equipment, and labor
6 necessary in constructing ***Bid Additive B***

7 The bid items for Additive 2 are as listed in the bid proposal.
8

9 Additive 3: Includes providing all materials, equipment, and labor
10 necessary in constructing ***Bid Additive C***

11 The bid items for Additive 1 are as listed in the bid proposal.
12

13 **Bidding Procedures**

14 To be considered responsive the bidder shall submit a price on each and every item
15 of work included in the Base Bid and all Additive and Deductive Bids.
16

17 **Award Procedures**

18 The successful bidder will be the bidder submitting the lowest responsible bid for the
19 preference, listed in the order below, as they best serve the public's interest. In any
20 case, the award will be subject to the requirements of Section 1-03.
21

22 1. Preference 1: Lowest total for Base Bid plus Additive A, B, and C.

23
24 2. Preference 2: Lowest total for Base Bid plus Additive A and B.

25
26 3. Preference 3: Base Bid plus Additive A

27
28 4. Preference 4: Base Bid
29

30 Award of the Additive Bid will be at the Contracting Agency's discretion as it best
31 suits the public interest. In any case, the award will be subject to the requirements of
32 Section 1-03.
33

34 Additional allowed working days, if any, for Additive Bid work are listed on the bid
35 proposal sheets. If no additional days (or reduction) are listed, Contractor shall bid all
36 work including Additive Bid work to be completed within the working days stated for
37 the Base Bid work.
38
39

40 Add the following new section:
41

42 **1-02.6(1) Recycled Materials Proposal**

43 *(January 4, 2016 APWA GSP)*

New

44
45 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials
46 into the project, using the form provided in the Contract Provisions.
47

48 **1-02.7 Bid Deposit**

49 *(March 8, 2013 APWA GSP)*

Supplement

50
51 Supplement this section with the following:

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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

(June 1, 2020 CON GSP)

Replacement

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.

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.

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)

Replacement

Delete this section, and replace it with the following:

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

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

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

14
15 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
16 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or
17 faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

18
19 **1-02.13 Irregular Proposals**

20 *(October 1, 2020 APWA GSP)*

Replacement

21
22 Delete this section and replace it with the following:

- 23
24 1. A Proposal will be considered irregular and will be rejected if:
 - 25 a. The Bidder is not prequalified when so required;
 - 26 b. The authorized Proposal form furnished by the Contracting Agency is not
27 used or is altered;
 - 28 c. The completed Proposal form contains any unauthorized additions,
29 deletions, alternate Bids, or conditions;
 - 30 d. The Bidder adds provisions reserving the right to reject or accept the
31 award, or enter into the Contract;
 - 32 e. A price per unit cannot be determined from the Bid Proposal;
 - 33 f. The Proposal form is not properly executed;
 - 34 g. The Bidder fails to submit or properly complete a Subcontractor list, if
35 applicable, as required in Section 1-02.6;
 - 36 h. The Bidder fails to submit or properly complete a Disadvantaged
37 Business Enterprise Certification, if applicable, as required in Section 1-
38 02.6;
 - 39 i. The Bidder fails to submit written confirmation from each DBE firm listed
40 on the Bidder's completed DBE Utilization Certification that they are in
41 agreement with the bidder's DBE participation commitment, if applicable,
42 as required in Section 1-02.6, or if the written confirmation that is
43 submitted fails to meet the requirements of the Special Provisions;
 - 44 j. The Bidder fails to submit DBE Good Faith Effort documentation, if
45 applicable, as required in Section 1-02.6, or if the documentation that is
46 submitted fails to demonstrate that a Good Faith Effort to meet the
47 Condition of Award was made;
 - 48 k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable,
49 as required in Section 1-02.6, or if the documentation that is submitted
50 fails to meet the requirements of the Special Provisions;

- 1 i. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as
- 2 required in Section 1-02.6, or if the documentation that is submitted fails
- 3 to meet the requirements of the Special Provisions;
- 4 m. The Bid Proposal does not constitute a definite and unqualified offer to
- 5 meet the material terms of the Bid invitation; or
- 6 n. More than one Proposal is submitted for the same project from a Bidder
- 7 under the same or different names.
- 8
- 9 2. A Proposal may be considered irregular and may be rejected if:
- 10 a. The Proposal does not include a unit price for every Bid item;
- 11 b. Any of the unit prices are excessively unbalanced (either above or below
- 12 the amount of a reasonable Bid) to the potential detriment of the
- 13 Contracting Agency;
- 14 c. Receipt of Addenda is not acknowledged;
- 15 d. A member of a joint venture or partnership and the joint venture or
- 16 partnership submit Proposals for the same project (in such an instance,
- 17 both Bids may be rejected); or
- 18 e. If Proposal form entries are not made in ink.
- 19
- 20

21 **1-02.14 Disqualification of Bidders**

22 *(May 17, 2018 APWA GSP, Option C)*

Replacement

23

24 Delete this section and replace it with the following:

25

26 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory

27 bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet

28 Supplemental Criteria 1-7 listed in this Section.

29

30 The Contracting Agency will verify that the Bidder meets the mandatory bidder

31 responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2.

32 Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the

33 Bidder as stated later in this Section.

34

35

36 1. **Delinquent State Taxes**

37

38 A. Criterion: The Bidder shall not owe delinquent taxes to the Washington

39 State Department of Revenue without a payment plan approved by the

40 Department of Revenue.

41

42 B. Documentation: The Bidder, if and when required as detailed below, shall

43 sign a statement (on a form to be provided by the Contracting Agency)

44 that the Bidder does not owe delinquent taxes to the Washington State

45 Department of Revenue, or if delinquent taxes are owed to the

46 Washington State Department of Revenue, the Bidder must submit a

47 written payment plan approved by the Department of Revenue, to the

48 Contracting Agency by the deadline listed below.

49

50 2. **Federal Debarment**

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

3
4 B. Documentation: The Bidder shall not be listed as having an “active
5 exclusion” on the U.S. government’s “System for Award Management”
6 database (www.sam.gov).

7
8 3. **Subcontractor Responsibility**

9
10 A Criterion: The Bidder’s standard subcontract form shall include the
11 subcontractor responsibility language required by RCW 39.06.020, and
12 the Bidder shall have an established procedure which it utilizes to validate
13 the responsibility of each of its subcontractors. The Bidder’s subcontract
14 form shall also include a requirement that each of its subcontractors shall
15 have and document a similar procedure to determine whether the sub-tier
16 subcontractors with whom it contracts are also “responsible”
17 subcontractors as defined by RCW 39.06.020.

18
19 B. Documentation: The Bidder, if and when required as detailed below, shall
20 submit a copy of its standard subcontract form for review by the
21 Contracting Agency, and a written description of its procedure for
22 validating the responsibility of subcontractors with which it contracts.

23
24 4. **Claims Against Retainage and Bonds**

25
26 A Criterion: The Bidder shall not have a record of excessive claims filed
27 against the retainage or payment bonds for public works projects in the
28 three years prior to the bid submittal date, that demonstrate a lack of
29 effective management by the Bidder of making timely and appropriate
30 payments to its subcontractors, suppliers, and workers, unless there are
31 extenuating circumstances and such circumstances are deemed
32 acceptable to the Contracting Agency.

33
34 B. Documentation: The Bidder, if and when required as detailed below, shall
35 submit a list of the public works projects completed in the three years
36 prior to the bid submittal date that have had claims against retainage and
37 bonds and include for each project the following information:

- 38
39
- Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for
42 any of the projects listed;
 - A written explanation of the circumstances surrounding each claim
44 and the ultimate resolution of the claim.

45
46 5. **Public Bidding Crime**

47
48 A Criterion: The Bidder and/or its owners shall not have been convicted of a
49 crime involving bidding on a public works contract in the five years prior to
50 the bid submittal date.

1 B. Documentation: The Bidder, if and when required as detailed below, shall
2 sign a statement (on a form to be provided by the Contracting Agency)
3 that the Bidder and/or its owners have not been convicted of a crime
4 involving bidding on a public works contract.
5

6 **6. Termination for Cause / Termination for Default**
7

8 A. Criterion: The Bidder shall not have had any public works contract
9 terminated for cause or terminated for default by a government agency in
10 the five years prior to the bid submittal date, unless there are extenuating
11 circumstances and such circumstances are deemed acceptable to the
12 Contracting Agency.
13

14 B. Documentation: The Bidder, if and when required as detailed below, shall
15 sign a statement (on a form to be provided by the Contracting Agency)
16 that the Bidder has not had any public works contract terminated for
17 cause or terminated for default by a government agency in the five years
18 prior to the bid submittal date; or if Bidder was terminated, describe the
19 circumstances. .
20

21 **7. Lawsuits**
22

23 A. Criterion: The Bidder shall not have lawsuits with judgments entered
24 against the Bidder in the five years prior to the bid submittal date that
25 demonstrate a pattern of failing to meet the terms of contracts, unless
26 there are extenuating circumstances and such circumstances are
27 deemed acceptable to the Contracting Agency
28

29 B. Documentation: The Bidder, if and when required as detailed below, shall
30 sign a statement (on a form to be provided by the Contracting Agency)
31 that the Bidder has not had any lawsuits with judgments entered against
32 the Bidder in the five years prior to the bid submittal date that
33 demonstrate a pattern of failing to meet the terms of contracts, or shall
34 submit a list of all lawsuits with judgments entered against the Bidder in
35 the five years prior to the bid submittal date, along with a written
36 explanation of the circumstances surrounding each such lawsuit. The
37 Contracting Agency shall evaluate these explanations to determine
38 whether the lawsuits demonstrate a pattern of failing to meet of terms of
39 construction related contracts
40

41 As evidence that the Bidder meets the Supplemental Criteria stated above, the
42 apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon)
43 of the second business day following the bid submittal deadline, a written
44 statement verifying that the Bidder meets the supplemental criteria together with
45 supporting documentation (sufficient in the sole judgment of the Contracting
46 Agency) demonstrating compliance with the Supplemental Criteria. The
47 Contracting Agency reserves the right to request further documentation as needed
48 from the low Bidder and documentation from other Bidders as well to assess
49 Bidder responsibility and compliance with all bidder responsibility criteria. The
50 Contracting Agency also reserves the right to obtain information from third-parties
51 and independent sources of information concerning a Bidder's compliance with the

1 mandatory and supplemental criteria, and to use that information in their
2 evaluation. The Contracting Agency may consider mitigating factors in determining
3 whether the Bidder complies with the requirements of the supplemental criteria.

4
5 The basis for evaluation of Bidder compliance with these mandatory and
6 supplemental criteria shall include any documents or facts obtained by Contracting
7 Agency (whether from the Bidder or third parties) including but not limited to: (i)
8 financial, historical, or operational data from the Bidder; (ii) information obtained
9 directly by the Contracting Agency from others for whom the Bidder has worked, or
10 other public agencies or private enterprises; and (iii) any additional information
11 obtained by the Contracting Agency which is believed to be relevant to the matter.

12
13 If the Contracting Agency determines the Bidder does not meet the bidder
14 responsibility criteria above and is therefore not a responsible Bidder, the
15 Contracting Agency shall notify the Bidder in writing, with the reasons for its
16 determination. If the Bidder disagrees with this determination, it may appeal the
17 determination within two (2) business days of the Contracting Agency's
18 determination by presenting its appeal and any additional information to the
19 Contracting Agency. The Contracting Agency will consider the appeal and any
20 additional information before issuing its final determination. If the final
21 determination affirms that the Bidder is not responsible, the Contracting Agency will
22 not execute a contract with any other Bidder until at least two business days after
23 the Bidder determined to be not responsible has received the Contracting Agency's
24 final determination.

25
26 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid:
27 Bidders with concerns about the relevancy or restrictiveness of the Supplemental
28 Bidder Responsibility Criteria may make or submit requests to the Contracting
29 Agency to modify the criteria. Such requests shall be in writing, describe the
30 nature of the concerns, and propose specific modifications to the criteria. Bidders
31 shall submit such requests to the Contracting Agency no later than five (5)
32 business days prior to the bid submittal deadline and address the request to the
33 Project Engineer or such other person designated by the Contracting Agency in the
34 Bid Documents.

35
36 **1-02.15 Pre Award Information**

37 *(August 14, 2013 APWA GSP)*

Modification

38
39 Revise this section to read:

40
41 Before awarding any contract, the Contracting Agency may require one or more of
42 these items or actions of the apparent lowest responsible bidder:

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

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

7
8 **SECTION 1-03, AWARD AND EXECUTION OF CONTRACT**
9

10 **1-03.1 Consideration of Bids**

11 *(January 23, 2006 APWA GSP)*

Modification

12
13 Revise the first paragraph to read:

14
15 After opening and reading proposals, the Contracting Agency will check them for
16 correctness of extensions of the prices per unit and the total price. If a discrepancy
17 exists between the price per unit and the extended amount of any bid item, the price
18 per unit will control. If a minimum bid amount has been established for any item and
19 the bidder's unit or lump sum price is less than the minimum specified amount, the
20 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum
21 specified amount and recalculate the extension. The total of extensions, corrected
22 where necessary, including sales taxes where applicable and such additives and/or
23 alternates as selected by the Contracting Agency, will be used by the Contracting
24 Agency for award purposes and to fix the Awarded Contract Price amount and the
25 amount of the contract bond.

26
27 **1-03.3 Execution of Contract**

28 *(October 1, 2005 APWA GSP)*

Modification

29
30 Revise this section to read:

31
32 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
33 available for signature by the successful bidder on the first business day following
34 award. The number of copies to be executed by the Contractor will be determined by
35 the Contracting Agency.

36
37 Within 10 calendar days after the award date, the successful bidder shall return the
38 signed Contracting Agency-prepared contract, an insurance certification as required
39 by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4.
40 Before execution of the contract by the Contracting Agency, the successful bidder shall
41 provide any pre-award information the Contracting Agency may require under Section
42 1-02.15.

43
44 Until the Contracting Agency executes a contract, no proposal shall bind the
45 Contracting Agency nor shall any work begin within the project limits or within
46 Contracting Agency-furnished sites. The Contractor shall bear all risks for any work
47 begun outside such areas and for any materials ordered before the contract is
48 executed by the Contracting Agency.
49

1 If the bidder experiences circumstances beyond their control that prevents return of
2 the contract documents within the calendar days after the award date stated above,
3 the Contracting Agency may grant up to a maximum of 10 additional calendar days for
4 return of the documents, provided the Contracting Agency deems the circumstances
5 warrant it.
6

7 **1-03.4 Contract Bond**

8 *(February 1, 2017 CON GSP)*

Replacement

9
10 Delete the first paragraph and replace it with the following:

11
12 The successful bidder shall provide executed payment and performance bonds each
13 for the full contract amount. Each bond shall:

- 14 1. Be on Contracting Agency-furnished form(s);
- 15 2. Be signed by an approved surety (or sureties) that:
 - 16 a. Is registered with the Washington State Insurance Commissioner, and
 - 17 b. Appears on the current Authorized Insurance List in the State of
 - 18 Washington published by the Office of the Insurance Commissioner,
 - 19
- 20 3. Guarantee that the Contractor will perform and comply with all obligations,
21 duties, and conditions under the Contract, including but not limited to the duty
22 and obligation to indemnify, defend, and protect the Contracting Agency
23 against all losses and claims related directly or indirectly from any failure:
 - 24 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
 - 25 subcontractors of the Contractor) to faithfully perform and comply with all
 - 26 contract obligations, conditions, and duties, or
 - 27 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
 - 28 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
 - 29 subcontractors, material person, or any other person who provides supplies
 - 30 or provisions for carrying out the work;
- 31 4. Be conditioned upon the payment of taxes, increases, and penalties incurred
32 on the project under titles 50, 51, and 82 RCW; and
- 33 5. Be accompanied by a power of attorney for the Surety's officer empowered to
34 sign the bond; and
- 35 6. Be signed by an officer of the Contractor empowered to sign official statements
36 (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must
37 be signed by the president or vice president, unless accompanied by written
38 proof of the authority of the individual signing the bond(s) to bind the
39 corporation (i.e., corporate resolution, power of attorney, or a letter to such
40 effect signed by the president or vice president).

41
42 **1-03.7 Judicial Review**

43 *(November 30, 2018 APWA GSP)*

Modification

44
45 Revise this section to read:
46

1 Any decision made by the Contracting Agency regarding the Award and execution of
2 the Contract or Bid rejection shall be conclusive subject to the scope of judicial
3 review permitted under Washington Law. Such review, if any, shall be timely filed in
4 the Superior Court of the county where the Contracting Agency headquarters is
5 located, provided that where an action is asserted against a county, RCW 36.01.050
6 shall control venue and jurisdiction.
7

8 9 **SECTION 1-04, SCOPE OF WORK**

10 11 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,** 12 **Specifications, and Addenda**

13 *(December 10, 2020 APWA GSP)*

Modification

14
15 Revise the second paragraph to read:

16
17 Any inconsistency in the parts of the contract shall be resolved by following this order
18 of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 19 1. Addenda,
- 20 2. Proposal Form,
- 21 3. Special Provisions,
- 22 4. Contract Plans,
- 23 5. Standard Specifications,
- 24 6. Contracting Agency's Standard Plans or Details (if any), and
- 25 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

26 27 **1-04.4(1) Minor Changes**

28 *(May 30, 2019 APWA GSP)*

Replacement

29
30 Delete the first paragraph and replace it with the following:

31
32 Payments or credits for changes amounting to \$10,000 or less may be made under
33 the Bid item "Minor Change". At the discretion of the Contracting Agency, this
34 procedure for Minor Changes may be used in lieu of the more formal procedure as
35 outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope
36 of the Contract Work and will not change Contract Time.
37

38 **1-04.6 Variation in Estimated Quantities**

39 *(July 23, 2015 APWA GSP, Option B)*

Modification

40
41 Revise the first paragraph to read:

42
43 Payment to the Contractor will be made only for the actual quantities of Work
44 performed and accepted in conformance with the Contract. When the accepted
45 quantity of Work performed under a unit item varies from the original Proposal quantity,
46 payment will be at the unit Contract price for all Work unless the total accepted quantity
47 of any Contract item, adjusted to exclude added or deleted amounts included in
48 change orders accepted by both parties, increases or decreases by more than 25
49 percent from the original Proposal quantity, and if the total extended bid price for that
50 item at time of award is equal to or greater than 10 percent of the total contract price

1 at time of award. In that case, payment for contract work may be adjusted as described
2 herein:
3
4

5 **SECTION 1-05, CONTROL OF WORK**
6

7 **1-05.4 Conformity With and Deviations From Plans and Stakes**
8

9 **1-05.4(1) Construction Surveying – Roadway**

10 *(February 1, 2017 CON GSP)*

New

11
12 New Section:

13
14 Copies of the Contracting Agency provided primary survey control data are available
15 for the bidder's inspection at the office of the Project Engineer.
16

17 The Contractor shall be responsible for setting, maintaining, and resetting all alignment
18 stakes, slope stakes, and grades necessary for the construction of the roadbed,
19 drainage, surfacing, paving, channelization and pavement marking, illumination and
20 signals, guardrails and barriers, and signing. Except for the survey control data to be
21 furnished by the Contracting Agency, calculations, surveying, and measuring required
22 for setting and maintaining the necessary lines and grades shall be the Contractor's
23 responsibility.
24

25 The Contractor shall inform the Engineer when monuments are discovered that were
26 not identified in the Plans and construction activity may disturb or damage the
27 monuments. All monuments noted on the plans "DO NOT DISTURB" shall be
28 protected throughout the length of the project or be replaced at the Contractor's
29 expense.
30

31 Detailed survey records shall be maintained, including a description of the work
32 performed on each shift, the methods utilized, and the control points used. The record
33 shall be adequate to allow the survey to be reproduced. A copy of each day's record
34 shall be provided to the Engineer within three working days after the end of the shift.
35

36 The meaning of words and terms used in this provision shall be as listed in "Definitions
37 of Surveying and Associated Terms" current edition, published by the American
38 Congress on Surveying and Mapping and the American Society of Civil Engineers.
39

40 The survey work shall include but not be limited to the following:
41

- 42 1. Verify the primary horizontal and vertical control furnished by the Contracting
43 Agency, and expand into secondary control by adding stakes and hubs as well
44 as additional survey control needed for the project. Provide descriptions of
45 secondary control to the Contracting Agency. The description shall include
46 coordinates and elevations of all secondary control points.
47
- 48 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks
49 on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs)
50 and at points on the alignments spaced no further than 50 feet.
51

- 1 3. Establish clearing limits, placing stakes at all angle points and at intermediate
2 points not more than 50 feet apart. The clearing and grubbing limits shall
3 generally be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut
4 unless otherwise shown in the Plans.
5
- 6 4. Establish grading limits, placing slope stakes at centerline increments not more
7 than 50 feet apart. Establish offset reference to all slope stakes. If Global
8 Positioning Satellite (GPS) Machine controls are used to provide grade control,
9 then slope stakes may be omitted at the discretion of the Contractor.
10
- 11 5. Establish the horizontal and vertical location of all drainage features, placing
12 offset stakes to all drainage structures and to pipes at a horizontal interval not
13 greater than 25 feet.
14
- 15 6. Establish roadbed and surfacing elevations by placing stakes at the top of
16 subgrade and at the top of each course of surfacing. Subgrade and surfacing
17 stakes shall be set at horizontal intervals not greater than 50 feet in tangent
18 sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-
19 foot intervals in intersection radii with a radius less than 10 feet. Transversely,
20 stakes shall be placed at all locations where the roadway slope changes and
21 at additional points such that the transverse spacing of stakes is not more than
22 12 feet. If GPS Machine Controls are used to provide grade control, then
23 roadbed and surfacing stakes may be omitted at the discretion of the
24 Contractor.
25
- 26 7. Establish intermediate elevation benchmarks as needed to check work
27 throughout the project.
28
- 29 8. Provide references for paving pins at 25-foot intervals or provide simultaneous
30 surveying to establish location and elevation of paving pins as they are being
31 placed.
32
- 33 9. For all other types of construction included in this provision, (including but not
34 limited to channelization and pavement marking, illumination and signals,
35 guardrails and barriers, and signing) provide staking and layout as necessary
36 to adequately locate, construct, and check the specific construction activity.
37
- 38 10. The Contractor shall determine if changes are needed to the profiles or roadway
39 sections shown in the Contract Plans in order to achieve proper smoothness
40 and drainage where matching into existing features, such as a smooth
41 transition from new pavement to existing pavement. The Contractor shall
42 submit these changes to the Project Engineer for review and approval 10 days
43 prior to the beginning of work.
44

45 The Contractor shall provide the Contracting Agency copies of any calculations and
46 staking data when requested by the Engineer.
47

48 To facilitate the establishment of these lines and elevations, the Contracting Agency
49 will provide the Contractor with primary survey control information consisting of
50 descriptions of two primary control points used for the horizontal and vertical control,
51 and descriptions of two additional primary control points for every additional three

1 miles of project length. Primary control points will be described by reference to the
 2 project alignment and the coordinate system and elevation datum utilized by the
 3 project. In addition, the Contracting Agency will supply horizontal coordinates for the
 4 beginning and ending points and for each Point of Intersection (PI) on each alignment
 5 included in the project.

6
 7 The Contractor shall ensure a surveying accuracy within the following tolerances:
 8

	Vertical	Horizontal
Slope Stakes	±0.1 foot	±0.10 foot
Subgrade grade stakes set 0.04 feet below grade	±0.01 foot	±0.5 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Stationing on roadway	N/A	±0.1 foot
Alignment on roadway	N/A	±0.04 foot
Surfacing grade stakes	±0.01 foot	±0.5 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 foot	±0.2 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Roadway Paving Pins for Surfacing or Paving	±0.01 foot	±0.1 foot (parallel to alignment) ±0.05 foot (normal to alignment)
Alignment of sanitary sewer and storm sewer structures	±0.01 foot	±0.1 foot
Walls	±0.01 foot	±0.04 foot
Curb and Gutter	±0.01 foot	±0.01 foot

9
 10 The Contracting Agency may spot-check the Contractor's surveying. These spot
 11 checks will not change the requirements for normal checking by the Contractor.
 12

13 When staking roadway alignment and stationing, the Contractor shall perform
 14 independent checks from different secondary control to ensure that the points staked
 15 are within the specified survey accuracy tolerances.
 16

17 The Contractor shall calculate coordinates for the alignment. The Contracting Agency
 18 will verify these coordinates prior to issuing approval to the Contractor for commencing
 19 with the work. The Contracting Agency will require up to seven calendar days from the
 20 date the data is received.
 21

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

4
5 Stakes shall be marked in accordance with WSDOT Standard Plan A10.10. When
6 stakes are needed that are not described in the Plans, then those stakes shall be
7 marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

8
9 **1-05.4(2) Payment**

10 *(February 1, 2017 CON GSP)*

New

11
12 New Section:

13
14 Payment will be made in accordance with section 1-04.1 of the Standard Specifications
15 for the following bid item when included in the bid proposal.

16
17 "Construction Surveying", lump sum.

18 The lump sum contract price for "Construction Surveying" shall be full pay for all labor,
19 equipment, materials, and supervision utilized to perform the work specified, including
20 any resurveying, checking, correction of errors, replacement of missing or damaged
21 stakes, and coordination efforts. 25 percent of the total cost in the bid item for
22 "Construction Surveying" will be applied to the Record Drawings and will be paid upon
23 submittal and acceptance of the Record Drawings.

24
25 **1-05.7 Removal of Defective and Unauthorized Work**

26 *(October 1, 2005 APWA GSP)*

Supplement

27
28 Supplement this section with the following:

29
30 If the Contractor fails to remedy defective or unauthorized work within the time
31 specified in a written notice from the Engineer, or fails to perform any part of the work
32 required by the Contract Documents, the Engineer may correct and remedy such work
33 as may be identified in the written notice, with Contracting Agency forces or by such
34 other means as the Contracting Agency may deem necessary.

35
36 If the Contractor fails to comply with a written order to remedy what the Engineer
37 determines to be an emergency situation, the Engineer may have the defective and
38 unauthorized work corrected immediately, have the rejected work removed and
39 replaced, or have work the Contractor refuses to perform completed by using
40 Contracting Agency or other forces. An emergency situation is any situation when, in
41 the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might
42 cause serious risk of loss or damage to the public.

43
44 Direct or indirect costs incurred by the Contracting Agency attributable to correcting
45 and remedying defective or unauthorized work, or work the Contractor failed or refused
46 to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer
47 from monies due, or to become due, the Contractor. Such direct and indirect costs
48 shall include in particular, but without limitation, compensation for additional
49 professional services required, and costs for repair and replacement of work of others
50 destroyed or damaged by correction, removal, or replacement of the Contractor's
51 unauthorized work.

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

4
5 The rights exercised under the provisions of this section shall not diminish the
6 Contracting Agency's right to pursue any other avenue for additional remedy or
7 damages with respect to the Contractor's failure to perform the work as required.

8
9 **1-05.11 Final Inspection**

10
11 Delete this Section and replace it with the following:

12
13 **1-05.11 Final Inspections and Operational Testing**
14 *(October 1, 2005 APWA GSP)*

Replacement

15
16 **1-05.11(1) Substantial Completion Date**

17
18 When the Contractor considers the work to be substantially complete, the Contractor
19 shall so notify the Engineer and request the Engineer establish the Substantial
20 Completion Date. The Contractor's request shall list the specific items of work that
21 remain to be completed in order to reach physical completion. The Engineer will
22 schedule an inspection of the work with the Contractor to determine the status of
23 completion. The Engineer may also establish the Substantial Completion Date
24 unilaterally.

25
26 If, after this inspection, the Engineer concurs with the Contractor that the work is
27 substantially complete and ready for its intended use, the Engineer, by written notice
28 to the Contractor, will set the Substantial Completion Date. If, after this inspection the
29 Engineer does not consider the work substantially complete and ready for its intended
30 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
31 therefor.

32
33 Upon receipt of written notice concurring in or denying substantial completion,
34 whichever is applicable, the Contractor shall pursue vigorously, diligently and without
35 unauthorized interruption, the work necessary to reach Substantial and Physical
36 Completion. The Contractor shall provide the Engineer with a revised schedule
37 indicating when the Contractor expects to reach substantial and physical completion
38 of the work.

39
40 The above process shall be repeated until the Engineer establishes the Substantial
41 Completion Date and the Contractor considers the work physically complete and ready
42 for final inspection.

43
44 **1-05.11(2) Final Inspection and Physical Completion Date**

45
46 When the Contractor considers the work physically complete and ready for final
47 inspection, the Contractor by written notice, shall request the Engineer to schedule a
48 final inspection. The Engineer will set a date for final inspection. The Engineer and
49 the Contractor will then make a final inspection and the Engineer will notify the
50 Contractor in writing of all particulars in which the final inspection reveals the work
51 incomplete or unacceptable. The Contractor shall immediately take such corrective

1 measures as are necessary to remedy the listed deficiencies. Corrective work shall
2 be pursued vigorously, diligently, and without interruption until physical completion of
3 the listed deficiencies. This process will continue until the Engineer is satisfied the
4 listed deficiencies have been corrected.

5
6 If action to correct the listed deficiencies is not initiated within 7 days after receipt of
7 the written notice listing the deficiencies, the Engineer may, upon written notice to
8 the Contractor, take whatever steps are necessary to correct those deficiencies
9 pursuant to Section 1-05.7.

10
11 The Contractor will not be allowed an extension of contract time because of a delay
12 in the performance of the work attributable to the exercise of the Engineer's right
13 hereunder.

14
15 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
16 Contracting Agency, in writing, of the date upon which the work was considered
17 physically complete. That date shall constitute the Physical Completion Date of the
18 contract, but shall not imply acceptance of the work or that all the obligations of the
19 Contractor under the contract have been fulfilled.

20
21 **1-05.11(3) Operational Testing**

22
23 It is the intent of the Contracting Agency to have at the Physical Completion Date a
24 complete and operable system. Therefore when the work involves the installation of
25 machinery or other mechanical equipment; street lighting, electrical distribution or
26 signal systems; irrigation systems; buildings; or other similar work it may be desirable
27 for the Engineer to have the Contractor operate and test the work for a period of time
28 after final inspection but prior to the physical completion date. Whenever items of
29 work are listed in the Contract Provisions for operational testing they shall be fully
30 tested under operating conditions for the time period specified to ensure their
31 acceptability prior to the Physical Completion Date. During and following the test
32 period, the Contractor shall correct any items of workmanship, materials, or
33 equipment which prove faulty, or that are not in first class operating condition.
34 Equipment, electrical controls, meters, or other devices and equipment to be tested
35 during this period shall be tested under the observation of the Engineer, so that the
36 Engineer may determine their suitability for the purpose for which they were installed.
37 The Physical Completion Date cannot be established until testing and corrections
38 have been completed to the satisfaction of the Engineer.

39
40 The costs for power, gas, labor, material, supplies, and everything else needed to
41 successfully complete operational testing, shall be included in the unit contract prices
42 related to the system being tested, unless specifically set forth otherwise in the
43 proposal.

44 Operational and test periods, when required by the Engineer, shall not affect a
45 manufacturer's guaranties or warranties furnished under the terms of the contract.

46
47 **1-05.12 Final Acceptance**

48
49 Add the following new section:

50
51 **1-05.12(1) One-Year Guarantee Period**

1 (March 8, 2013 APWA GSP)

New

2
3 The Contractor shall return to the project and repair or replace all defects in
4 workmanship and material discovered within one year after Final Acceptance of the
5 Work. The Contractor shall start work to remedy any such defects within 7 calendar
6 days of receiving Contracting Agency's written notice of a defect, and shall complete
7 such work within the time stated in the Contracting Agency's notice. In case of an
8 emergency, where damage may result from delay or where loss of services may result,
9 such corrections may be made by the Contracting Agency's own forces or another
10 contractor, in which case the cost of corrections shall be paid by the Contractor. In
11 the event the Contractor does not accomplish corrections within the time specified, the
12 work will be otherwise accomplished and the cost of same shall be paid by the
13 Contractor.

14 When corrections of defects are made, the Contractor shall then be responsible for
15 correcting all defects in workmanship and materials in the corrected work for one year
16 after acceptance of the corrections by Contracting Agency.

17 This guarantee is supplemental to and does not limit or affect the requirements that
18 the Contractor's work comply with the requirements of the Contract or any other legal
19 rights or remedies of the Contracting Agency.

20
21 **1-05.13 Superintendents, Labor and Equipment of Contractor**

22 (August 14, 2013 APWA GSP)

Modification

23
24 Delete the sixth and seventh paragraphs of this section.

25
26 **1-05.14 Cooperation With Other Contractors**

27 (March 13, 1995 WSDOT GSP)

Supplement

28
29 Supplement this Section with the following:

30
31 **Other Contracts or Other Work**

32 It is anticipated that the following work adjacent to or within the limits of this project will
33 be performed by others during the course of this project and will require coordination
34 of the work:

35
36 NONE

37
38 **1-05.15 Method of Serving Notices**

39 (March 25, 2009 APWA GSP)

Modification

40
41 Revise the second paragraph to read:

42
43 All correspondence from the Contractor shall be directed to the Project Engineer. All
44 correspondence from the Contractor constituting any notification, notice of protest,
45 notice of dispute, or other correspondence constituting notification required to be
46 furnished under the Contract, must be in paper format, hand delivered or sent via mail
47 delivery service to the Project Engineer's office. Electronic copies such as e-mails or
48 electronically delivered copies of correspondence will not constitute such notice and
49 will not comply with the requirements of the Contract.

1 **1-05.16 Water and Power**
2 (October 1, 2005 APWA GSP)

New

3
4 Add the following new section:

5
6 The Contractor shall make necessary arrangements, and shall bear the costs for
7 power and water necessary for the performance of the work, unless the Contract
8 includes power and water as a pay item.
9

10
11 **1-05.19 Stockpiling of Materials and Construction Office**
12 (February 1, 2017 CON GSP)

New

13
14 Add the following new section:

15
16 This Contract *****does not***** provide for an onsite location for the Contractor to
17 stockpile materials and/or a construction office (staging). If the Contractor requires
18 staging on private property, it shall be the Contractor's responsibility to secure all
19 private property rights for staging at the Contractor's expense. If approved by the City,
20 City Right of Way may be utilized for location of staging. Contractor shall propose
21 location, methods of securing the site, and site restoration to the City for consideration.
22 Selected Right of Way locations shall not impede traffic at any time. The Contractor
23 may utilize the construction work zone within the City's Right of Way for staging as
24 long as such staging does not impede the normal flow of traffic outside that caused by
25 construction activity associated with the work.
26
27

28 **SECTION 1-06, CONTROL OF MATERIALS**

29
30 **1-06.1 Approval of Materials Prior to Use**
31 (February 1, 2017 CON GSP)

Supplement

32
33 This Section is supplemented with the following:

34
35 The Contractor shall be responsible for the accuracy and completeness of the
36 information contained in each QPL and RAM submittal and shall ensure that all
37 material, equipment or method of work shall be as described in the QPL and
38 approved RAM. The Contractor shall verify that all features of all products conform to
39 the requirements of the Contract and Plans. The Contractor shall ensure that there is
40 no conflict with other submittals and specifically notify the Contracting Agency in each
41 case where the Contractor's submittal may affect the work of another contractor or the
42 Contracting Agency. The Contractor shall ensure coordination of submittals among
43 the related crafts and subcontractors. If the Contractor proposes to provide material,
44 equipment, or a method of work, which deviates from the Contract, the Contractor
45 shall indicate so on the transmittal form accompanying the QPL and/or RAM
46 submittals and submit a written request to the Engineer for approval of the proposed
47 substitution.
48

49 Submittals required for the Work shall include any or all of the following, as required
50 by the Contract:
51

- 1 a. Manufacturer's literature
- 2 b. Shop drawings
- 3 c. Material samples
- 4 d. Test reports

5

6 **Timing of Product Submittals**

7 All submittal information shall be sent to the Engineer through the Contractor.

8

9 All submittals shall be provided far enough in advance of installation to allow sufficient
10 time for reviews and necessary approvals.

11

12 The Contractor shall allow at least 14 calendar days for the Engineer's review of all
13 submittals.

14

15 **Number of Submittals**

16 The Contractor shall submit four (min.) copies of each QPL and RAM submittal. One
17 (min.) copy will be returned to the Contractor and three (min.) will be retained by the
18 Contracting Agency and Engineer. In lieu of submitting paper copies the Contractor
19 may submit QPLs and RAMs electronically.

20

21 **Resubmittals**

22 When a submittal is resubmitted for any reason, it shall be resubmitted referencing the
23 previous RAM # and the number of times it has been resubmitted (RAM # - times
24 resubmitted).

25

26 **Delays**

27 All costs of delays caused by the failure of the Contractor to provide submittals in a
28 timely manner will be borne by the Contractor.

29

30 **Payment**

31 The cost to prepare and submit submittals, equipment manuals, testing, and materials
32 samples shall be included in the bid prices for various items associated with the
33 required submittals.

34

35 **1-06.1(2) Request for Approval of Material (RAM)**

36 (February 1, 2017 CON GSP)

Supplement

37

38 This Section is supplemented with the following:

39

40 **Submittal Information**

41 Shop, catalog, and other appropriate drawings shall be submitted to the Engineer for
42 review prior to fabrication or ordering of all equipment or materials specified. Submittal
43 documents shall be clearly edited to indicate only those items, models, or series of
44 materials or equipment which are being submitted for review. All extraneous materials
45 shall be crossed out or otherwise obliterated.

46

47 Shop drawings shall be submitted in the form of blue-line or black-line prints of each
48 sheet. Blueprint submittals will not be acceptable.

49

1 All shop drawings shall be accurately drawn to a scale sufficiently large enough to
2 show pertinent features and methods of connection or jointing. Figure dimensions
3 shall be used on all shop drawings, as opposed to scaled dimensions.

4
5 All shop drawings shall bear the Contractor's certification that the Contractor has
6 reviewed, checked, and approved the shop drawings.

7
8 **SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

9
10 **1-07.1 Laws to be Observed**

11 *(October 1, 2005 APWA GSP)*

Supplement

12
13 This Section is supplemented with the following:

14
15 In cases of conflict between different safety regulations, the more stringent regulation shall
16 apply.

17
18 The Washington State Department of Labor and Industries shall be the sole and
19 paramount administrative agency responsible for the administration of the provisions of
20 the Washington Industrial Safety and Health Act of 1973 (WISHA).

21
22 The Contractor shall maintain at the project site office, or other well-known place at the
23 project site, all articles necessary for providing first aid to the injured. The Contractor shall
24 establish, publish, and make known to all employees, procedures for ensuring immediate
25 removal to a hospital, or doctor's care, persons, including employees, who may have been
26 injured on the project site. Employees should not be permitted to work on the project site
27 before the Contractor has established and made known procedures for removal of injured
28 persons to a hospital or a doctor's care.

29
30 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
31 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
32 from their failure, or improper maintenance, use, or operation. The Contractor shall be
33 solely and completely responsible for the conditions of the project site, including safety for
34 all persons and property in the performance of the work. This requirement shall apply
35 continuously, and not be limited to normal working hours. The required or implied duty of
36 the Engineer to conduct construction review of the Contractor's performance does not,
37 and shall not, be intended to include review and adequacy of the Contractor's safety
38 measures in, on, or near the project site.

39
40 **1-07.2 State Taxes**

41 Delete this section, including its sub-sections, in its entirety and replace it with the
42 following:

43
44 **1-07.2 State Sales Tax**

45 *(June 27, 2011 APWA GSP)*

Replacement

46
47 The Washington State Department of Revenue has issued special rules on the State
48 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
49 Contractor should contact the Washington State Department of Revenue for answers
50 to questions in this area. The Contracting Agency will not adjust its payment if the
51 Contractor bases a bid on a misunderstood tax liability.

1
2 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
3 contract amounts. In some cases, however, state retail sales tax will not be included.
4 Section 1-07.2(2) describes this exception.

5
6 The Contracting Agency will pay the retained percentage (or release the Contract
7 Bond if a FHWA-funded Project) only if the Contractor has obtained from the
8 Washington State Department of Revenue a certificate showing that all contract-
9 related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct
10 from its payments to the Contractor any amount the Contractor may owe the
11 Washington State Department of Revenue, whether the amount owed relates to this
12 contract or not. Any amount so deducted will be paid into the proper State fund.

13
14 **1-07.2(1) State Sales Tax — Rule 171**

15
16 WAC 458-20-171, and its related rules, apply to building, repairing, or improving
17 streets, roads, etc., which are owned by a municipal corporation, or political
18 subdivision of the state, or by the United States, and which are used primarily for foot
19 or vehicular traffic. This includes storm or combined sewer systems within and
20 included as a part of the street or road drainage system and power lines when such
21 are part of the roadway lighting system. For work performed in such cases, the
22 Contractor shall include Washington State Retail Sales Taxes in the various unit bid
23 item prices, or other contract amounts, including those that the Contractor pays on the
24 purchase of the materials, equipment, or supplies used or consumed in doing the work.

25
26 **1-07.2(2) State Sales Tax — Rule 170**

27
28 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new
29 or existing buildings, or other structures, upon real property. This includes, but is not
30 limited to, the construction of streets, roads, highways, etc., owned by the state of
31 Washington; water mains and their appurtenances; sanitary sewers and sewage
32 disposal systems unless such sewers and disposal systems are within, and a part of,
33 a street or road drainage system; telephone, telegraph, electrical power distribution
34 lines, or other conduits or lines in or above streets or roads, unless such power lines
35 become a part of a street or road lighting system; and installing or attaching of any
36 article of tangible personal property in or to real property, whether or not such personal
37 property becomes a part of the realty by virtue of installation.

38
39 For work performed in such cases, the Contractor shall collect from the Contracting
40 Agency, retail sales tax on the full contract price. The Contracting Agency will
41 automatically add this sales tax to each payment to the Contractor. For this reason,
42 the Contractor shall not include the retail sales tax in the unit bid item prices, or in any
43 other contract amount subject to Rule 170, with the following exception.

44
45 Exception: The Contracting Agency will not add in sales tax for a payment the
46 Contractor or a subcontractor makes on the purchase or rental of tools, machinery,
47 equipment, or consumable supplies not integrated into the project. Such sales taxes
48 shall be included in the unit bid item prices or in any other contract amount.

1 **1-07.2(3) Services**

2
3 The Contractor shall not collect retail sales tax from the Contracting Agency on any
4 contract wholly for professional or other services (as defined in Washington State
5 Department of Revenue Rules 138 and 244).
6

7 **1-07.6 Permits and Licenses**

8 *(February 1, 2017 CON GSP)*

Supplement

9
10 Supplement this Section with the following:

11 The Contracting Agency has obtained the following permits for this Project

- 12 • *****None*****

13
14 All other permits, licenses, inspections, etc., which may be required, shall be obtained
15 and paid for by the Contractor. The Contractor shall ensure that all necessary permits
16 are obtained, and is responsible for reviewing all permits to become familiar with the
17 requirements.
18

19
20 The Contractor and all subcontractors of any tier must obtain a City of Newcastle
21 Business License (Contractor).
22

23 The Contractor is cautioned to review all permits and other Contract Documents, and
24 schedule the work activities appropriately to complete the work within the number of
25 days stated in the Special Provisions. No additional compensation or extensions to
26 time will be granted to the Contractor due to the time constraints imposed by such
27 documents. The Contractor shall assume all responsibility for meeting all
28 requirements of all permits.
29

30 Any fines or penalties incurred by Contracting Agency for not meeting state water
31 quality standards and/or lack of stormwater pollution prevention on this Project shall
32 be deducted from monies otherwise due to Contractor. Any fines assessed directly to
33 Contractor shall be paid directly to the fining authority, at the Contractor's own cost.
34

35
36 **1-07.9(5) Required Documents**

37 *(January 3, 2020 APWA GSP)*

Replacement

38
39 Delete this section and replace it with the following:
40

41 **General**

42 All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and
43 Certified Payrolls, including a signed Statement of Compliance for Federal-aid
44 projects, shall be submitted to the Engineer and the State L&I online Prevailing Wage
45 Intent & Affidavit (PWIA) system.
46

47 **Intents and Affidavits**

48 On forms provided by the Industrial Statistician of State L&I, the Contractor shall
49 submit to the Engineer the following for themselves and for each firm covered under
50 RCW 39.12 that will or has provided Work and materials for the Contract:

- 1
2 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form
3 number F700-029-000. The Contracting Agency will make no payment under
4 this Contract until this statement has been approved by State L&I and
5 reviewed by the Engineer.
6
7 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number
8 F700-007-000. The Contracting Agency will not grant Completion until all
9 approved Affidavit of Wages paid for the Contractor and all Subcontractors
10 have been received by the Engineer. The Contracting Agency will not release
11 to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of
12 Prevailing Wages Paid" forms have been approved by State L&I and all of the
13 approved forms have been submitted to the Engineer for every firm that
14 worked on the Contract.
15

16 The Contractor is responsible for requesting these forms from State L&I and for paying
17 any fees required by State L&I.
18

19 **Certified Payrolls**

20 Certified payrolls are required to be submitted by the Contractor for themselves, all
21 Subcontractors and all lower tier subcontractors. The payrolls shall be submitted
22 weekly on all Federal-aid projects and no less than monthly on State funded projects.
23

24 **Penalties for Noncompliance**

25 The Contractor is advised, if these payrolls are not supplied within the prescribed
26 deadlines, any or all payments may be withheld until compliance is achieved. In
27 addition, failure to provide these payrolls may result in other sanctions as provided by
28 State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).
29
30

31 **1-07.16 Protection and Restoration of Property**

32
33 **1-07.16(1) Private/Public Property**

34 *(February 1, 2017 CON GSP)*

Supplement

35
36 Supplement this Section with the following:
37

38 The Contractor's work shall be confined to the Contracting Agency's premises,
39 including easements, rights of entry and construction permit limits. The Contractor
40 shall not enter upon or place materials on other property except by written consent of
41 the individual owners and shall hold Owner harmless from all suits and actions of every
42 kind and description that might result from the Contractor's use of property. The
43 Contractor shall furnish, to the Owner, the written consent from the property owner(s)
44 to use the property and a written release from the property owner(s) upon vacation of
45 said property.
46

47 Contractor shall provide and maintain access to and from the Right of Way.
48

49 Contractor shall comply with all conditions of the project easements. Easement
50 documents are located in the Appendices. Contractor shall indemnify Owner from
51 claims on all easements and rights of entry. All other access rights outside the limits

1 identified on the plans, will be the Contractor's responsibility to negotiate and obtain at
2 the Contractor's expense.

3
4 Contractor shall restore all property within the temporary easements or rights of entry
5 to its original condition or as indicated in the plans and specifications.

6
7 Only equipment with rubber tires or smooth tracks will be allowed on the finished roads
8 or road surfaces which are not to be reconstructed as a part of this project. Tracks with
9 cleats or other devices which damage the road surfacing will not be allowed. All
10 outriggers shall be equipped with street pads.

11
12 Any additional costs due to delays or restrictions due to the construction within the
13 Right-of-Way and furnishing access to adjacent property owners shall be considered
14 incidental to the project, and shall also be merged in the respective unit and lump sum
15 prices Bid.

16
17 **1-07.16(1)A Garbage Service**
18 *(February 1, 2017 CON GSP)*

New

19
20 Add the following new section:

21
22 The Contractor shall be responsible for and coordinating with the respective
23 agency for garbage pick-up. Services shall not be interrupted. If necessary,
24 Contractor shall be responsible for moving private garbage cans to and from any
25 temporary pick up location. Below is contact information for garbage service:
26

Waste Management http://wmnorthwest.com/newcastle/index.html (800) 592-9995

27
28 **1-07.17 Utilities and Similar Facilities**
29 *(February 1, 2017 CON GSP)*

New

30
31 Supplement this section with the following:

32
33 Unless otherwise noted on the Plans, locations and dimensions shown in the Plans
34 are for existing facilities in accordance with available information obtained without
35 uncovering, measuring, or other verification. Other aboveground or underground
36 facilities not shown on the Plans may be encountered during the course of the work.

37
38 The Contractor is warned that there may be utilities on the project that are not part of
39 the One Number Locator Service system, this includes the City of Newcastle. The
40 City of Newcastle maintains storm sewers within the City limits. The Contractor must
41 contact utilities that are not part of the One Call system for locations.

42
43 The Contractor shall attend a mandatory utility preconstruction meeting with the
44 Engineer, all affected subcontractors, and all utility owners and their Contractors prior
45 to beginning onsite Work.
46

1 The following utility companies known to have facilities within the project limits or will
2 be adjusting, relocating, replacing or constructing utilities within the project limits are
3 supplied for the Contractor's use:

4
5 Puget Sound Energy (Electric & Gas)
6 Justin McConachie
7 Justin.McConachie@pse.com
8 (206) 517-3432
9

10 Comcast (Telecommunications)
11 Jim Cohn
12 James.Cohn@comcast.com
13 (253) 569-0636
14

15 Century Link (Telecommunications)
16 Jesse Patjens
17 Jesse.Patjens@CenturyLink.com
18 (206) 733-8591
19

20 Coal Creek Utility District (Water & Sewer)
21 Patrick Martin
22 patrick@ccud.org
23 (206) 255-1961
24

25 **1-07.18 Public Liability and Property Damage Insurance**

26
27 Delete this section in its entirety, and replace it with the following:
28

29 **1-07.18 Insurance**
30 *(January 4, 2016 APWA GSP)*
31

32 **1-07.18(1) General Requirements**

- 33
- 34 A. The Contractor shall procure and maintain the insurance described in all
35 subsections of section 1-07.18 of these Special Provisions, from insurers with
36 a current A. M. Best rating of not less than A-: VII and licensed to do business
37 in the State of Washington. The Contracting Agency reserves the right to
38 approve or reject the insurance provided, based on the insurer's financial
39 condition.
40
 - 41 B. The Contractor shall keep this insurance in force without interruption from the
42 commencement of the Contractor's Work through the term of the Contract and
43 for thirty (30) days after the Physical Completion date, unless otherwise
44 indicated below.
45
 - 46 C. If any insurance policy is written on a claims made form, its retroactive date,
47 and that of all subsequent renewals, shall be no later than the effective date of
48 this Contract. The policy shall state that coverage is claims made, and state
49 the retroactive date. Claims-made form coverage shall be maintained by the
50 Contractor for a minimum of 36 months following the Completion Date or earlier
51 termination of this Contract, and the Contractor shall annually provide the

1 Contracting Agency with proof of renewal. If renewal of the claims made form
2 of coverage becomes unavailable, or economically prohibitive, the Contractor
3 shall purchase an extended reporting period (“tail”) or execute another form of
4 guarantee acceptable to the Contracting Agency to assure financial
5 responsibility for liability for services performed.
6

7 D. The Contractor’s Automobile Liability, Commercial General Liability and
8 Excess or Umbrella Liability insurance policies shall be primary and non-
9 contributory insurance as respects the Contracting Agency’s insurance, self-
10 insurance, or self-insured pool coverage. Any insurance, self-insurance, or
11 self-insured pool coverage maintained by the Contracting Agency shall be
12 excess of the Contractor’s insurance and shall not contribute with it.
13

14 E. The Contractor shall provide the Contracting Agency and all additional
15 insureds with written notice of any policy cancellation, within two business days
16 of their receipt of such notice.
17

18 F. The Contractor shall not begin work under the Contract until the required
19 insurance has been obtained and approved by the Contracting Agency
20

21 G. Failure on the part of the Contractor to maintain the insurance as required shall
22 constitute a material breach of contract, upon which the Contracting Agency
23 may, after giving five business days’ notice to the Contractor to correct the
24 breach, immediately terminate the Contract or, at its discretion, procure or
25 renew such insurance and pay any and all premiums in connection therewith,
26 with any sums so expended to be repaid to the Contracting Agency on demand,
27 or at the sole discretion of the Contracting Agency, offset against funds due
28 the Contractor from the Contracting Agency.
29

30 H. All costs for insurance shall be incidental to and included in the unit or lump
31 sum prices of the Contract and no additional payment will be made.
32

33 **1-07.18(2) Additional Insured**
34

35 All insurance policies, with the exception of Workers Compensation, and of
36 Professional Liability and Builder’s Risk (if required by this Contract) shall name the
37 following listed entities as additional insured(s) using the forms or endorsements
38 required herein:
39

- 40 ■ the City of Newcastle and its officers, elected officials, employees, agents, and
41 volunteers
42

43 The above-listed entities shall be additional insured(s) for the full available limits of
44 liability maintained by the Contractor, irrespective of whether such limits maintained
45 by the Contractor are greater than those required by this Contract, and irrespective of
46 whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4)
47 describes limits lower than those maintained by the Contractor.
48

49 For Commercial General Liability insurance coverage, the required additional insured
50 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
51 operations and CG 20 37 10 01 for completed operations.

1
2 **1-07.18(3) Subcontractors**
3

4 The Contractor shall cause each Subcontractor of every tier to provide insurance
5 coverage that complies with all applicable requirements of the Contractor-provided
6 insurance as set forth herein, except the Contractor shall have sole responsibility for
7 determining the limits of coverage required to be obtained by Subcontractors.
8

9 The Contractor shall ensure that all Subcontractors of every tier add all entities listed
10 in 1-07.18(2) as additional insureds, and provide proof of such on the policies as
11 required by that section as detailed in 1-07.18(2) using an endorsement as least as
12 broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for
13 completed operations.
14

15 Upon request by the Contracting Agency, the Contractor shall forward to the
16 Contracting Agency evidence of insurance and copies of the additional insured
17 endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification
18 of Coverage.
19

20 **1-07.18(4) Verification of Coverage**
21

22 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance
23 and endorsements for each policy of insurance meeting the requirements set forth
24 herein when the Contractor delivers the signed Contract for the work. Failure of
25 Contracting Agency to demand such verification of coverage with these insurance
26 requirements or failure of Contracting Agency to identify a deficiency from the
27 insurance documentation provided shall not be construed as a waiver of Contractor's
28 obligation to maintain such insurance.
29

30 Verification of coverage shall include:

- 31 1. An ACORD certificate or a form determined by the Contracting Agency to be
32 equivalent.
- 33 2. Copies of all endorsements naming Contracting Agency and all other entities
34 listed in 1-07.18(2) as additional insured(s), showing the policy number. The
35 Contractor may submit a copy of any blanket additional insured clause from its
36 policies instead of a separate endorsement.
- 37 3. Any other amendatory endorsements to show the coverage required herein.
- 38 4. A notation of coverage enhancements on the Certificate of Insurance shall not
39 satisfy these requirements – actual endorsements must be submitted.
40

41 Upon request by the Contracting Agency, the Contractor shall forward to the
42 Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk
43 insurance is required on this Project, a full and certified copy of that policy is required
44 when the Contractor delivers the signed Contract for the work.
45

46 **1-07.18(5) Coverages and Limits**
47

48 The insurance shall provide the minimum coverages and limits set forth below.
49 Contractor's maintenance of insurance, its scope of coverage, and limits as required
50 herein shall not be construed to limit the liability of the Contractor to the coverage

1 provided by such insurance, or otherwise limit the Contracting Agency's recourse to
2 any remedy available at law or in equity.

3
4 All deductibles and self-insured retentions must be disclosed and are subject to
5 approval by the Contracting Agency. The cost of any claim payments falling within the
6 deductible or self-insured retention shall be the responsibility of the Contractor. In the
7 event an additional insured incurs a liability subject to any policy's deductibles or self-
8 insured retention, said deductibles or self-insured retention shall be the responsibility
9 of the Contractor.

10
11 **1-07.18(5)A Commercial General Liability**

12
13 Commercial General Liability insurance shall be written on coverage forms at least as
14 broad as ISO occurrence form CG 00 01, including but not limited to liability arising
15 from premises, operations, stop gap liability, independent contractors, products-
16 completed operations, personal and advertising injury, and liability assumed under an
17 insured contract. There shall be no exclusion for liability arising from explosion,
18 collapse or underground property damage.

19
20 The Commercial General Liability insurance shall be endorsed to provide a per project
21 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

22
23 Contractor shall maintain Commercial General Liability Insurance arising out of the
24 Contractor's completed operations for at least three years following Substantial
25 Completion of the Work.

26
27 Such policy must provide the following minimum limits:

28	\$1,000,000	Each Occurrence
29	\$2,000,000	General Aggregate
30	\$2,000,000	Products & Completed Operations Aggregate
31	\$1,000,000	Personal & Advertising Injury each offence
32	\$1,000,000	Stop Gap / Employers' Liability each accident

33
34 **1-07.18(5)B Automobile Liability**

35
36 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and
37 shall be written on a coverage form at least as broad as ISO form CA 00 01. If the
38 work involves the transport of pollutants, the automobile liability policy shall include
39 MCS 90 and CA 99 48 endorsements.

40
41 Such policy must provide the following minimum limit:

42	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

43
44 **1-07.18(5)C Workers' Compensation**

45
46 The Contractor shall comply with Workers' Compensation coverage as required by the
47 Industrial Insurance laws of the State of Washington.

1 **1.07.23 Public Convenience and Safety**
2 *(February 1, 2017 CON GSP)*

Supplement

3
4 Supplement this section with the following:

5
6 The Contractor shall notify all property owners and tenants of street and alley
7 closures, or other restrictions which may interfere with their access. Notification shall
8 be at least 48 hours in advance of such restrictions. When an existing access is to
9 be eliminated and replaced under the Contract by other access, the existing access
10 shall not be closed until the replacement access is available.

11
12 All unattended excavations shall be properly covered, barricaded, or fenced. Any
13 asphalt concrete pavement, crushed surfacing, gravel base, or water, required for
14 maintaining traffic during the project, shall be placed by the Contractor immediately
15 upon request by the Contracting Agency. Steel plates will be allowed if approved by
16 Engineer, and must be secured and supported properly, pinned, shimmed, welded,
17 and cold mix asphalt transitions added to prevent movement and provide smooth
18 transitions.

19
20 The Contractor shall be responsible for controlling dust and mud within the project
21 limits, and for cleaning all surfaced roadways affected by the Work. Contractor shall
22 clean up on a daily basis all refuse, rubbish, scrap material and debris caused by the
23 work, to the end that, at all times, the site of the work shall present a neat, orderly
24 and workmanlike appearance. Flushing shall not be used. The costs for such dust
25 and mud control and cleaning shall be incidental to the Contract, and no separate
26 payment will be made. In the event Contractor fails to conform to these
27 requirements, Owner shall have the right to have the work done by others and the
28 cost shall be deducted from moneys otherwise due to Contractor.

29
30 The Contractor may request the Engineer to shut down a traffic signal with 48 hours
31 advanced notice.

32
33 **1-07.23(1) Construction Under Traffic**
34 *(May 2, 2017 APWA GSP)*

Modification

35
36 Revise the third sentence of the second paragraph to read:

37
38 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if
39 approved by the Contracting Agency activating pedestrian recall timing or other
40 accommodation may be allowed during construction.

41
42 *(February 1, 2017 CON GSP)*

Supplement

43
44 Supplement this section with the following:

45
46 The Contractor shall be responsible for proper notification to and coordination with
47 all school districts, police and fire departments, U.S. mail, and all other persons or
48 agencies which provide public service types of business (refuse, etc.) which will
49 be affected by this project, and written notification shall be given at least one (1)
50 week in advance of construction. It shall be the Contractor's responsibility to keep

1 the school district and fire departments and others fully advised of his construction
2 progress, any required detours, and also the time of completion of the project.

3
4 *(January 5, 2015 WSDOT GSP)* *Supplement*

5
6 Lane closures are subject to the following restrictions.

- 7
- 8 • Arterial streets: 9:00 a.m. to 3:30 p.m.
 - 9 • Residential Streets 7:00 a.m. to 5:00 p.m.

10
11 If the Engineer determines the permitted closure hours adversely affect traffic, the
12 Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in
13 writing of any change in the closure hours.

14
15 Lane closures are not allowed on any of the following:

- 16
- 17 1. A holiday,
 - 18
 - 19 2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or
20 Monday are considered a holiday weekend. A holiday weekend includes
21 Saturday, Sunday, and the holiday, and
 - 22
 - 23 3. After 3:00 p.m. on the day prior to a holiday or holiday weekend

24
25 **1-07.24 Rights of Way** *Replacement*
26 *(July 23, 2015 APWA GSP)*

27
28 Delete this section and replace it with the following:

29
30 Street Right of Way lines, limits of easements, and limits of construction permits are
31 indicated in the Plans. The Contractor's construction activities shall be confined within
32 these limits, unless arrangements for use of private property are made.

33
34 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of
35 way and easements, both permanent and temporary, necessary for carrying out the
36 work. Exceptions to this are noted in the Bid Documents or will be brought to the
37 Contractor's attention by a duly issued Addendum.

38
39 Whenever any of the work is accomplished on or through property other than public
40 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any
41 easement agreement obtained by the Contracting Agency from the owner of the
42 private property. Copies of the easement agreements may be included in the Contract
43 Provisions or made available to the Contractor as soon as practical after they have
44 been obtained by the Engineer.

45
46 Whenever easements or rights of entry have not been acquired prior to advertising,
47 these areas are so noted in the Plans. The Contractor shall not proceed with any
48 portion of the work in areas where right of way, easements or rights of entry have not
49 been acquired until the Engineer certifies to the Contractor that the right of way or
50 easement is available or that the right of entry has been received. If the Contractor is
51 delayed due to acts of omission on the part of the Contracting Agency in obtaining

1 easements, rights of entry or right of way, the Contractor will be entitled to an extension
2 of time. The Contractor agrees that such delay shall not be a breach of contract.

3
4 Each property owner shall be given 48 hours notice prior to entry by the Contractor.
5 This includes entry onto easements and private property where private improvements
6 must be adjusted.

7
8 The Contractor shall be responsible for providing, without expense or liability to the
9 Contracting Agency, any additional land and access thereto that the Contractor may
10 desire for temporary construction facilities, storage of materials, or other Contractor
11 needs. However, before using any private property, whether adjoining the work or not,
12 the Contractor shall file with the Engineer a written permission of the private property
13 owner, and, upon vacating the premises, a written release from the property owner of
14 each property disturbed or otherwise interfered with by reasons of construction
15 pursued under this contract. The statement shall be signed by the private property
16 owner, or proper authority acting for the owner of the private property affected, stating
17 that permission has been granted to use the property and all necessary permits have
18 been obtained or, in the case of a release, that the restoration of the property has been
19 satisfactorily accomplished. The statement shall include the parcel number, address,
20 and date of signature. Written releases must be filed with the Engineer before the
21 Completion Date will be established.

22 23 24 **SECTION 1-08, PROSECUTION AND PROGRESS**

25
26 Add the following new section:
27

28 **1-08.0 Preliminary Matters**

29 *(May 25, 2006 APWA GSP)*

New

30 31 **1-08.0(1) Preconstruction Conference**

32 *(October 10, 2008 APWA GSP)*

New

33
34 Prior to the Contractor beginning the work, a preconstruction conference will be
35 held between the Contractor, the Engineer and such other interested parties as
36 may be invited. The purpose of the preconstruction conference will be:

- 37
38 1. To review the initial progress schedule;
39 2. To establish a working understanding among the various parties
40 associated or affected by the work;
41 3. To establish and review procedures for progress payment, notifications,
42 approvals, submittals, etc.;
43 4. To establish normal working hours for the work;
44 5. To review safety standards and traffic control; and
45 6. To discuss such other related items as may be pertinent to the work.

46
47 The Contractor shall prepare and submit at the preconstruction conference the
48 following:

- 49
50 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.

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

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).

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 48 hours 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)

Deletion

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify..."

1 **1-08.3(2) A Type A Progress Schedule**

2 (March 13, 2012 APWA GSP)

Modification

3
4 Revise this section to read:

5
6 The Contractor shall submit 2 copies of a Type A Progress Schedule no later than
7 at the preconstruction conference, or some other mutually agreed upon submittal
8 time. The schedule may be a critical path method (CPM) schedule, bar chart, or
9 other standard schedule format. Regardless of which format used, the schedule
10 shall identify the critical path. The Engineer will evaluate the Type A Progress
11 Schedule and approve or return the schedule for corrections within 15 calendar
12 days of receiving the submittal.

13
14 **1-08.3(3) Schedule Updates**

15 (February 1, 2017 CON GSP)

Supplement

16
17 Supplement this section with the following:

18
19 If the critical path is impacted, the Contractor shall update the complete project
20 schedule once per month and shall submit the updated schedule no later than the
21 progress payment period cut-off date.

22
23 **1-08.4 Prosecution of Work**

24
25 Delete this section and replace it with the following:

26
27 **1-08.4 Notice to Proceed and Prosecution of Work**

28 (July 23, 2015 APWA GSP)

Modification

29
30 Notice to Proceed will be given after the contract has been executed and the contract
31 bond and evidence of insurance have been approved and filed by the Contracting
32 Agency. The Contractor shall not commence with the work until the Notice to Proceed
33 has been given by the Engineer. The Contractor shall commence construction
34 activities on the project site within ten days of the Notice to Proceed Date, unless
35 otherwise approved in writing. The Contractor shall diligently pursue the work to the
36 physical completion date within the time specified in the contract. Voluntary shutdown
37 or slowing of operations by the Contractor shall not relieve the Contractor of the
38 responsibility to complete the work within the time(s) specified in the contract.

39
40 When shown in the Plans, the first order of work shall be the installation of high visibility
41 fencing to delineate all areas for protection or restoration, as described in the Contract.
42 Installation of high visibility fencing adjacent to the roadway shall occur after the
43 placement of all necessary signs and traffic control devices in accordance with 1-
44 10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to
45 inspect the fence. No other work shall be performed on the site until the Contracting
46 Agency has accepted the installation of high visibility fencing, as described in the
47 Contract.

48
49 **1-08.5 Time for Completion**

50 (August 14, 2013 APWA GSP, Option A)

Modification

1 Revise the third and fourth paragraphs to read:
2

3 Contract time shall begin on the first working day following the Notice to Proceed Date.
4

5 Each working day shall be charged to the contract as it occurs, until the contract work
6 is physically complete. If substantial completion has been granted and all the
7 authorized working days have been used, charging of working days will cease. Each
8 week the Engineer will provide the Contractor a statement that shows the number of
9 working days: (1) charged to the contract the week before; (2) specified for the physical
10 completion of the contract; and (3) remaining for the physical completion of the
11 contract. The statement will also show the nonworking days and any partial or whole
12 day the Engineer declares as unworkable. Within 10 calendar days after the date of
13 each statement, the Contractor shall file a written protest of any alleged discrepancies
14 in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable
15 the Engineer to ascertain the basis and amount of time disputed. By not filing such
16 detailed protest in that period, the Contractor shall be deemed as having accepted the
17 statement as correct. If the Contractor is approved to work 10 hours a day and 4 days
18 a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked
19 would ordinarily be charged as a working day then the fifth day of that week will be
20 charged as a working day whether or not the Contractor works on that day.
21

22 Revise the sixth paragraph to read:
23

24 The Engineer will give the Contractor written notice of the completion date of the
25 contract after all the Contractor's obligations under the contract have been performed
26 by the Contractor. The following events must occur before the Completion Date can
27 be established:

- 28 1. The physical work on the project must be complete; and
 - 29 2. The Contractor must furnish all documentation required by the contract and
30 required by law, to allow the Contracting Agency to process final acceptance
31 of the contract. The following documents must be received by the Project
32 Engineer prior to establishing a completion date:
 - 33 a. Certified Payrolls (per Section 1-07.9(5)).
 - 34 b. Material Acceptance Certification Documents
 - 35 c. Quarterly Reports of Amounts Credited as DBE Participation, as required
36 by the Contract Provisions.
 - 37 d. Final Contract Voucher Certification
 - 38 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the
39 Contractor and all Subcontractors
 - 40 f. Property owner releases per Section 1-07.24
- 41
42

43 **1-08.9 Liquidated Damages**

44 *(March 3, 2021 APWA GSP, Option A)*
45

46 Replace Section 1-08.9 with the following:
47

48 Time is of the essence of the Contract. Delays inconvenience the traveling public,
49 obstruct traffic, interfere with and delay commerce, and increase risk to Highway

1 users. Delays also cost tax payers undue sums of money, adding time needed for
2 administration, engineering, inspection, and supervision.

3
4 Accordingly, the Contractor agrees:

- 5
6 1. To pay liquidated damages in the amount of *****\$250 ***** for each working
7 day beyond the number of working days established for Physical
8 Completion, and
9
10 2. To authorize the Engineer to deduct these liquidated damages from any
11 money due or coming due to the Contractor.
12

13 When the Contract Work has progressed to Substantial Completion as defined in the
14 Contract, the Engineer may determine the Contract Work is Substantially Complete.
15 The Engineer will notify the Contractor in writing of the Substantial Completion Date.
16 For overruns in Contract time occurring after the date so established, liquidated
17 damages identified above will not apply. For overruns in Contract time occurring
18 after the Substantial Completion Date, liquidated damages shall be assessed on the
19 basis of direct engineering and related costs assignable to the project until the actual
20 Physical Completion Date of all the Contract Work. The Contractor shall complete
21 the remaining Work as promptly as possible. Upon request by the Project Engineer,
22 the Contractor shall furnish a written schedule for completing the physical Work on
23 the Contract.

24
25 Liquidated damages will not be assessed for any days for which an extension of time
26 is granted. No deduction or payment of liquidated damages will, in any degree,
27 release the Contractor from further obligations and liabilities to complete the entire
28 Contract.
29

30 31 **SECTION 1-09, MEASUREMENT AND PAYMENT**

32 33 **1-09.2(1) General Requirements for Weighing Equipment**

34 *(July 23, 2015 APWA GSP, Option 2)*

Modification

35
36 Revise item 4 of the fifth paragraph to read:

- 37
38 4. Test results and scale weight records for each day's hauling operations are
39 provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027,
40 Scaleman's Daily Report, unless the printed ticket contains the same
41 information that is on the Scaleman's Daily Report Form. The scale operator
42 must provide AM and/or PM tare weights for each truck on the printed ticket.
43

44 **1-09.6 Force Account**

45 *(October 10, 2008 APWA GSP)*

Supplement

46
47 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
48 all items to be paid per force account, only to provide a common proposal for Bidders.
49 All such dollar amounts are to become a part of Contractor's total bid. However, the
50 Contracting Agency does not warrant expressly or by implication that the actual amount

1 of work will correspond with those estimates. Payment will be made on the basis of the
2 amount of work actually authorized by Engineer.

3
4 **1-09.9 Payments**
5 *(March 13, 2012 APWA GSP)*

Modification

6
7 Delete the first four paragraphs and replace them with the following:

8
9 The basis of payment will be the actual quantities of Work performed according to
10 the Contract and as specified for payment.

11
12 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
13 Preconstruction Conference, to enable the Project Engineer to determine the Work
14 performed on a monthly basis. A breakdown is not required for lump sum items that
15 include a basis for incremental payments as part of the respective Specification.
16 Absent a lump sum breakdown, the Project Engineer will make a determination
17 based on information available. The Project Engineer's determination of the cost of
18 work shall be final.

19
20 Progress payments for completed work and material on hand will be based upon
21 progress estimates prepared by the Engineer. A progress estimate cutoff date will
22 be established at the preconstruction conference.

23
24 The initial progress estimate will be made not later than 30 days after the Contractor
25 commences the work, and successive progress estimates will be made every month
26 thereafter until the Completion Date. Progress estimates made during progress of
27 the work are tentative, and made only for the purpose of determining progress
28 payments. The progress estimates are subject to change at any time prior to the
29 calculation of the final payment.

30
31 The value of the progress estimate will be the sum of the following:

- 32
33 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable
34 units of work completed multiplied by the unit price.
35 2. Lump Sum Items in the Bid Form — based on the approved Contractor's
36 lump sum breakdown for that item, or absent such a breakdown, based on
37 the Engineer's determination.
38 3. Materials on Hand — 100 percent of invoiced cost of material delivered to
39 Job site or other storage area approved by the Engineer.
40 4. Change Orders — entitlement for approved extra cost or completed extra
41 work as determined by the Engineer.

42
43 Progress payments will be made in accordance with the progress estimate less:

- 44 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
45 2. The amount of progress payments previously made; and
46 3. Funds withheld by the Contracting Agency for disbursement in accordance
47 with the Contract Documents.

48
49 Progress payments for work performed shall not be evidence of acceptable
50 performance or an admission by the Contracting Agency that any work has been

1 satisfactorily completed. The determination of payments under the contract will be
2 final in accordance with Section 1-05.1.

3
4 *(March 13, 2012 APWA GSP)*

Supplement

5
6 Supplement this section with the following:

7
8 Lump sum item breakdowns are not required when the bid price for the lump sum
9 item is less than \$20,000.

10
11 **1-09.11 Disputes and Claims**

12
13 **1-09.11(3) Time Limitation and Jurisdiction**

14 *(November 30, 2018 APWA GSP)*

Revision

15
16 Revise this section to read:

17
18 For the convenience of the parties to the Contract it is mutually agreed by the parties
19 that any claims or causes of action which the Contractor has against the Contracting
20 Agency arising from the Contract shall be brought within 180 calendar days from the
21 date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency;
22 and it is further agreed that any such claims or causes of action shall be brought only
23 in the Superior Court of the county where the Contracting Agency headquarters is
24 located, provided that where an action is asserted against a county, RCW 36.01.050
25 shall control venue and jurisdiction. The parties understand and agree that the
26 Contractor's failure to bring suit within the time period provided, shall be a complete
27 bar to any such claims or causes of action. It is further mutually agreed by the parties
28 that when any claims or causes of action which the Contractor asserts against the
29 Contracting Agency arising from the Contract are filed with the Contracting Agency
30 or initiated in court, the Contractor shall permit the Contracting Agency to have timely
31 access to any records deemed necessary by the Contracting Agency to assist in
32 evaluating the claims or action.

33
34 **1-09.13(3) Claims \$250,000 or Less**

35 *(October 1, 2005 APWA GSP)*

Replacement

36
37 Delete this section and replace it with the following:

38
39 The Contractor and the Contracting Agency mutually agree that those claims that
40 total \$250,000 or less, submitted in accordance with Section 1-09.11 and not
41 resolved by nonbinding ADR processes, shall be resolved through litigation unless
42 the parties mutually agree in writing to resolve the claim through binding arbitration.

43
44 **1-09.13(3)A Administration of Arbitration**

45 *(November 30, 2018 APWA GSP)*

Modification

46
47 Revise the third paragraph to read:

48
49 The Contracting Agency and the Contractor mutually agree to be bound by the
50 decision of the arbitrator, and judgment upon the award rendered by the arbitrator
51 may be entered in the Superior Court of the county in which the Contracting

1 Agency's headquarters is located, provided that where claims subject to arbitration
2 are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of
3 the Superior Court. The decision of the arbitrator and the specific basis for the
4 decision shall be in writing. The arbitrator shall use the Contract as a basis for
5 decisions.
6
7

8 **SECTION 1-10, TEMPORARY TRAFFIC CONTROL**

9 **1-10.1 General** 10 11 *(February 1, 2017 CON GSP)*

Supplement

12
13 Section 1-10.1 is supplemented with the following:
14

15 The Contractor shall conduct its operations so as to offer the least possible obstruction
16 and inconvenience to the public, and the Contractor shall have under construction no
17 greater length or amount of work than the Contractor can prosecute properly with due
18 regards to the rights of the public. The Contractor shall not open up sections of the
19 work and leave them unfinished, but rather, the work shall be finished as it proceeds,
20 insofar as practicable.
21

22 Construction shall also be conducted so as to cause as little inconvenience as possible
23 to abutting property owners. Convenient and clearly marked access to driveways,
24 houses and buildings along the line of work shall be maintained and temporary
25 approaches to crossing or intersecting streets shall be provided and kept in good and
26 smooth condition. When the abutting owners' access across the Rights-of-Way line is
27 to be replaced under the Contract by other access, the existing access shall not be
28 closed until the replacement access facility is available. Adjacent property owner's
29 driveways must be left open and accessible at all times during the course of the project
30 unless otherwise specified herein or approved by the Contracting Agency.
31

32 **1-10.2 Traffic Control Management**

33 **1-10.2(1) General** 34 35 *(January 3, 2017 WSDOT GSP)*

Supplement

36
37 Section 1-10.2(1) is supplemented with the following:
38

39 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
40 the State of Washington. The Traffic Control Supervisor shall be certified by one of the
41 following:
42

43 The Northwest Laborers-Employers Training Trust
44 27055 Ohio Ave.
45 Kingston, WA 98346
46 (360) 297-3035
47

48 Evergreen Safety Council
49 12545 135th Ave. NE
50 Kirkland, WA 98034-8709
51 1-800-521-0778

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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

1-10.2(2) Traffic Control Plans
(June 1, 2020 CON GSP)

Supplement

Supplement this Section with the following:

If traffic control plans are not included in the Contract Documents, the Contractor shall submit traffic control plans for the Engineer’s review and approval. Submittal of Contractor-prepared Traffic Control Plans (TCP’s) shall occur a minimum of ten (10) working days prior to beginning work. A minimum of 5 working days are required for review.

The traffic control plans shall be site-specific plans for each site included in the project. The plans shall be prepared in accordance with the latest issue of the MUTCD, WSDOT Standard Plans and these Specifications and shall include pedestrian access pathways as needed.

The Contractor shall be solely responsible for submitting the individual, site specific traffic control plans for approval by the Engineer. The costs for preparation of the TCP’s shall be the contractor’s responsibility and shall be included in the lump sum cost for Project Traffic Control. Traffic control plans require a minimum of 5 working days for review.

A TCP shall be submitted for each type of Work listed below. A revised or additional TCP shall be submitted for approval 10 days prior to each time an adjustment to a previously approved TCP becomes necessary.

- 1) TCP (Construction Access) - Any construction activity that requires the Contractor to enter and exit the construction site using a public road. This Plan shall address routes for hauling and delivery of project materials to and from the project site, and designated entrances and exits for personnel or construction vehicles for normal daily use.
- 2) TCP (Temporary Traffic Lane/Shoulder Closures) - Any activity requiring closures or adjustments to lanes, or Shoulders; driveway or pedestrian access; or entire Roadway.
- 3) TCP (Pedestrian Traffic Control) - Any Work that may impede or impact directly or indirectly any existing pedestrian route not related to 2) above.
- 4) TCP (Work near school zones and/or intersections) - Any construction activity that may impeded or impact directly any school zone and/or intersection.

1 If no alternative is proposed within the contract plans, all existing pedestrian routes
2 and access points within the project limits, including sidewalks and crosswalks, shall
3 remain open and clear at all times. The Contractor may propose traffic control plans
4 that comply with the MUTCD, ADA, requirements, and these Specifications.

5
6 Road closures are not included within this project, but the City will consider
7 contractor requested road closures. For requested road closures, road closure plan
8 including detours shall be submitted to the Engineer 10 working days prior to the
9 required agency notification. If approved, 72-hour notification shall be given to the
10 agencies noted on the City's Road Closure Notice prior to closure of any road. For
11 closures on residential streets longer than an 8-hr period or on arterial streets, notice
12 shall be placed in the local newspaper 72 hours prior to the closure and shall list the
13 location, dates, and detour route. Approval for any road closure will be at the City's
14 sole discretion.

15
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END OF DIVISION 1

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**DIVISION 2
EARTHWORK**

SECTION 2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.2 Disposal of Usable Material and Debris

2-01.2(1) Disposal Method No. 1 - Open Burning

(June 1, 2020 CON GSP)

Replacement

REPLACE this Section with the following:

Open burning will not be permitted on this project.

SECTION 2-11, TRIMMING AND CLEANUP

2-11.1 Description

(June 1, 2020 CON GSP)

Supplement

SUPPLEMENT this Section with the following:

Paved street surfaces, existing and new shall be thoroughly swept with a vacuum street sweeper upon completion of work and shall require daily cleaning as necessary to remove construction debris/materials. Contractor shall also be required to inspect daily, haul routes and, if necessary, street sweep to remove debris. Upon completion of the work, all haul routes shall be street swept.

2-11.4 Measurement

(June 1, 2020 CON GSP)

Replacement

REPLACE this Section with the following:

No specific unit of measurement will be made for Trimming and Cleanup.

2-11.5 Payment

(June 1, 2020 CON GSP)

Replacement

REPLACE this Section with the following:

Payment for Trimming and Cleanup work shall be considered included in the other bid items.

END OF DIVISION 2

1 **DIVISION 8**
2 **MISCELLANEOUS CONSTRUCTION**

3
4 **SECTION 8-02, ROADSIDE RESTORATION**

5
6 **8-02.3(3)B Chemical Pesticides**
7 *(May 4, 2020 CON GSP)*

Supplement

8
9 SUPPLEMENT this Section with the following:

10
11 No chemical herbicides will be allowed in planting areas.

12
13 **8-02.3(4)A Topsoil Type A**
14 *(May 4, 2020 CON GSP)*

Supplement

15
16 SUPPLEMENT this Section with the following:

17
18 Imported Topsoil, Type A, shall be a mixture of 33.3 percent compost by volume,
19 33.3 percent loam by volume and 33.3 percent sandy loam by volume as defined by
20 USDA soil texture triangle, screened through a 3/8-inch screen or approved equal.
21 Compost shall be made from ground yard waste that has first been screened through
22 a 5/8-inch trammel screen. The composting process shall include five 3-day periods
23 during which the compost temperature is 131 to 165 degrees Fahrenheit. The total
24 composting time period shall be a minimum of 4 months. Topsoil shall be weed free.

25
26 **8-02.4 Measurement**
27 *(May 4, 2020 CON GSP)*

Replacement

28
29 REPLACE the first two paragraphs in this Section with the following:

30
31 Topsoil will be measured by the cubic yard to the nearest 0.5 cubic yard in the haul
32 conveyance or container at the point of delivery. The Inspector shall be given a copy
33 of the trip ticket or other such evidence, which lists the quantity delivered and placed
34 on site. The Contractor shall coordinate same.

35
36 Bark or Wood Chip Mulch will be measured by the cubic yard in the haul conveyance
37 or container at the point of delivery. The Inspector shall be given a copy of the trip
38 ticket or other such evidence, which lists the quantity delivered and placed on site.
39 The Contractor shall coordinate same.

40
41
42 **END OF DIVISION 8**
43
44
45

PART 6

APPENDIX

APPENDIX A

WASHINGTON STATE PREVAILING WAGE RATES

To find applicable wage rates please follow the following steps:

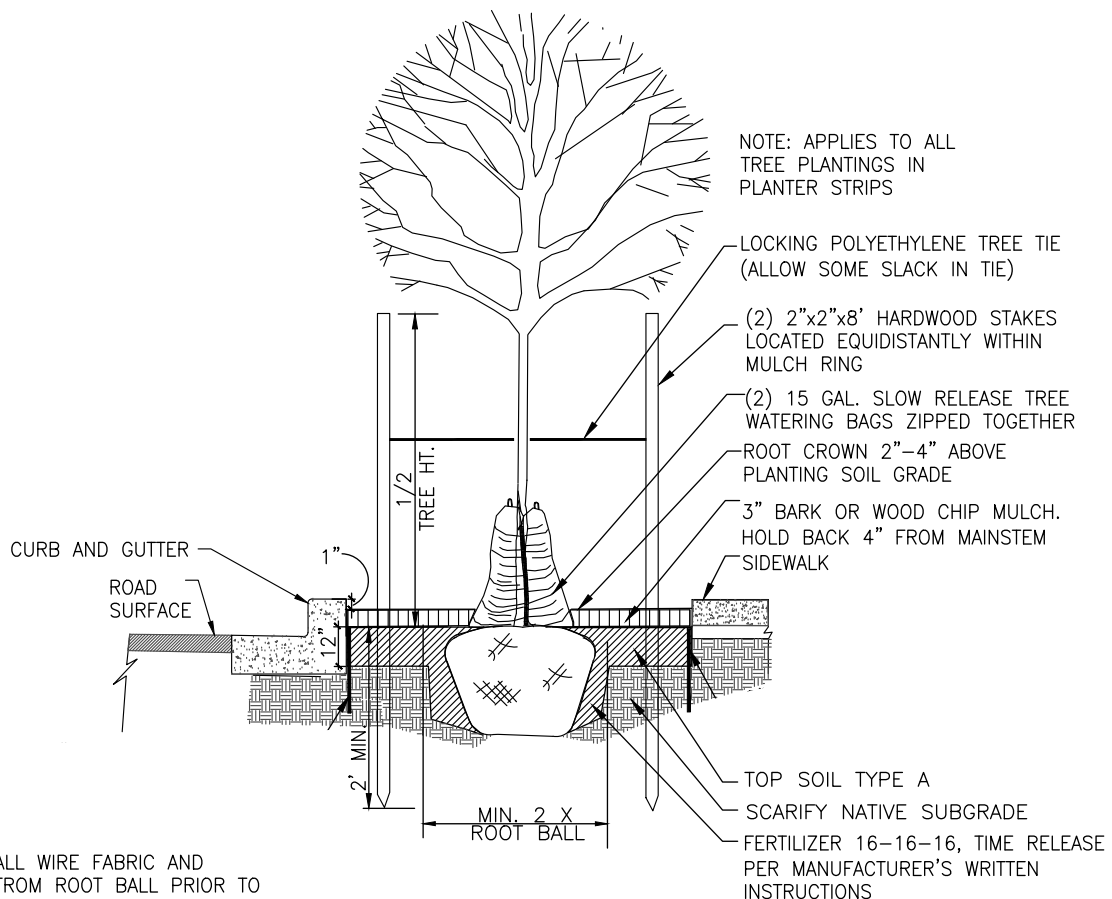
1. Access the L & I website at:
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>
2. Look up applicable wages/benefit codes using the bid submittal deadline for this project
3. This project is located in King County.
4. A copy of the applicable prevailing wage rates for this project are available for review at Newcastle City Hall, 12835 Newcastle Way, Suite 200, Newcastle, WA 98056-1316. Upon request, a hard copy will be mailed to the requesting bidder.

APPENDIX B

STANDARD PLANS AND DETAILS

PLANTING NOTES

1. REFER TO THIS SHEET FOR PLANT INSTALLATION DETAILS.
2. CONTRACTOR IS REQUIRED TO VERIFY EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
3. MULCH SHALL BE INSTALLED TO DEPTH OF 3 INCHES IN ALL NEW PLANTING AREAS. PRIOR TO MULCH PLACEMENT GRADE SHALL BE BROUGHT TO A UNIFORM LINE WITH NO SURFACE IRREGULARITIES. WATERING BERMS AROUND PLANTS SHALL BE HAND COMPACTED AND OF A SMOOTH AND EVEN GRADE PRIOR TO MULCH PLACEMENT. MULCH SHALL BE WATER-COMPACTED UPON PLACEMENT.
4. CONTRACTOR SHALL MAINTAIN AND WARRANT PLANT MATERIAL FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE HAS BEEN GRANTED. OWNER WILL THEN ASSUME ALL RESPONSIBILITIES FOR MAINTAINING PLANTS IN A HEALTHY GROWING CONDITION AFTER THIS PERIOD HAS EXPIRED.
5. LANDSCAPE MATERIALS AND QUANTITIES WILL BE FIELD-ADJUSTED TO FIT ACTUAL CONDITIONS IF NECESSARY. COORDINATE LANDSCAPE CONSTRUCTION AND REVIEWS WITH OWNER'S REPRESENTATIVE.
6. CONTRACTOR SHALL MANUALLY IRRIGATE ALL PLANTING AREAS THROUGH THE PLANT ESTABLISHMENT PERIOD. PLANTS SHALL RECEIVE 1" OF WATER PER WEEK DURING THE GROWING SEASON BETWEEN MARCH 30TH AND SEPTEMBER 15TH.
7. WATERING BAGS ARE NOT NEEDED IN PLANTING BEDS WITH IRRIGATION.
8. TREE PLANTING LOCATIONS REQUIRING THE REMOVAL OF EXISTING STUMPS OR PLANTS ARE NOTED IN PLAN SHEETS. ALSO GRUB ROOTS. GRUBBING OF EXISTING STUMPS AND ROOTS MAY BE REQUIRED AT TREE PLANTING LOCATIONS WITHOUT SUCH NOTATIONS.



NOTE:
 REMOVE ALL WIRE FABRIC AND BURLAP FROM ROOT BALL PRIOR TO BACK FILLING WITH TOPSOIL A. CRACKED ROOTBALLS SHALL NOT BE ACCEPTED.

TREE PLANTING IN PLANTER STRIP

NOT TO SCALE

CALL 48 HOURS
 BEFORE YOU DIG
 1-800-424-5555

APPENDIX C

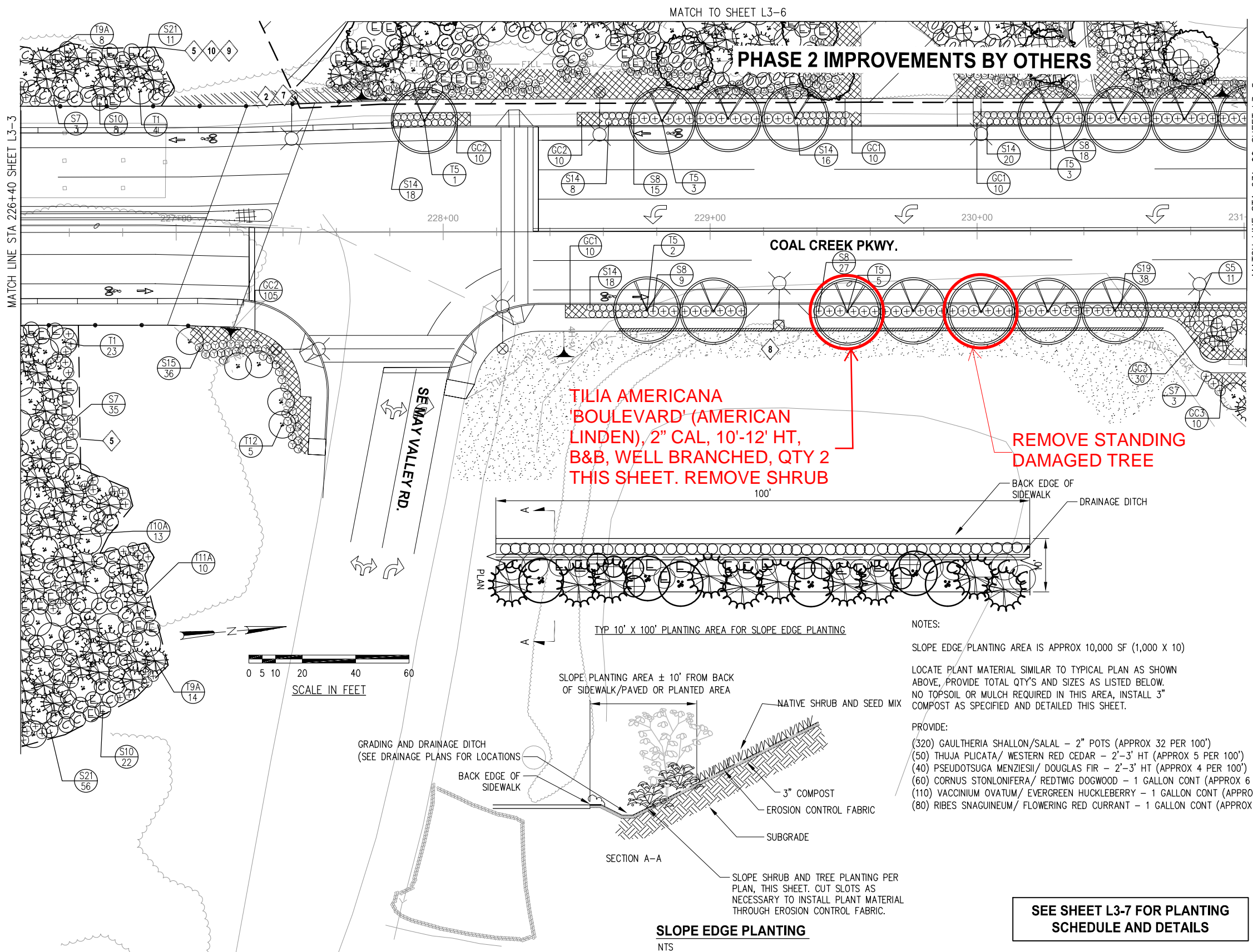
PLANTING LOCATIONS PLANS

GENERAL LANDSCAPE NOTES

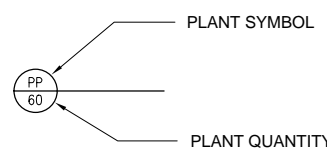
1. ALL PLANT MATERIALS SHALL MEET THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1 OR MOST CURRENT VERSION.
2. PLANT, MAINTAIN AND WARRANTY AS PER SPECIAL PROVISIONS.
3. DO NOT SUBSTITUTE SPECIES WITHOUT THE APPROVAL OF THE ENGINEER.
4. INSTALL 2" MULCH IN ALL PLANTED AND DISTURBED AREAS EXCEPT AREAS TO RECEIVE SEEDING AND OTHERWISE NOTED ON PLANS. INSTALL 6" OF TOPSOIL IN ALL PLANTED AREAS EXCEPT SLOPE EDGE PLANTING. INSTALL 2" OF TOPSOIL IN ALL HYDROSEEDED LAWN AREAS EXCEPT AS NOTED ON THE PLANS.

CONSTRUCTION NOTES

2. HYDROSEEDED NATIVE SHRUB AND SEED AREA, SEE PAVING AND GRADING PLANS FOR ADDITIONAL INFORMATION ON TEMPORARY SEEDING AND SLOPE TREATMENT.
5. BRIDGE CONSTRUCTION REVEGETATION AND MITIGATION AREA. REVEGETATION AREA IS APPROXIMATE, IT INCLUDES AREA FROM CONSTRUCTION DISTURBANCE AND ADDITIONAL PLANTINGS FOR MITIGATION PURPOSES.
7. ALL SLOPE EDGE PLANTING AND HYDROSEEDED NATIVE SHRUB AND SEED AREAS TO RECEIVE 3" COMPOST. INSTALL PRIOR TO EROSION CONTROL FABRIC, SEE PAVING AND GRADING PLANS FOR ADDITIONAL INFORMATION. SEE SHEET L3-4 FOR SLOPE DETAIL.
8. NO TOPSOIL REQUIRED IN THIS HYDROSEEDED LAWN AREA.
9. A TOTAL OF 200 ADDITIONAL EVERGREENS (TYPE AND QUANTITY ARE INCLUDED IN THE PLANT SCHEDULE, SHEET L3-7) ARE TO BE FIELD LOCATED AND PLANTED ALONG THE STREAM BANK SLOPES, TO THE WEST OF THE BRIDGE CONSTRUCTION REVEGETATION AND MITIGATION AREA. THE CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN SCHEDULING THE INSTALLATION OF THE 200 EVERGREENS AND REQUEST THAT THE ENGINEER MAKE ARRANGEMENTS TO HAVE A QUALIFIED FORESTER OR LANDSCAPE ARCHITECT ON SITE TO PROVIDE THE DIRECTION FOR THE INSTALLATION OF THE TREES.
10. THIS AREA CONTAINS NOXIOUS WEEDS (KNOTWEED) AS SPECIFIED BY THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE, AND SHALL BE REMOVED AND CONTROLLED PRIOR TO PLANTING IN ACCORDANCE WITH THE WEED CONTROL PLAN. SEE WSDOT SPECIFICATIONS SECTION 8-02.3(2) WEED CONTROL PLAN.



SEE SHEET L3-7 FOR PLANTING SCHEDULE AND DETAILS



**CALL BEFORE YOU DIG
1-800-424-5555**

DSGN	EB/LGS				
DR	EB/LGS				
CHK	LGS				
APVD	LGS				
NO.	DATE	REVISION	BY	APVD	

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1'
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

KPG
Architecture
Landscape Architecture
Civil Engineering
Urban Design

CH2MHILL

CITY OF NEWCASTLE
King County, Washington
Coal Creek Parkway
Corridor Improvements Project

COAL CREEK PARKWAY
LANDSCAPE PLAN

SHEET	L3-4
DATE	MARCH 2007
PROJ	181024

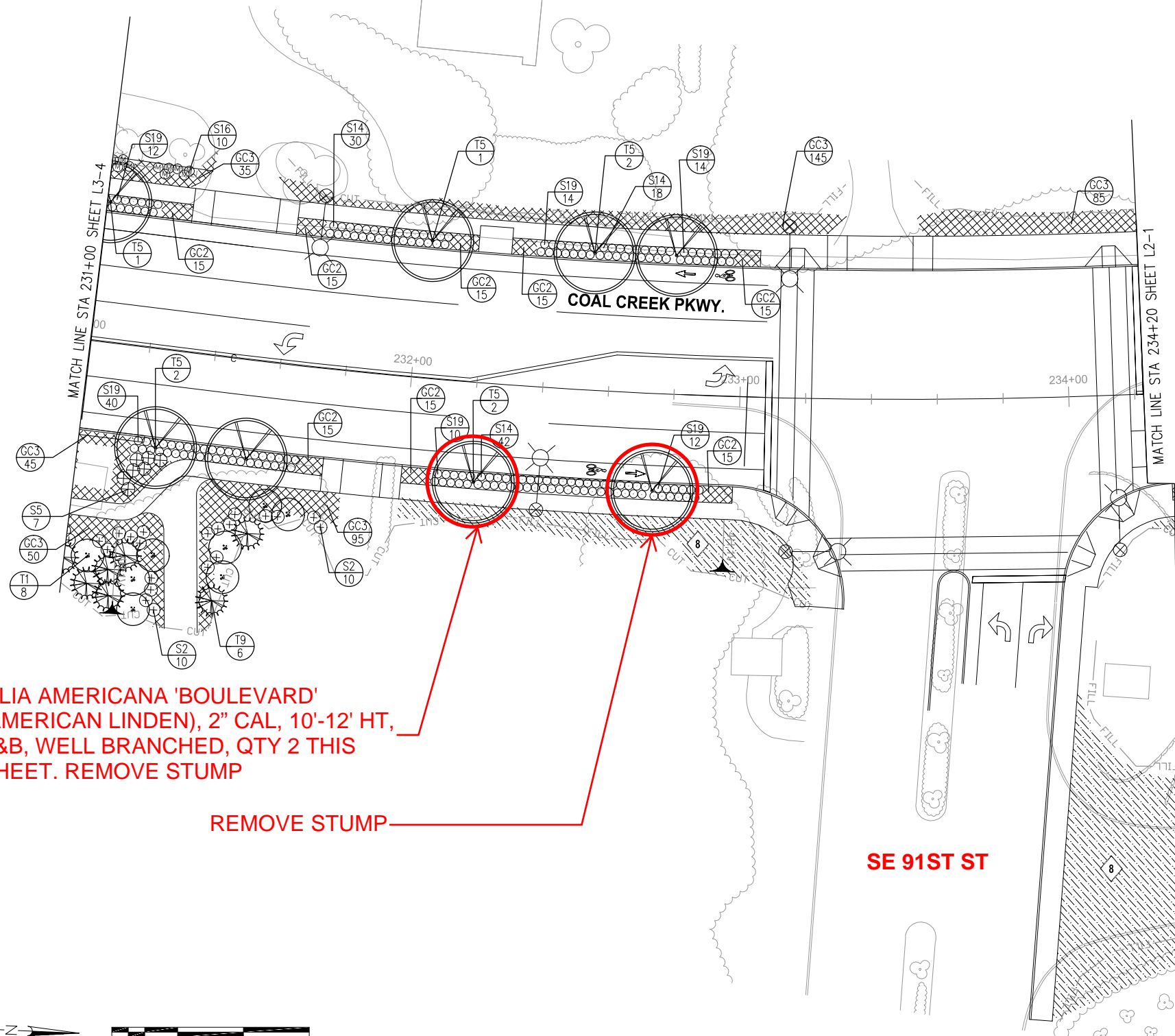
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CONSTRUCTION NOTES

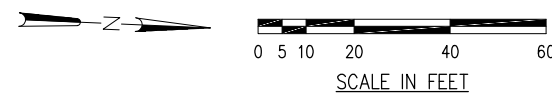
- 8 RESIDENTIAL RESTORATION PLANTING.



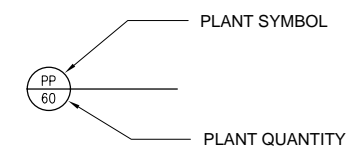
TILIA AMERICANA 'BOULEVARD'
 (AMERICAN LINDEN), 2" CAL, 10'-12' HT,
 B&B, WELL BRANCHED, QTY 2 THIS
 SHEET. REMOVE STUMP

REMOVE STUMP

SE 91ST ST



**SEE SHEET L3-7 FOR PLANTING
 SCHEDULE AND DETAILS**



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CITY OF NEWCASTLE
 King County, Washington
 Coal Creek Parkway
 Corridor Improvements Project

COAL CREEK PARKWAY	SHEET
LANDSCAPE PLAN	DWG L3-5
	DATE MARCH 2007
	PROJ 181024

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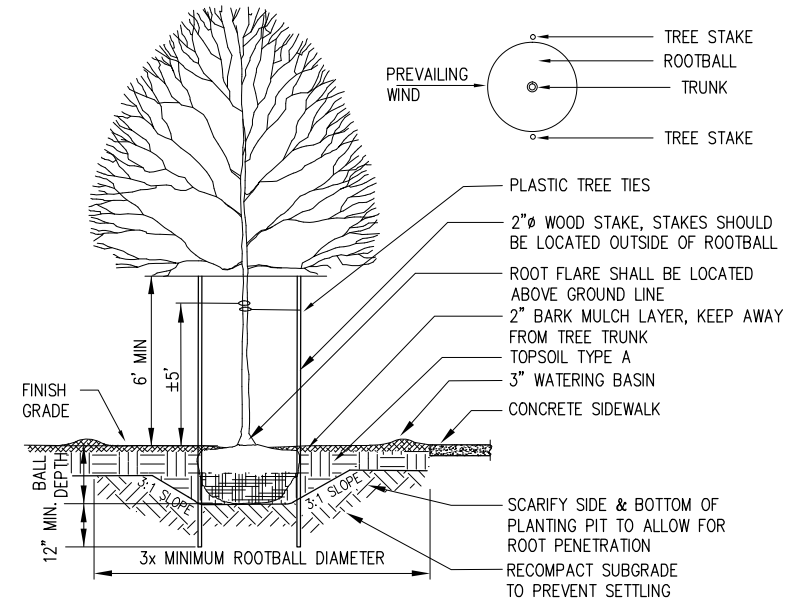
PLANT SCHEDULE

TREES	SYMBOL	BOTANICAL NAME/ COMMON NAME	QTY	SIZE	REMARKS
*	T1	ACER CIRCINATUM/ VINE MAPLE	76	7'-8' HT	B&B 3-5 CANES MIN. 1/2" CAL EA.
*	T12	HAMAMELIS INTERMEDIA 'JELENA'/ WITCH HAZEL	32	7'-8' HT	B&B 3-5 CANES MIN. 1/2" CAL EA.
○	T2	ACER RUBRUM 'RED SUNSET'/ RED MAPLE	--	2" CAL 10'-12' HT	B&B WELL BRANCHED
○	T3	COTINUS COGGYGRIA/ SMOKE TREE	--	2" CAL 8'-12' HT	B&B WELL BRANCHED
○	T4	FRAXINUS LATIFOLIA/ OREGON ASH	--	2" CAL 10'-12' HT	B&B WELL BRANCHED
○	T5	TILIA AMERICANA 'BOULEVARD'/ AMERICAN LINDEN	22	2" CAL 10'-12' HT	B&B WELL BRANCHED
○	T7	QUERCUS FRAINETTO 'SCHMIDT'/ FOREST GREEN OAK	--	2" CAL 10'-12' HT	B&B WELL BRANCHED
○	T8	ULMUS AMERICANA 'PROSPECTOR'/ PROSPECTOR ELM	--	2" CAL 10'-12' HT	B&B WELL BRANCHED
⊙	T9	PSEUDOTSUGA MENZIESII/ DOUGLAS FIR	51	6'-7' HT	B&B
⊙	T9A	PSEUDOTSUGA MENZIESII/ DOUGLAS FIR ** (SEE NOTE)	85	P-1 18"-24" HT	BARE ROOT
⊙	T10	THUJA PLICATA/ WESTERN RED CEDAR	14	6'-7' HT	B&B
⊙	T10A	THUJA PLICATA/ WESTERN RED CEDAR ** (SEE NOTE)	74	P-1 18"-24" HT	BARE ROOT
⊙	T11	PICEA SITCHENSIS/ SITKA SPRUCE	--	6'-7' HT	B&B
⊙	T11A	PICEA SITCHENSIS/ SITKA SPRUCE ** (SEE NOTE)	120	P-1 12"-18" HT	BARE ROOT
⊙	T13	PICEA CONTORTA CONTORA/ SHORE PINE	--	6'-7' HT	B&B
⊙	S1	CORNUS STOLONIFERA 'ISANTI'/ COMPACT RED TWIG DOGWOOD	--	15"-18" HT	CONT. FULL & BUSHY
⊙	S21	CORNUS STOLONIFERA/ RED TWIG DOGWOOD	121	18"-24" HT	CONT. FULL & BUSHY
⊕	S2	EUONYMUS ALATA 'COMPACTA'/ COMPACT BURNING BUSH	10	18"-24" HT	CONT. FULL & BUSHY
⊕	S3	RHODODENDRON OCCIDENTALE/ WESTERN AZALEA	--	18"-24" HT	CONT. FULL & BUSHY
⊕	S4	RIBES SANGUINEUM/ RED FLOWERING CURRANT	29	18"-24" HT	CONT. FULL & BUSHY
⊕	S5	ROSA RUGOSA 'MILL ALDERMAN'/ RAMANAS ROSE	70	18"-24" HT	CONT. FULL & BUSHY
⊕	S6	MAHONIA AQUIFOLIUM/ OREGON GRAPE	--	15"-18" HT	CONT. FULL & BUSHY
⊕	S7	SYMPHORICARPOS ALBUS/ COMMON SNOWBERRY	97	15"-18" HT	CONT.
⊕	S8	VIBURNUM CARLESII/ KOREAN SPICE VIBURNUM	75	18"-24" HT	CONT. FULL & BUSHY
⊕	S9	STRANSVAESIA DAVIDIANA UNULATA/ LOW STRANSVAESIA	69	15"-18" HT	CONT. FULL & BUSHY
⊕	S10	VACCINIUM OVATUM/ EVERGREEN HUCKLEBERRY	66	15"-18" HT	CONT. FULL & BUSHY
⊕	S12	BERBERIS THUNBERGII 'MOROMB'/ CHERRY BOMB BARBERRY	--	15"-18" HT	CONT. FULL & BUSHY
⊕	S13	CORNUS STOLONIFERA 'KELSEY'/ DWARF RED TWIG DOGWOOD	--	15"-18" HT	CONT. FULL & BUSHY
⊕	S14	ESCALLONIA 'COMPAKTA'/ NCN	342	15"-18" HT	CONT. FULL & BUSHY
⊕	S15	CORNUS SERICEA 'FLAVIRAMEA'/ GOLDEN TWIG DOGWOOD	36	2 GAL. CONT.	
⊕	S16	MAHONIA REPENS/ CREEPING OREGON GRAPE	10	2 GAL. CONT.	
⊕	S17	POLYSTICHUM MUNITUM/ SWORD FERN	--	1 GAL. CONT.	
⊕	S18	POTENTILLA FRUTICOSA/ POTENTILLA 'GOLDSTAR ABBOTSWOOD'	--	2 GAL. CONT.	
⊕	S19	SPIREA JAPONICA 'NEON FLASH'/ NEON FLASH SPIREA	203	2 GAL. CONT.	
⊕	S20	VIBURNUM OPULUS 'COMPACTUM'/ COMPACT EUROPEAN CRANBERRY BUSH	--	15"-18" HT	CONT. FULL & BUSHY

PLANT SCHEDULE IS FOR REFERENCE. REFER TO BID DOCUMENTS FOR TREE PLANTING DETAIL AND TREE QUANTITIES

SYMBOL		QTY.	SIZE	REMARKS
⊗	VINES & GROUND COVER			
GC1	ARCTOSTAPHYLOS UVA-URSI 'VANCOUVER JADE'/ KINNIKINICK	30	1 GAL. CONT.	
GC2	FRAGARIA CHILOENSIS/ BEACH STRAWBERRY	315	1 GAL. CONT.	24" O.C. TRI. SP. TYP.
GC3	GAULTHERIA SHALLON/ SALAL	1,355	1 GAL. CONT.	30" O.C. TRI. SP. TYP.
V1	PARTHENOCISSUS TRICUSPIDATA 'GREEN SHOWERS'/ GREEN SHOWERS BOSTON IVY	--	1 GAL. CONT. STAKED	20" O.C. TYP.
	ORNAMENTAL GRASSES, VARIETY			
GR1	FESTUCA CINEREA/ BLUE FESCUE	--	1 GAL. CONT.	30" O.C. TRI. SP. TYP.
GR2	MISCANTHUS SINENSIS 'ARABESQUE'/ COMPACT MAIDEN GRASS	12	1 GAL. CONT.	36" O.C. TRI. SP. TYP.
GR3	PENNISETUM ALOPECUROIDES MOUDRY/ FOUNTAIN GRASS	--	1 GAL. CONT.	30" O.C. TRI. SP. TYP.
⊘	NATIVE SHRUBS AND SEED MIX		20,000 SF	
⊘	HYDROSEEDED LAWN		13,500 SF	
⊘	RESIDENTIAL RESTORATION PLANTING		3,100 SF	
⊘	SLOPE EDGE PLANTING. SEE SHEET L3-4 FOR DETAIL AND PLANT QUANTITIES		10,000 SF	

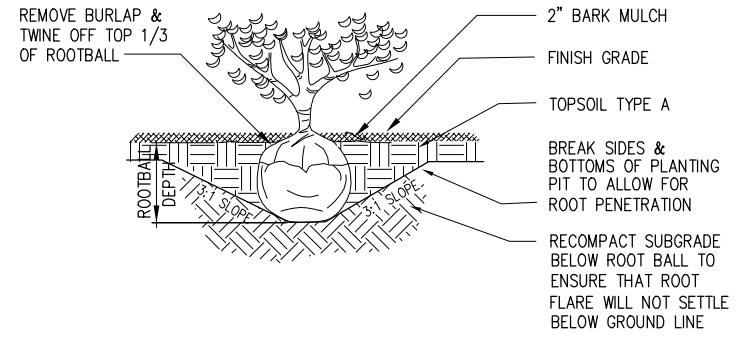
** NOTE: ADDITIONAL QUANTITIES NOT SHOWN ON THE PLANS (TOTAL OF 200 EVERGREENS) TO BE PLANTED PER CONSTRUCTION NOTE 9., SHEET L3-4 & L3-3



NOTES:

- TREE PIT SHALL NOT BE LESS THAN (3) TIMES ROOT BALL DIA.
- CUT ALL TIES AND FOLD BACK BURLAP FROM UPPER 1/3 OF ROOT BALL
- REMOVE ALL PLASTIC AND TWINE
- TREE STAKES PERPENDICULAR TO THE PREVAILING WIND
- PLANT TREES 2" HIGHER THAN DEPTH GROWN IN NURSERY

TYPICAL DECIDUOUS TREE PLANTING DETAIL



TYPICAL SHRUB/GRNDCVR PLANTING DETAIL

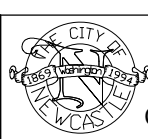


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City of Newcastle
King County, Washington
Coal Creek Parkway
Corridor Improvements Project

COAL CREEK PARKWAY		SHEET
LANDSCAPE SCHEDULE & DETAILS		DWG L3-7
		DATE MARCH 2007
		PROJ 181024

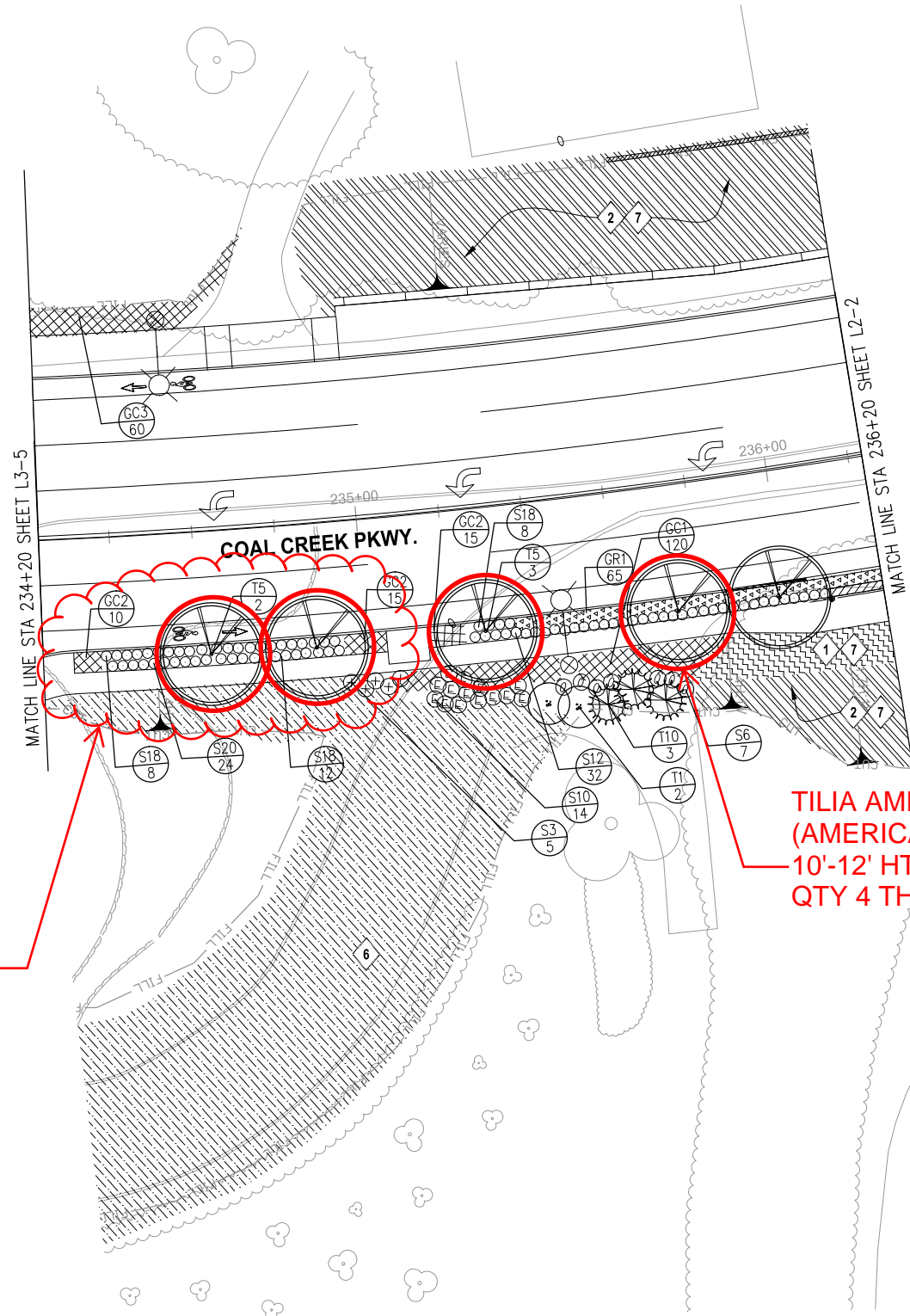
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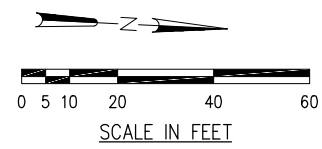
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- 6 RESIDENTIAL RESTORATION PLANTING.
- 7 ALL SLOPE EDGE PLANTING AND HYDROSEEDED NATIVE SHRUB AND SEED AREAS TO RECEIVE 3" COMPOST. INSTALL PRIOR TO EROSION CONTROL FABRIC, SEE PAVING AND GRADING PLANS FOR ADDITIONAL INFORMATION. SEE SHEET L2-8 FOR SLOPE DETAIL.

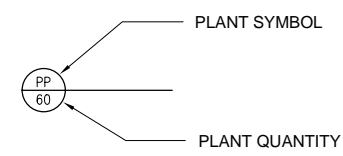


REMOVE 3 SMALL EVERGREEN TREES. REMOVE SHRUBS AS NEEDED TO PLANT TREES

TILIA AMERICANA 'BOULEVARD' (AMERICAN LINDEN), 2" CAL, 10'-12' HT, B&B, WELL BRANCHED, QTY 4 THIS SHEET



SEE SHEET L2-9 FOR PLANTING SCHEDULE AND DETAILS



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City of Newcastle
King County, Washington
Coal Creek Parkway
Corridor Improvements Project

COAL CREEK PARKWAY
LANDSCAPE PLAN

SHEET	L2-1
DWG	L2-1
DATE	MARCH 2007
PROJ	181024

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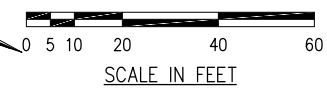
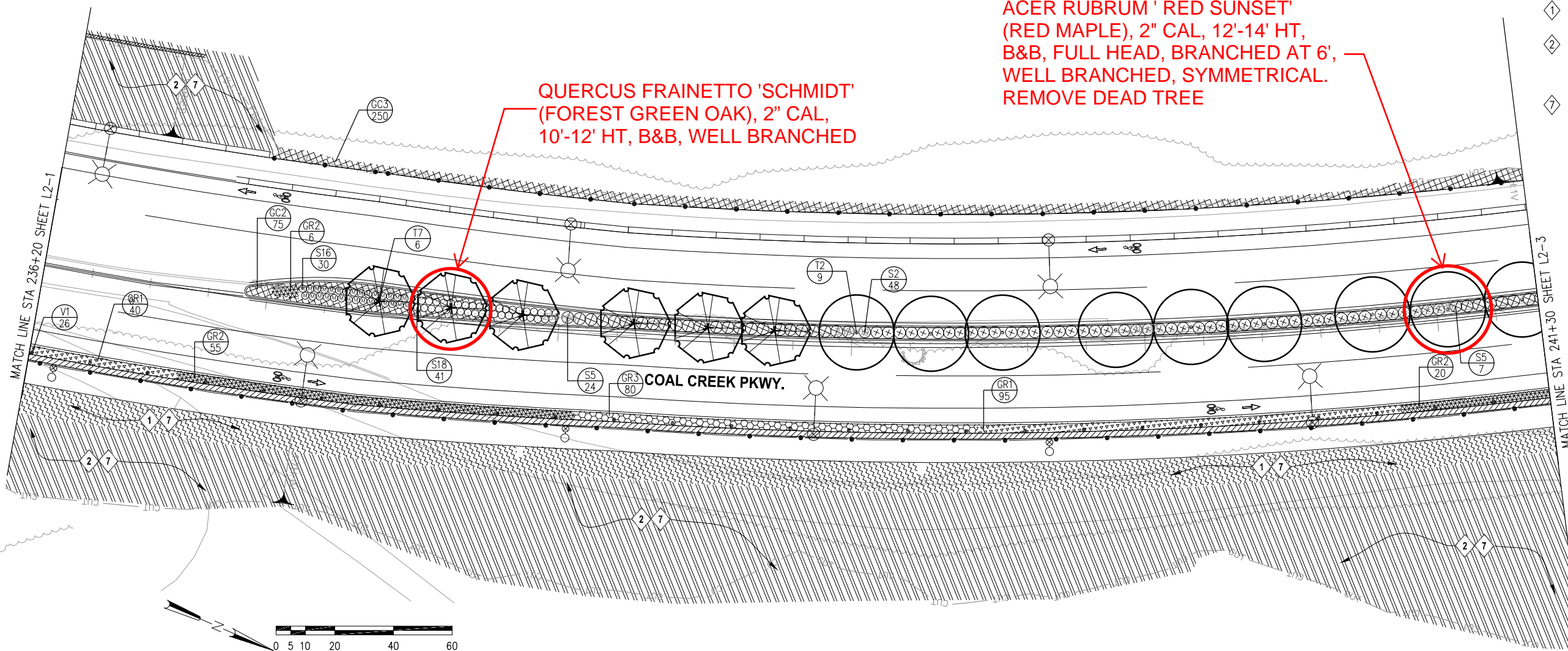
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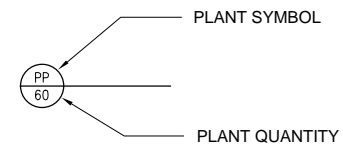
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ACER RUBRUM 'RED SUNSET'
 (RED MAPLE), 2" CAL, 12'-14' HT,
 B&B, FULL HEAD, BRANCHED AT 6',
 WELL BRANCHED, SYMMETRICAL.
 REMOVE DEAD TREE

QUERCUS FRAINETTO 'SCHMIDT'
 (FOREST GREEN OAK), 2" CAL,
 10'-12' HT, B&B, WELL BRANCHED



SEE SHEET L2-9 FOR PLANTING SCHEDULE AND DETAILS



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 Coal Creek Parkway
 Corridor Improvements Project

COAL CREEK PARKWAY
LANDSCAPE PLAN

SHEET	L2-2
DATE	MARCH 2007
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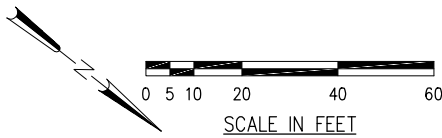
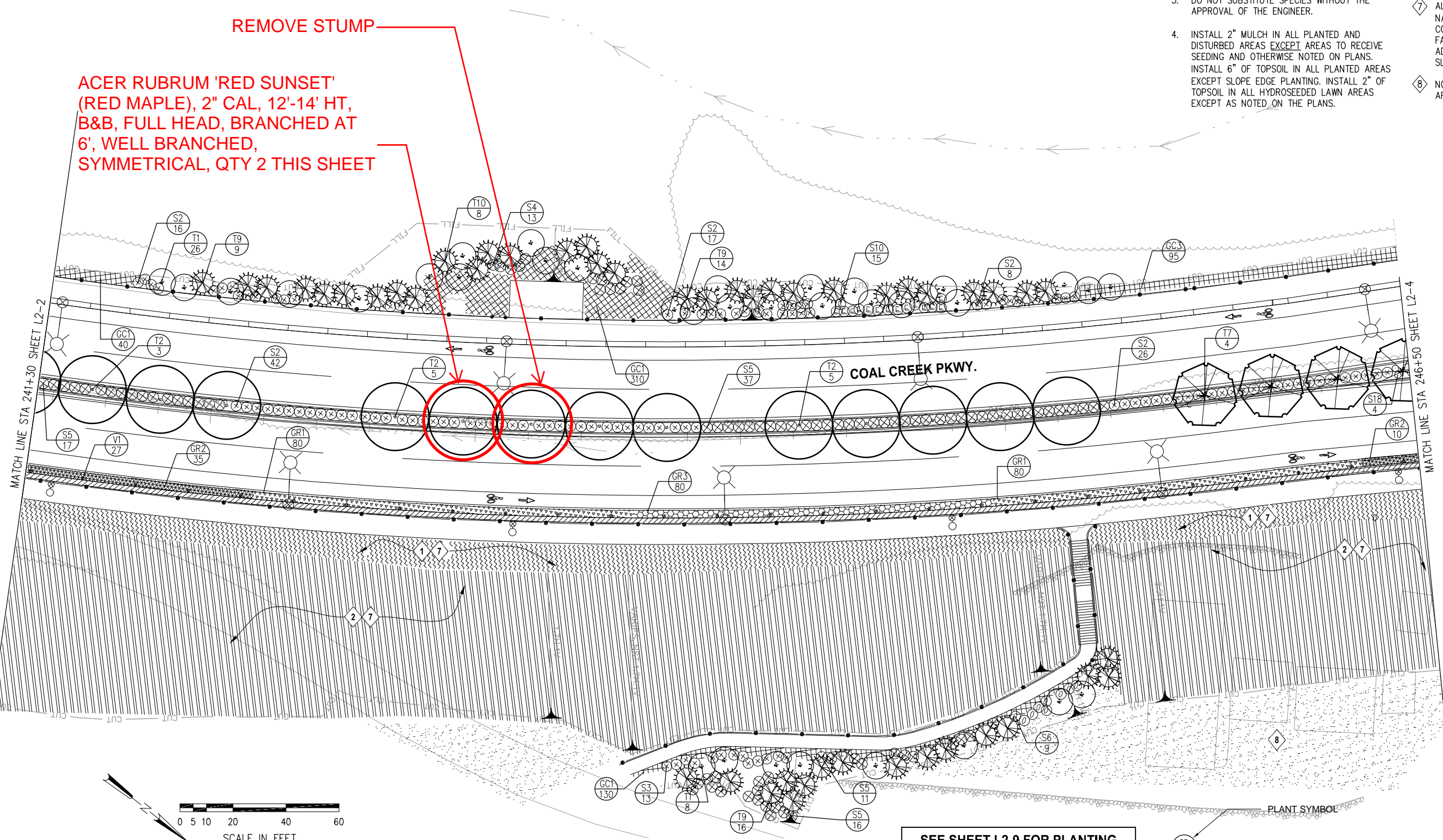
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- 4 NO TOPSOIL REQUIRED IN THIS HYDROSEEDED LAWN AREA.

REMOVE STUMP

ACER RUBRUM 'RED SUNSET' (RED MAPLE), 2" CAL, 12'-14' HT, B&B, FULL HEAD, BRANCHED AT 6', WELL BRANCHED, SYMMETRICAL, QTY 2 THIS SHEET



SEE SHEET L2-9 FOR PLANTING SCHEDULE AND DETAILS

PLANT SYMBOL

PP 60

PLANT QUANTITY



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COAL CREEK PARKWAY
LANDSCAPE PLAN

SHEET	L2-3
DATE	MARCH 2007
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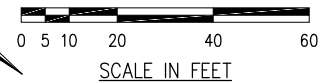
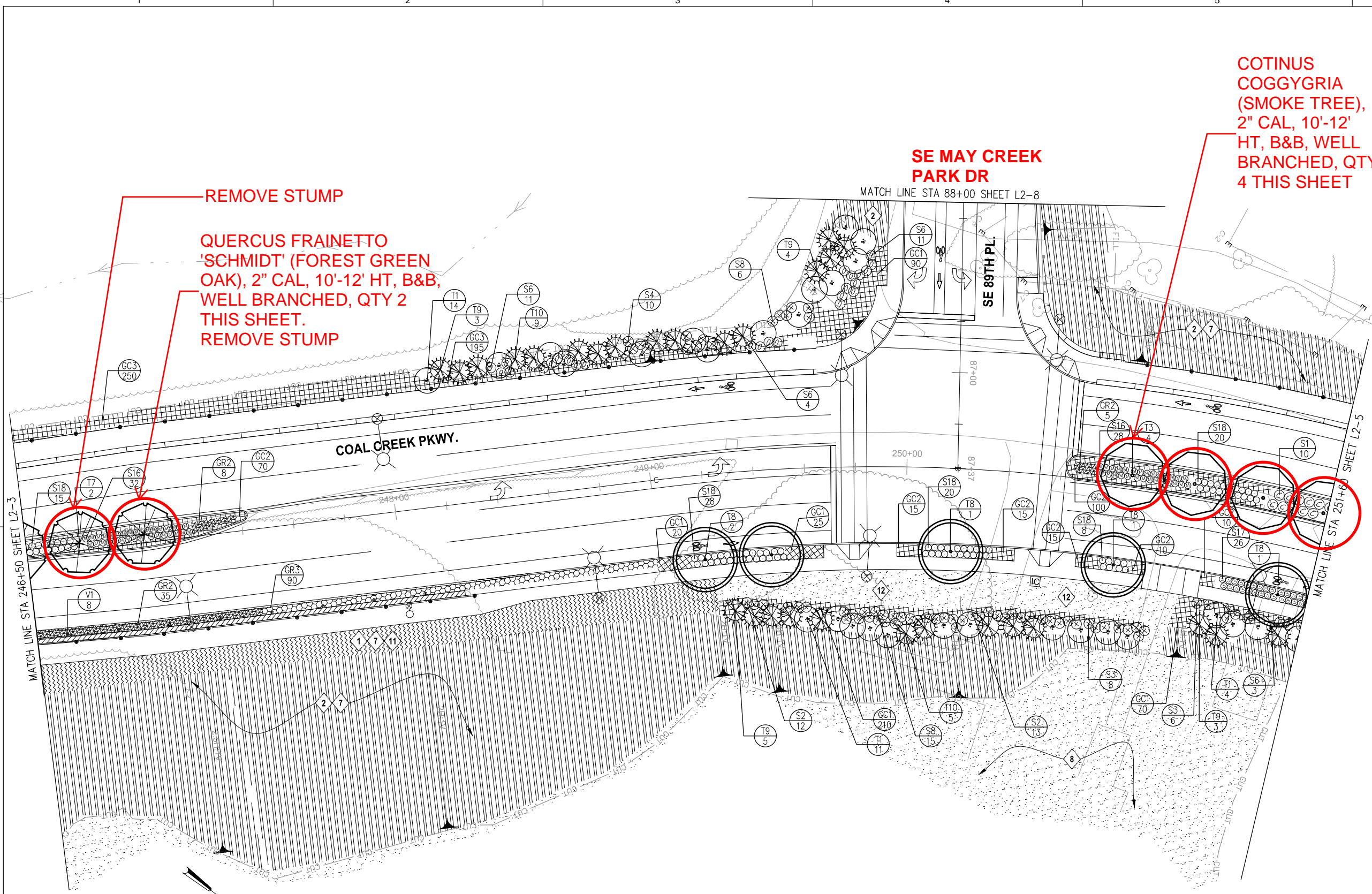
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- 8 NO TOPSOIL REQUIRED IN THIS HYDROSEEDDED LAWN AREA.
- 11 NO EVERGREENS OR DECIDUOUS TREES TO BE PLANTED IN SLOPE EDGE PLANTING BETWEEN STA 247 + 90 AND STA 248 + 80, SHRUBS ONLY. SEE SHEET RW2-3A FOR DRAINAGE DETAIL THIS AREA.
- 12 SHRUBS AND GROUNDCOVER THIS AREA TO BE PLANTED APPROX. 4' BACK FROM CENTER LINE OF DITCH - SEE SHEET DR2-4 FOR DITCH LOCATION. FIELD ADJUST AS NECESSARY.

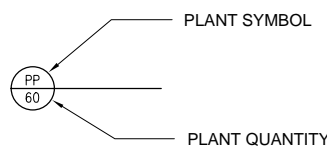
COTINUS COGGYRIA (SMOKE TREE), 2" CAL, 10'-12' HT, B&B, WELL BRANCHED, QTY 4 THIS SHEET

REMOVE STUMP

QUERCUS FRAINETTO 'SCHMIDT' (FOREST GREEN OAK), 2" CAL, 10'-12' HT, B&B, WELL BRANCHED, QTY 2 THIS SHEET. REMOVE STUMP



SEE SHEET L2-9 FOR PLANTING SCHEDULE AND DETAILS



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LANDSCAPE PLAN

SHEET	L2-4
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ULNUS AMERICANA 'PROSPECTOR'
(PROSPECTOR ELM), 2" CAL, 10'-12' HT,
B&B, WELL BRANCHED, QTY 3 THIS SHEET

REMOVE STUMP

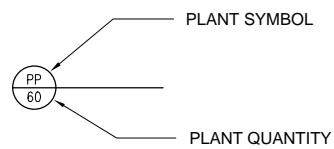
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GENERAL LANDSCAPE NOTES

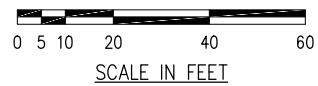
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4. INSTALL 2" MULCH IN ALL PLANTED AND DISTURBED AREAS EXCEPT AREAS TO RECEIVE SEEDING AND OTHERWISE NOTED ON PLANS. INSTALL 6" OF TOPSOIL IN ALL PLANTED AREAS EXCEPT SLOPE EDGE PLANTING. INSTALL 2" OF TOPSOIL IN ALL HYDROSEEDED LAWN AREAS EXCEPT AS NOTED ON THE PLANS.

CONSTRUCTION NOTES

- ② HYDROSEEDED NATIVE SHRUB AND SEED AREA, SEE PAVING AND GRADING PLANS FOR ADDITIONAL INFORMATION ON TEMPORARY SEEDING AND SLOPE TREATMENT.
- ④ SEE STORM WATER POND DRAWINGS FOR POND PLANTINGS
- ⑦ ALL SLOPE EDGE PLANTING AND HYDROSEEDED NATIVE SHRUB AND SEED AREAS TO RECEIVE 3" COMPOST. INSTALL PRIOR TO EROSION CONTROL FABRIC, SEE PAVING AND GRADING PLANS FOR ADDITIONAL INFORMATION. SEE SHEET L2-8 FOR SLOPE DETAIL.
- ⑧ NO TOPSOIL REQUIRED IN THIS HYDROSEEDED LAWN AREA.



SEE SHEET L2-9 FOR PLANTING SCHEDULE AND DETAILS



CALL BEFORE YOU DIG
1-800-424-5555

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CHK	LGS				
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City of Newcastle
King County, Washington
Coal Creek Parkway
Corridor Improvements Project

COAL CREEK PARKWAY
LANDSCAPE PLAN

SHEET	
DWG	L2-5
DATE	MARCH 2007
PROJ	181024

GENERAL LANDSCAPE NOTES

1. ALL PLANT MATERIALS SHALL MEET THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1 OR MOST CURRENT VERSION.
2. PLANT, MAINTAIN AND WARRANTY AS PER SPECIAL PROVISIONS.
3. DO NOT SUBSTITUTE SPECIES WITHOUT THE APPROVAL OF THE ENGINEER.
4. INSTALL 2" MULCH IN ALL PLANTED AND DISTURBED AREAS EXCEPT AREAS TO RECEIVE SEEDING AND OTHERWISE NOTED ON PLANS. INSTALL 6" OF TOPSOIL IN ALL PLANTED AREAS EXCEPT SLOPE EDGE PLANTING. INSTALL 2" OF TOPSOIL IN ALL HYDROSEEDED LAWN AREAS EXCEPT AS NOTED ON THE PLANS.

CONSTRUCTION NOTES

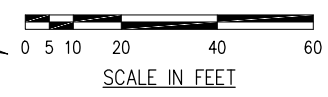
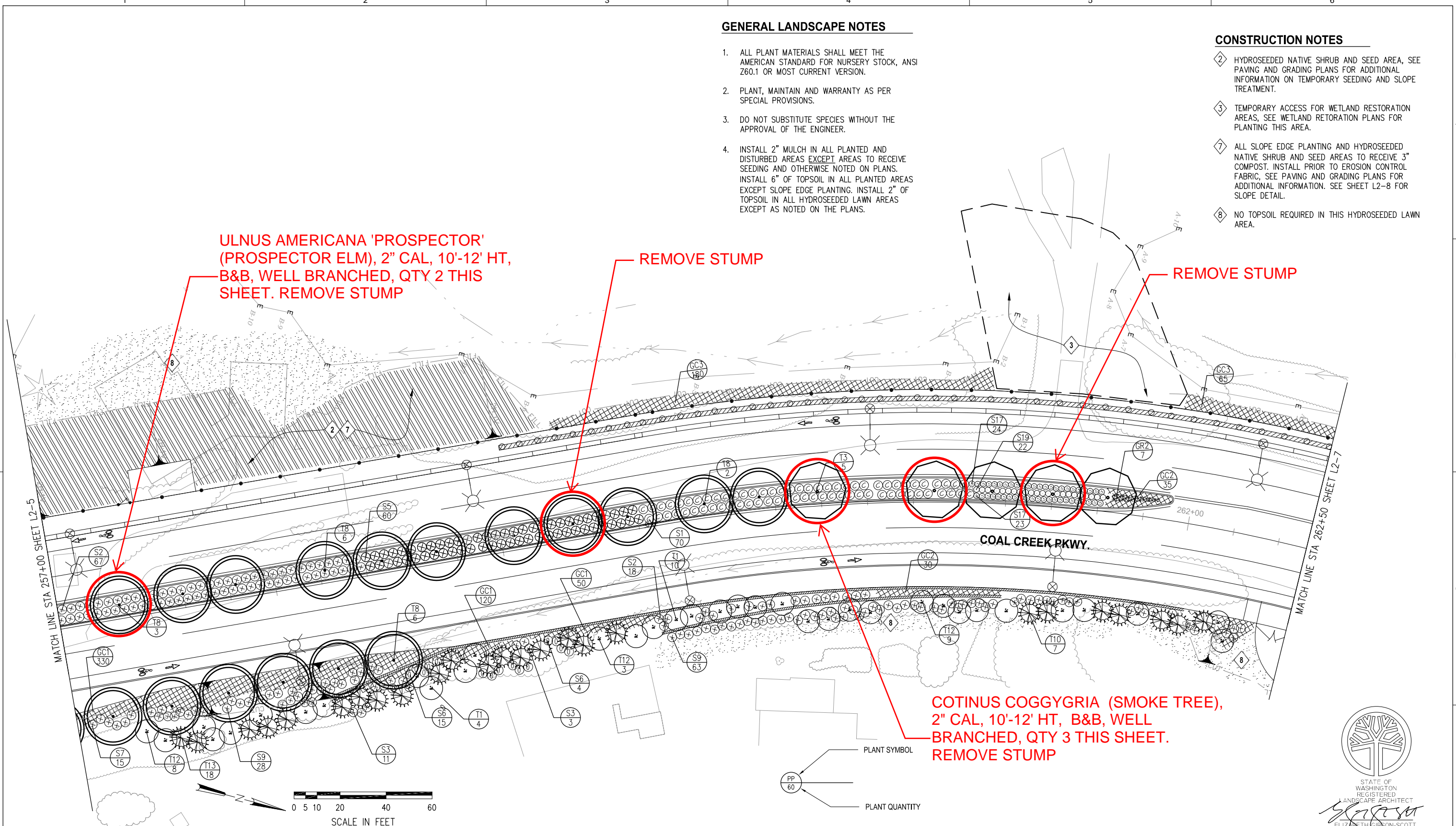
- 2 HYDROSEEDED NATIVE SHRUB AND SEED AREA, SEE PAVING AND GRADING PLANS FOR ADDITIONAL INFORMATION ON TEMPORARY SEEDING AND SLOPE TREATMENT.
- 3 TEMPORARY ACCESS FOR WETLAND RESTORATION AREAS, SEE WETLAND RETORATION PLANS FOR PLANTING THIS AREA.
- 7 ALL SLOPE EDGE PLANTING AND HYDROSEEDED NATIVE SHRUB AND SEED AREAS TO RECEIVE 3" COMPOST. INSTALL PRIOR TO EROSION CONTROL FABRIC, SEE PAVING AND GRADING PLANS FOR ADDITIONAL INFORMATION. SEE SHEET L2-8 FOR SLOPE DETAIL.
- 8 NO TOPSOIL REQUIRED IN THIS HYDROSEEDED LAWN AREA.

ULNUS AMERICANA 'PROSPECTOR'
(PROSPECTOR ELM), 2" CAL, 10'-12' HT,
B&B, WELL BRANCHED, QTY 2 THIS
SHEET. REMOVE STUMP

REMOVE STUMP

REMOVE STUMP

COTINUS COGGYGRIA (SMOKE TREE),
2" CAL, 10'-12' HT, B&B, WELL
BRANCHED, QTY 3 THIS SHEET.
REMOVE STUMP



SEE SHEET L2-9 FOR PLANTING SCHEDULE AND DETAILS



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CITY OF NEWCASTLE
King County, Washington
Coal Creek Parkway
Corridor Improvements Project

COAL CREEK PARKWAY
LANDSCAPE PLAN

SHEET	L2-6
DATE	MARCH 2007
PROJ	181024

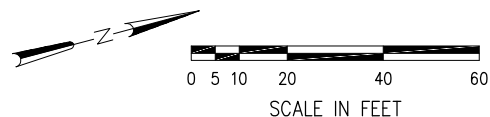
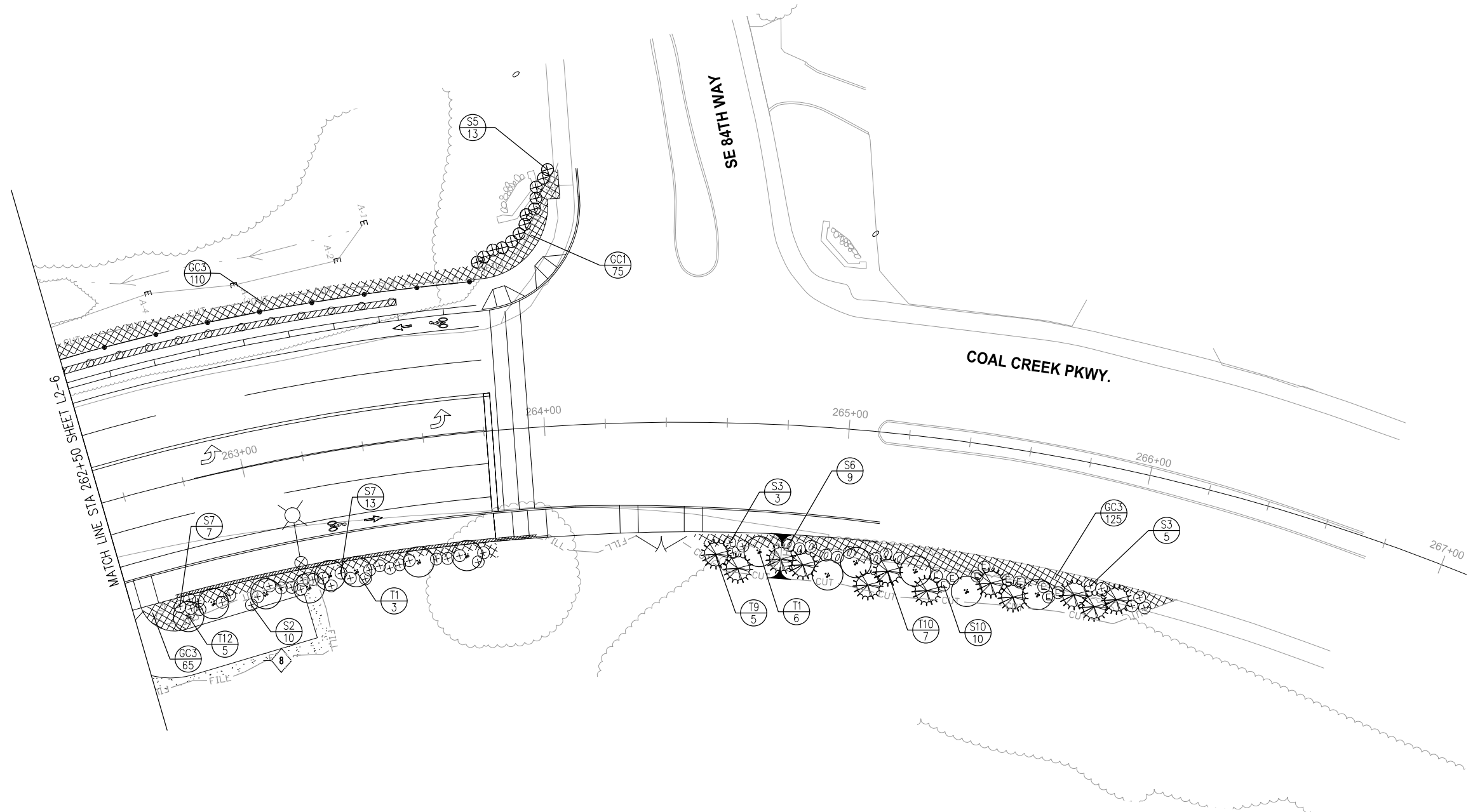
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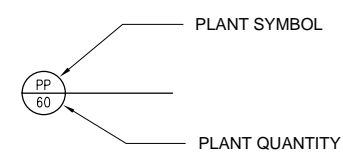
CONSTRUCTION NOTES

- 8 NO TOPSOIL REQUIRED IN THIS HYDROSEEDED LAWN AREA.

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SEE SHEET L2-9 FOR PLANTING SCHEDULE AND DETAILS



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City of Newcastle
King County, Washington
Coal Creek Parkway
Corridor Improvements Project

COAL CREEK PARKWAY
LANDSCAPE PLAN

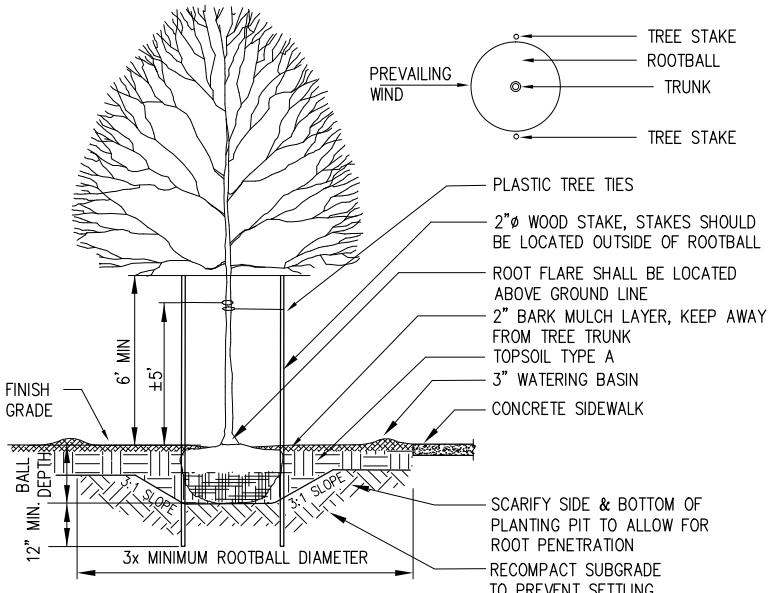
SHEET	L2-7
DATE	MARCH 2007
PROJ	181024

PLANT SCHEDULE

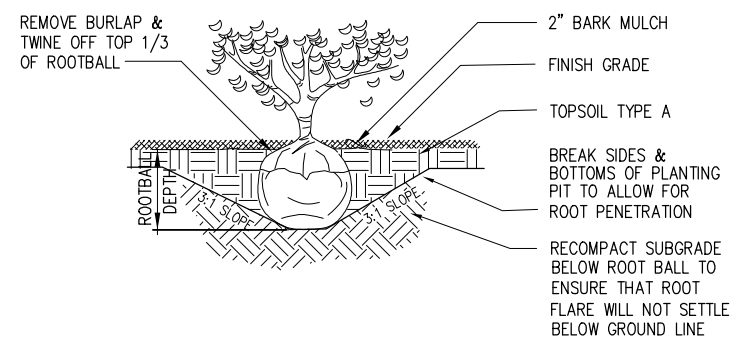
SYMBOL	BOTANICAL NAME/ COMMON NAME	QTY	SIZE	REMARKS
T1	ACER CIRCINATUM/ VINE MAPLE	192	7'-8' HT	B&B 3-5 CANES MIN. 1/2" CAL EA.
T12	HAMAMELIS INTERMEDIA 'JELENA'/ WITCH HAZEL	63	7'-8' HT	B&B 3-5 CANES MIN. 1/2" CAL EA.
T2	ACER RUBRUM 'RED SUNSET'/ RED MAPLE	22	2" CAL 10'-12' HT	B&B WELL BRANCHED
T3	COTINUS COGGYGRIA/ SMOKE TREE	9	2" CAL 8'-12' HT	B&B WELL BRANCHED
T4	FRAXINUS LATIFOLIA/ OREGON ASH	18	2" CAL 10'-12' HT	B&B WELL BRANCHED
T5	TILIA AMERICANA 'BOULEVARD'/ AMERICAN LINDEN	5	2" CAL 10'-12' HT	B&B WELL BRANCHED
T7	QUERCUS FRAINETTO 'SCHMIDT'/ FOREST GREEN OAK	12	2" CAL 10'-12' HT	B&B WELL BRANCHED
T8	ULMUS AMERICANA 'PROSPECTOR'/ PROSPECTOR ELM	54	2" CAL 10'-12' HT	B&B WELL BRANCHED
T9	PSEUDOTSUGA MENZIESII/ DOUGLAS FIR	73	6'-7' HT	B&B
T9A	PSEUDOTSUGA MENZIESII/ DOUGLAS FIR	--	P-1 18"-24" HT	BARE ROOT
T10	THUJA PLICATA/ WESTERN RED CEDAR	119	6'-7' HT	B&B
T10A	THUJA PLICATA/ WESTERN RED CEDAR	--	P-1 18"-24" HT	BARE ROOT
T11	PICEA SITCHENSIS/ SITKA SPRUCE	52	6'-7' HT	B&B
T11A	PICEA SITCHENSIS/ SITKA SPRUCE	--	P-1 12"-18" HT	BARE ROOT
T13	PINUS CONTORTA CONTORA/ SHORE PINE	29	6'-7' HT	B&B
S1	CORNUS STOLONIFERA 'ISANTI'/ COMPACT RED TWIG DOGWOOD	247	15"-18" HT	CONT. FULL & BUSHY
S21	CORNUS STOLONIFERA/ RED TWIG DOGWOOD	150	18"-24" HT	CONT. FULL & BUSHY
S2	EUONYMUS ALATA 'COMPACTA'/ COMPACT BURNING BUSH	374	18"-24" HT	CONT. FULL & BUSHY
S3	RHODODENDRON OCCIDENTALE/ WESTERN AZALEA	52	18"-24" HT	CONT. FULL & BUSHY
S4	RIBES SANGUINEUM/ RED FLOWERING CURRANT	80	18"-24" HT	CONT. FULL & BUSHY
S5	ROSA RUGOSA 'WILL ALDERMAN'/ RAMANAS ROSE	271	18"-24" HT	CONT. FULL & BUSHY
S6	MAHONIA AQUIFOLIUM/ OREGON GRAPE	170	15"-18" HT	CONT. FULL & BUSHY
S7	SYMPHORICARPOS ALBUS/ COMMON SNOWBERRY	42	15"-18" HT	CONT.
S8	VIBURNUM CARLESII/ KOREAN SPICE VIBURNUM	21	18"-24" HT	CONT. FULL & BUSHY
S9	STRANSVAESIA DAVIDIANA UNDULATA/ LOW STRANSVAESIA	116	15"-18" HT	CONT. FULL & BUSHY
S10	VACCINIUM OVATUM/ EVERGREEN HUCKLEBERRY	104	15"-18" HT	CONT. FULL & BUSHY
S12	BERBERIS THUNBERGII 'MOROMB'/ CHERRY BOMB BARBERRY	32	15"-18" HT	CONT. FULL & BUSHY
S13	CORNUS STOLONIFERA 'KELSEY'/ DWARF RED TWIG DOGWOOD	80	15"-18" HT	CONT. FULL & BUSHY
S14	ESCALLONIA 'COMPAKTA'/ NCN	70	15"-18" HT	CONT. FULL & BUSHY
S15	CORNUS SERICEA 'FLAVIRAMEA'/ GOLDEN TWIG DOGWOOD	100	2 GAL. CONT.	
S16	MAHONIA REPENS/ CREEPING OREGON GRAPE	271	2 GAL. CONT.	
S17	POLYSTICHUM MUNITUM/ SWORD FERN	270	1 GAL. CONT.	
S18	POTENTILLA FRUTICOSA/ POTENTILLA 'GOLDSTAR ABBOTSWOOD'	174	2 GAL. CONT.	
S19	SPIREA JAPONICA 'NEON FLASH'/ NEON FLASH SPIREA	22	2 GAL. CONT.	
S20	VIBURNUM OPULUS 'COMPACTUM'/ COMPACT EUROPEAN CRANBERRY BUSH	270	15"-18" HT	CONT. FULL & BUSHY

SYMBOL	REMARKS	QTY.	SIZE	REMARKS
GC1	ARCTOSTAPHYLOS UVA-URSI 'VANCOUVER JADE'/ KINNIKINNICK	2,450	1 GAL. CONT.	24" O.C. TRI. SP. TYP.
GC2	FRAGARIA CHILOENSIS/ BEACH STRAWBERRY	415	1 GAL. CONT.	24" O.C. TRI. SP. TYP.
GC3	GAULTHERIA SHALLON/ SALAL	1,903	1 GAL. CONT.	30" O.C. TRI. SP. TYP.
V1	PARTHENOCISSUS TRICUSPIDATA 'GREEN SHOWERS'/ GREEN SHOWERS BOSTON IVY	61	1 GAL. CONT. STAKED	20' O.C. TYP.
	ORNAMENTAL GRASSES, VARIETY			
GR1	FESTUCA CINEREA/ BLUE FESCUE	360	1 GAL. CONT.	30" O.C. TRI. SP. TYP.
GR2	MISCANTHUS SINENSIS 'ARABESQUE'/ COMPACT MAIDEN GRASS	181	1 GAL. CONT.	36" O.C. TRI. SP. TYP.
GR3	PENNISETUM ALOPECUROIDES MOUDRY/ FOUNTAIN GRASS	250	1 GAL. CONT.	30" O.C. TRI. SP. TYP.
	NATIVE SHRUBS AND SEED MIX		124,500 SF	
	HYDROSEEDED LAWN		44,000 SF	
	RESIDENTIAL RESTORATION PLANTING		14,500 SF	
	SLOPE EDGE PLANTING. SEE SHEET L2-8 FOR DETAIL AND PLANT QUANTITIES		15,200 SF	

PLANT SCHEDULE IS FOR REFERENCE. REFER TO BID DOCUMENTS FOR TREE PLANTING DETAIL AND TREE QUANTITIES



- NOTES:**
- TREE PIT SHALL NOT BE LESS THAN (3) TIMES ROOT BALL DIA.
 - CUT ALL TIES AND FOLD BACK BURLAP FROM UPPER 1/3 OF ROOT BALL
 - REMOVE ALL PLASTIC AND TWINE
 - TREE STAKES PERPENDICULAR TO THE PREVAILING WIND
 - PLANT TREES 2" HIGHER THAN DEPTH GROWN IN NURSERY



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CITY OF NEWCASTLE
 King County, Washington
 Coal Creek Parkway
 Corridor Improvements Project

COAL CREEK PARKWAY
LANDSCAPE SCHEDULE & DETAILS

STATE OF WASHINGTON
 REGISTERED
 LANDSCAPE ARCHITECT
 ELIZABETH GIBSON-SCOTT
 CERTIFICATE NO. 538

CALL BEFORE YOU DIG
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SHEET	
DWG	L2-9
DATE	MARCH 2007
PROJ	181024

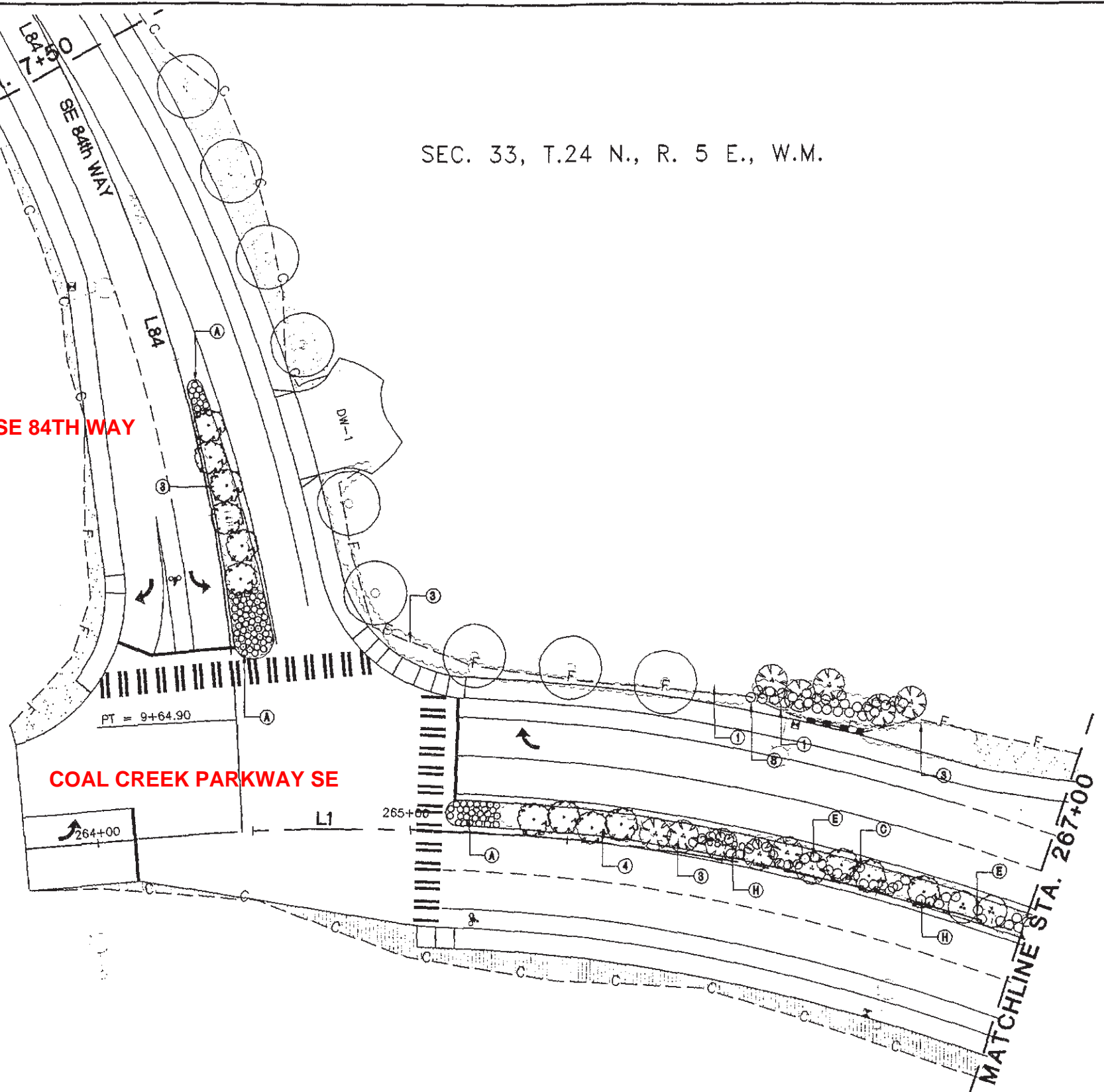
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SE 84TH WAY



COAL CREEK PARKWAY SE

MATCHLINE STA. 267+00

SEC. 34, T.24 N., R. 5 E., W.M.



ICP-12.DWG

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 INCORPORATED P.S.
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 BELLEVUE WA 98004
 TEL: 425.454.5723
 FAX: 425.454.4685
 E: jgm@jgm-tac.com

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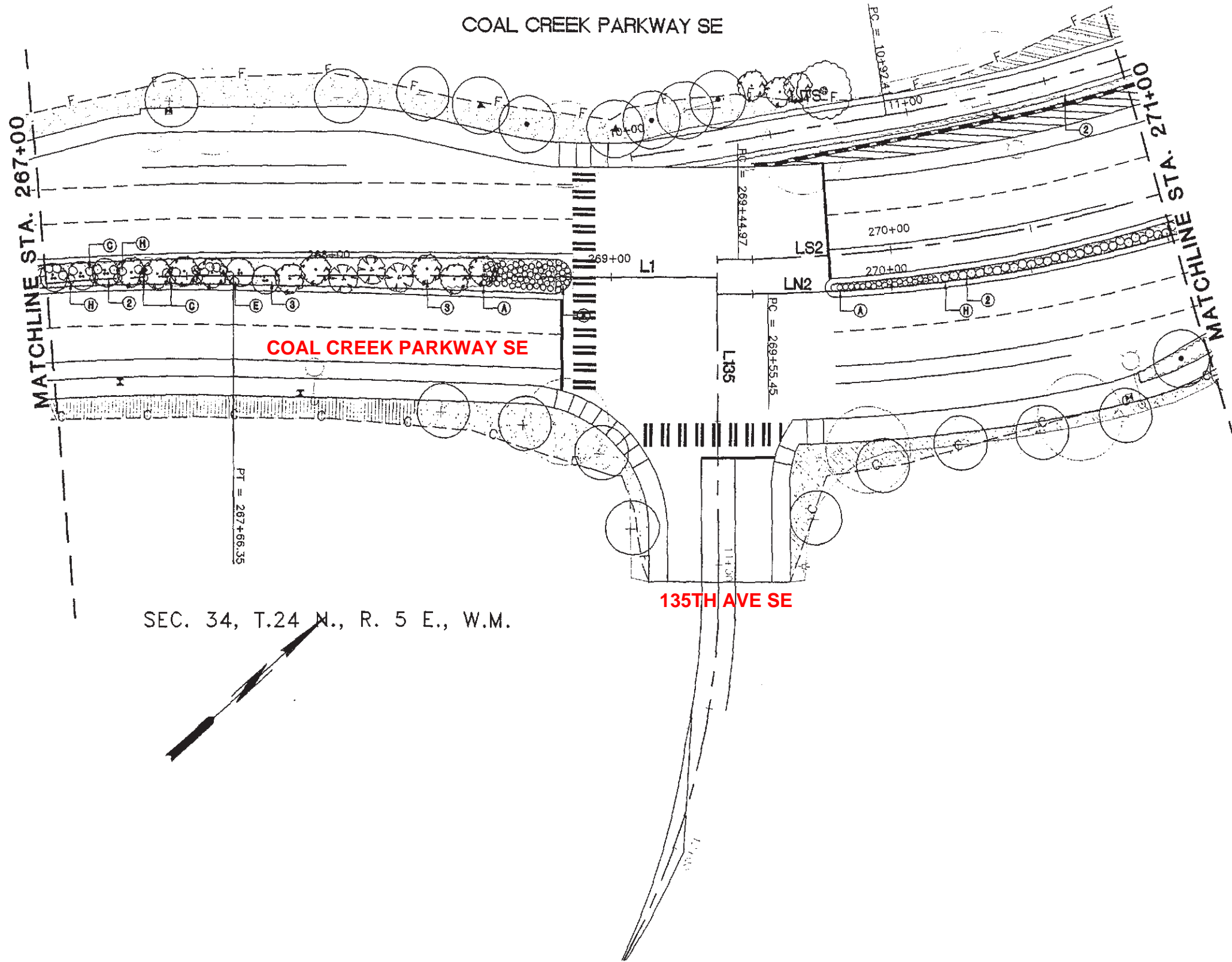
COAL CREEK PARKWAY IMPROVEMENTS
 PHASE I
 LANDSCAPE PLAN

REVISIONS			
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CITY OF NEWCASTLE
 KEVIN GROSS, DIRECTOR OF PUBLIC WORKS
 13020 S.E. 72nd PLACE
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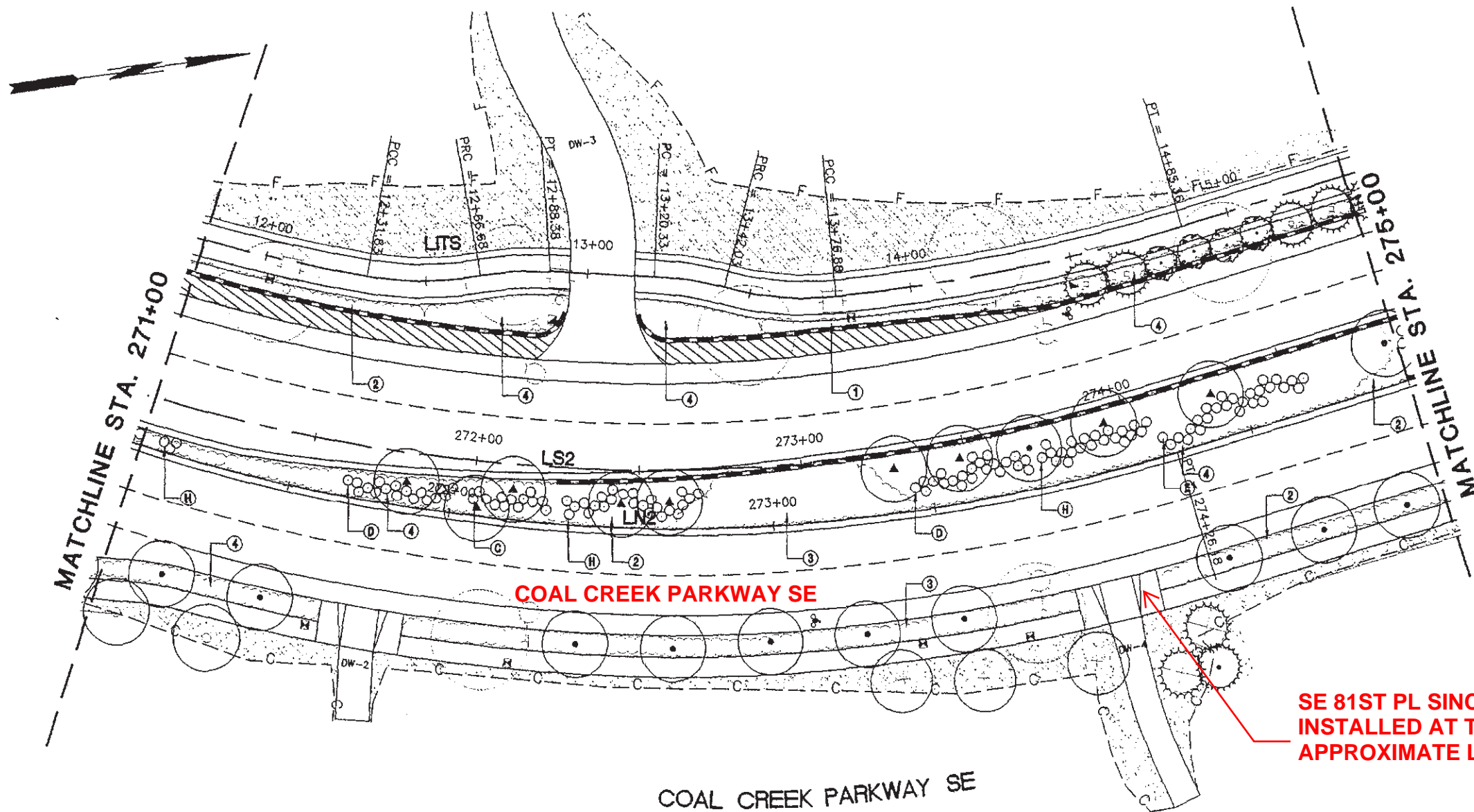
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PHASE 1
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COAL CREEK PARKWAY SE
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SE 81ST PL SINCE
 INSTALLED AT THIS
 APPROXIMATE LOCATION



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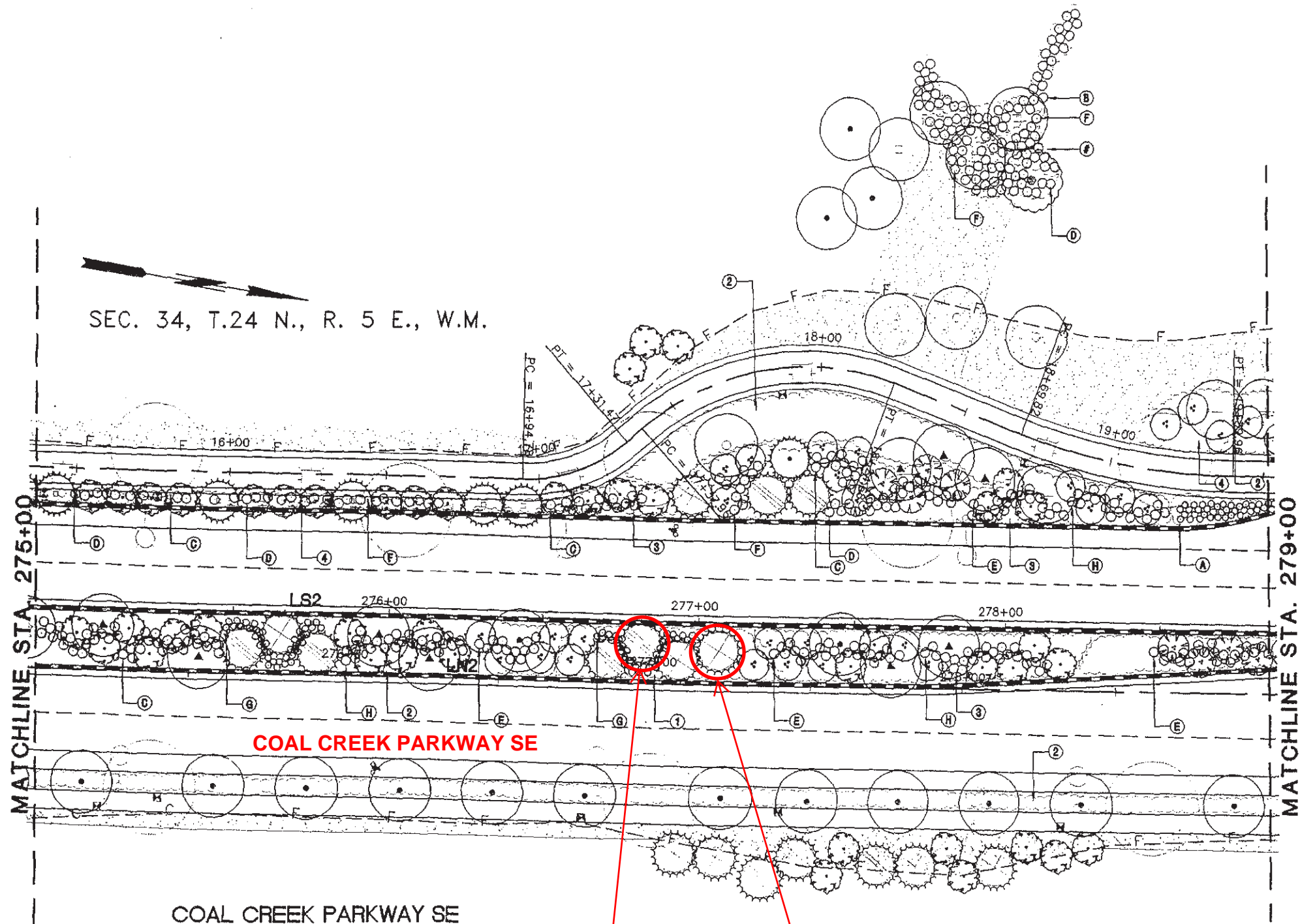


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LAKE BOREN

SEC. 34, T.24 N., R. 5 E., W.M.



COAL CREEK PARKWAY SE

COAL CREEK PARKWAY SE



THUJA PLICATA (WESTERN RED CEDAR), 6'-7' HT, B&B, FULLY BRANCHED TO 12" ABOVE GROUND, NOT SHEARED, UN CUT LEADER. REMOVE TREE WITH DEAD TOP

PSEUDOTSUGA MENZIESII (DOUGLAS FIR), 6'-7' HT, B&B, FULLY BRANCHED TO 12" ABOVE GROUND, NOT SHEARED, UN CUT LEADER. REMOVE STUMP

CCP-15.DWG

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COAL CREEK PARKWAY IMPROVEMENTS
 PHASE 1
 LANDSCAPE PLAN

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MATCHLINE STA. 283+00

COAL CREEK PARKWAY SE

COAL CREEK PARKWAY SE

SE 79TH PL

ACER CIRCINATUM (VINE MAPLE), 7'-8' HT, B&B, FULL HEAD, WELL BRANCHED, MULTISTEMMED. REMOVE STUMP

SEC. 27, T.24 N., R. 5 E., W.M.



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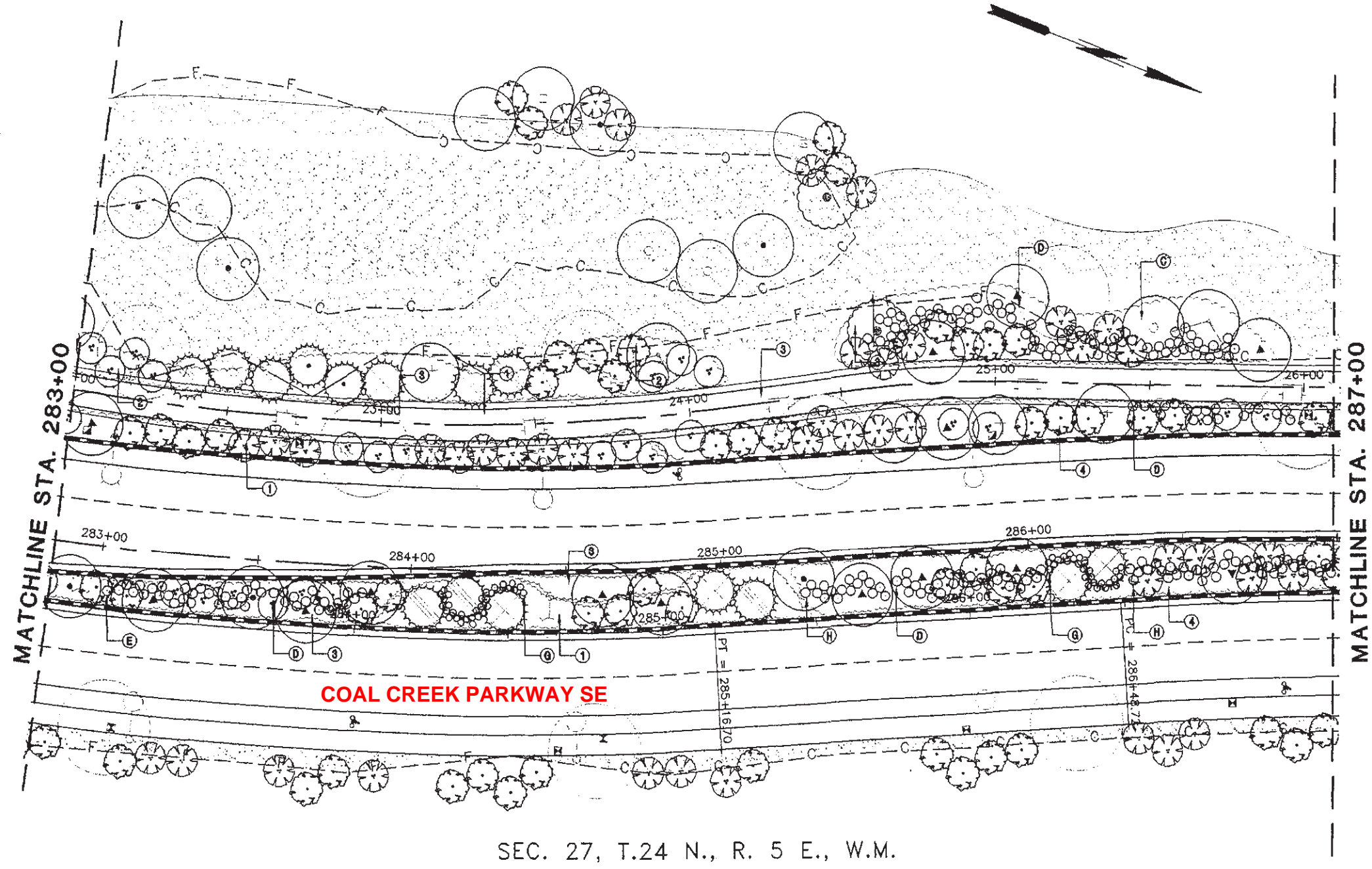


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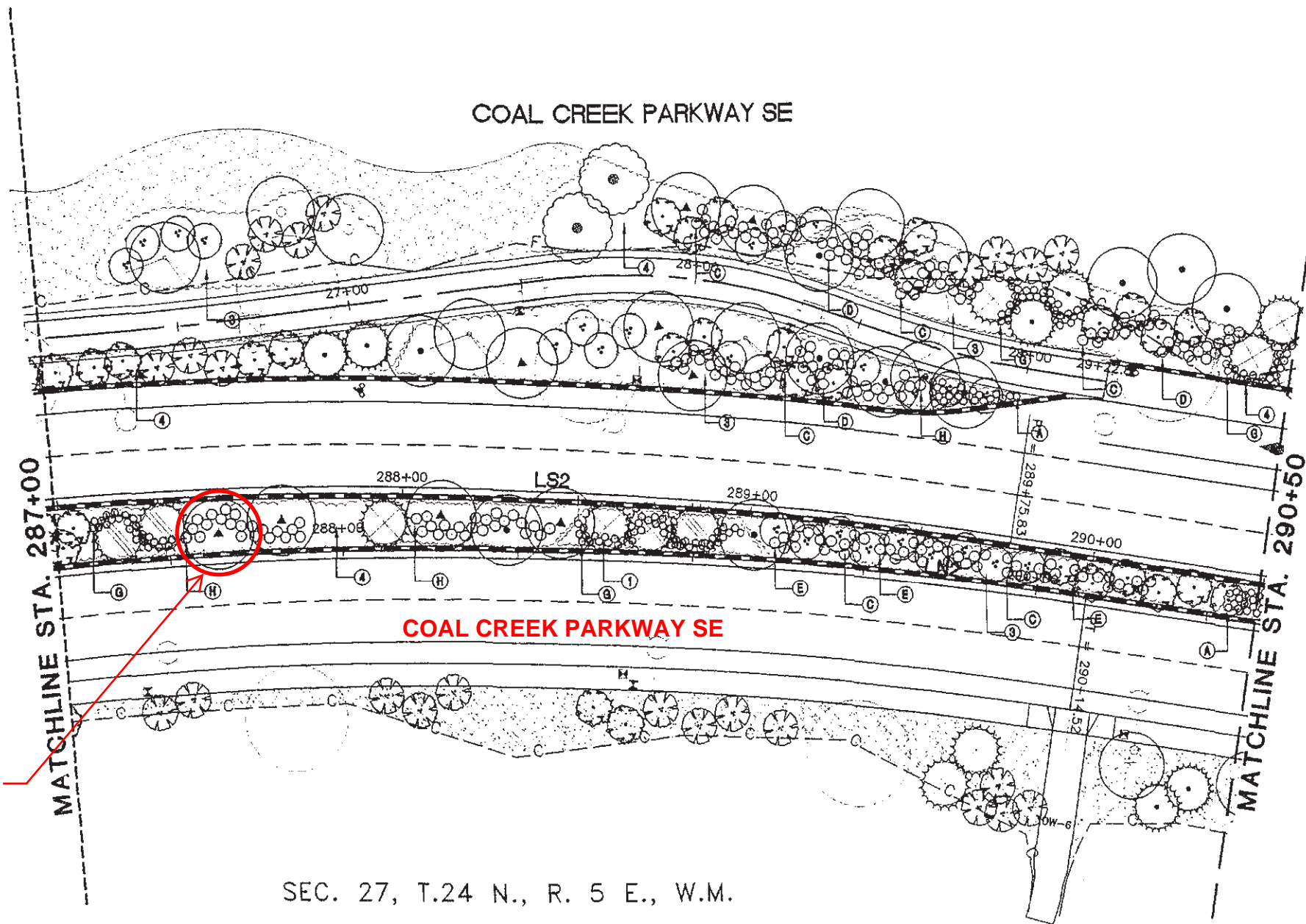


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	REVISIONS																																	
NO.	DATE	BY	DESCRIPTION																															

LAKE BOREN

COAL CREEK PARKWAY SE



QUERCUS COCCINEA
 (SCARLET OAK), 2" CAL,
 12'-14' HT, B&B, FULL HEAD,
 BRANCHED AT 6', WELL
 BRANCHED, SYMMETRICAL.
 REMOVE STUMP

SEC. 27, T.24 N., R. 5 E., W.M.



CCP-1B.DWG

IGM
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COAL CREEK PARKWAY IMPROVEMENTS
 PHASE 1
 LANDSCAPE PLAN

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SEC. 28, T. 24 N., R. 5 E., W.M.

SE 76TH ST

MATCHLINE STA. 290+50

MATCHLINE STA. 294+50

LS2

291+00

L3

292+00

293+00

294+00

LNC

PC = 10+35.34

COAL CREEK PARKWAY SE

COAL CREEK PARKWAY SE

NEWCASTLE GOLF CLUB RD

MATCHLINE STA. 11+50

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COAL CREEK PARKWAY IMPROVEMENTS PHASE 1 LANDSCAPE PLAN

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















**PLANT SCHEDULE IS FOR REFERENCE. REFER TO
BID DOCUMENTS FOR TREE QUANTITIES**





PLANT SCHEDULE				PLANT SCHEDULE					
SYMBOL	QTY	BOTANICAL/COMMON NAME	SIZE	REMARKS	SYMBOL	QTY	BOTANICAL/COMMON NAME	SIZE	REMARKS
DECIDUOUS TREES:				SHRUBS					
	0	FRAXINUS LATIFOLIA / OREGON ASH	2" CAL. 12'-14' HT.	FULL HEAD, BRANCHED AT 6', WELL-BRANCHED, SYMMETRICAL, MATCHED FORM	(A)	0	ACHILLEA MILLEFOLIUM FIRE KING' / COMMON YARROW	1 GAL.	FULL, DENSE GROWTH # 24" O.C.
	0	ACER RUBRUM 'RED SUNSET' / RED MAPLE	2" CAL. 12'-14' HT.	FULL HEAD, BRANCHED AT 6', WELL-BRANCHED, SYMMETRICAL, MATCHED FORM	(B)	0	CORNUS STOLONIFERA / RED-TUNG DOGWOOD	20"-24" HT	FULL, DENSE GROWTH, BARE ROOT, # 36" O.C.
	0	CORNUS NUTTALLII / PACIFIC DOGWOOD	4'-5' HT.	FULL HEAD, WELL-BRANCHED	(C)	0	COTONEASTER LACTEUS / FARNEY COTONEASTER	20"-24" HT 5 GAL.	FULL, DENSE GROWTH #36" O.C.
	0	FRAXINUS AMERICANA 'AUTUMN PURPLE' / WHITE ASH	2" CAL. 12'-14' HT.	FULL HEAD, BRANCHED AT 6', WELL-BRANCHED, SYMMETRICAL	(D)	0	ROSA NUTKANA / NOOTKA ROSE	20"-24" HT	FULL, DENSE GROWTH # 36" O.C.
	0	PRUNUS EMARGINATA / BITTER CHERRY	1-3/4" CAL. 10'-12' HT.	FULL HEAD, WELL-BRANCHED	(E)	0	ROSA RUGOSA / RAMANAS ROSE	18'-20" HT	FULL, DENSE GROWTH #36" O.C.
	0	QUERCUS COCCINEA / SCARLET OAK	2" CAL. 12'-14' HT.	FULL HEAD, BRANCHED AT 6', WELL-BRANCHED, SYMMETRICAL, MATCHED FORM	(F)	0	SYMPHORICARPOS ALBUS / COMMON ENCUBERRY	18'-20" HT	FULL, DENSE GROWTH # 36" O.C.
	0	ZELKOVA SERRATA 'VILLAGE GREEN' / ZELKOVA	2" CAL. 12'-14' HT.	FULL HEAD, BRANCHED AT 6', STRAIGHT TRUNK, SYMMETRICAL, MATCHED FORM	(G)	0	VACCINIUM OVATUM / EVERGREEN HUCKLEBERRY	1 GAL.	FULL, DENSE GROWTH, CONTAINER #24" O.C.
UNDERSTORY TREES				(H) 0 VIBURNUM TINUS 'SPRING BOUQUET' / VIBURNUM 18'-20" HT. FULL, DENSE GROWTH #36" O.C.					
	0	ACER CIRCINATUM / VINE MAPLE	1'-8" HT.	FULL HEAD, WELL-BRANCHED, MULTI-STEMMED	GROUND COVERS				
	0	AMELANCHIER ALNIFOLIA / SASKATOON	3'-4' HT. 5 GAL. CONT.	FULL HEAD, WELL-BRANCHED, MULTI-STEMMED	(1)	0	GAULTHERIA SHALLON / SALAL	1 GAL.	FULL, DENSE GROWTH, CONTAINER, # 24" O.C. TRIANGULAR SPACING
	0	RHUS TYPHINA / STAGHORN SUMAC	3'-4' HT. 5 GAL. CONT.	FULL HEAD, WELL-BRANCHED, MULTI-STEMMED, 3 CANES MIN.	(2)	0	EUONYMUS FORTUNEI COLORATA / PURPLE-LEAF WINTER CREEPER	1 GAL.	FULL, DENSE GROWTH, CONTAINER, # 24" O.C. TRIANGULAR SPACING
EVERGREEN TREES				(3) 0 COTONEASTER DAMMERI / BEARBERRY COTONEASTER 1 GAL. FULL, DENSE GROWTH, CONTAINER, # 24" O.C. TRIANGULAR SPACING					
	0	ABIES GRANDIS / GRAND FIR	6'-1" HT.	B4B, FULLY BRANCHED TO 12" ABOVE GROUND, NOT SHEARED, UNCUT LEADER	(4)	0	ARCTOSTAPHYLOS UVA-URSI / KINKKINICK	1 GAL.	FULL, DENSE GROWTH, CONTAINER, # 24" O.C. TRIANGULAR SPACING
	0	PSEUDOTSUGA MENZIESII / DOUGLAS FIR	6'-1" HT.	B4B, FULLY BRANCHED TO 12" ABOVE GROUND, NOT SHEARED, UNCUT LEADER		0	SEED-EROSION CONTROL MIX		SEE SPECIFICATIONS
	0	THUJA PLICATA / WESTERN RED CEDAR	6'-1" HT.	B4B, FULLY BRANCHED TO 12" ABOVE GROUND, NOT SHEARED, UNCUT LEADER		0	SOD LAWN		SEE SPECIFICATIONS
	0	CALOCEDRUS DECURRENS / INCENSE CEDAR	6'-1" HT.	B4B, FULLY BRANCHED TO 12" ABOVE GROUND, NOT SHEARED, UNCUT LEADER		0	SEEDED LAWN		SEE SPECIFICATIONS
		EXISTING TREES		TO REMAIN, SAVE AND PROTECT	VINES				
					(P)	0	PARTHENOCISSUS TRICUSPIDATA / BOSTON IVY	1 GAL.	



<p>IGM LANDSCAPE ARCHITECTS INCORPORATED P.S.</p> <p>204 - 111TH AVE NE BELLUVUE WA 98004 PH: 425.454.5723 FAX: 425.454.4685 E: igm@igm-lac.com</p>	<p>DESIGNED: CL DRAFTED: ML CHECKED: DM SCALE: AS SHOWN DATE: 5-18-00</p>	<p>STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT</p>	<p>COAL CREEK PARKWAY IMPROVEMENTS PHASE 1 LANDSCAPE SCHEDULE</p>	<table border="1"> <thead> <tr> <th colspan="4">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISIONS				NO.	DATE	BY	DESCRIPTION																					<p>CITY OF NEWCASTLE KEVIN GROSS, DIRECTOR OF PUBLIC WORKS 13020 S.E. 72nd PLACE NEWCASTLE, WASHINGTON 98059-3030 (425) 649-4444 FAX (425) 649-4363</p>	<p>SHEET NO. L 12 OF</p>
	REVISIONS																																	
NO.	DATE	BY	DESCRIPTION																															

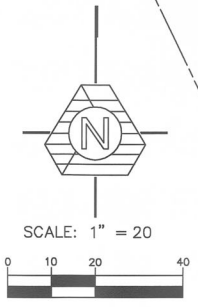
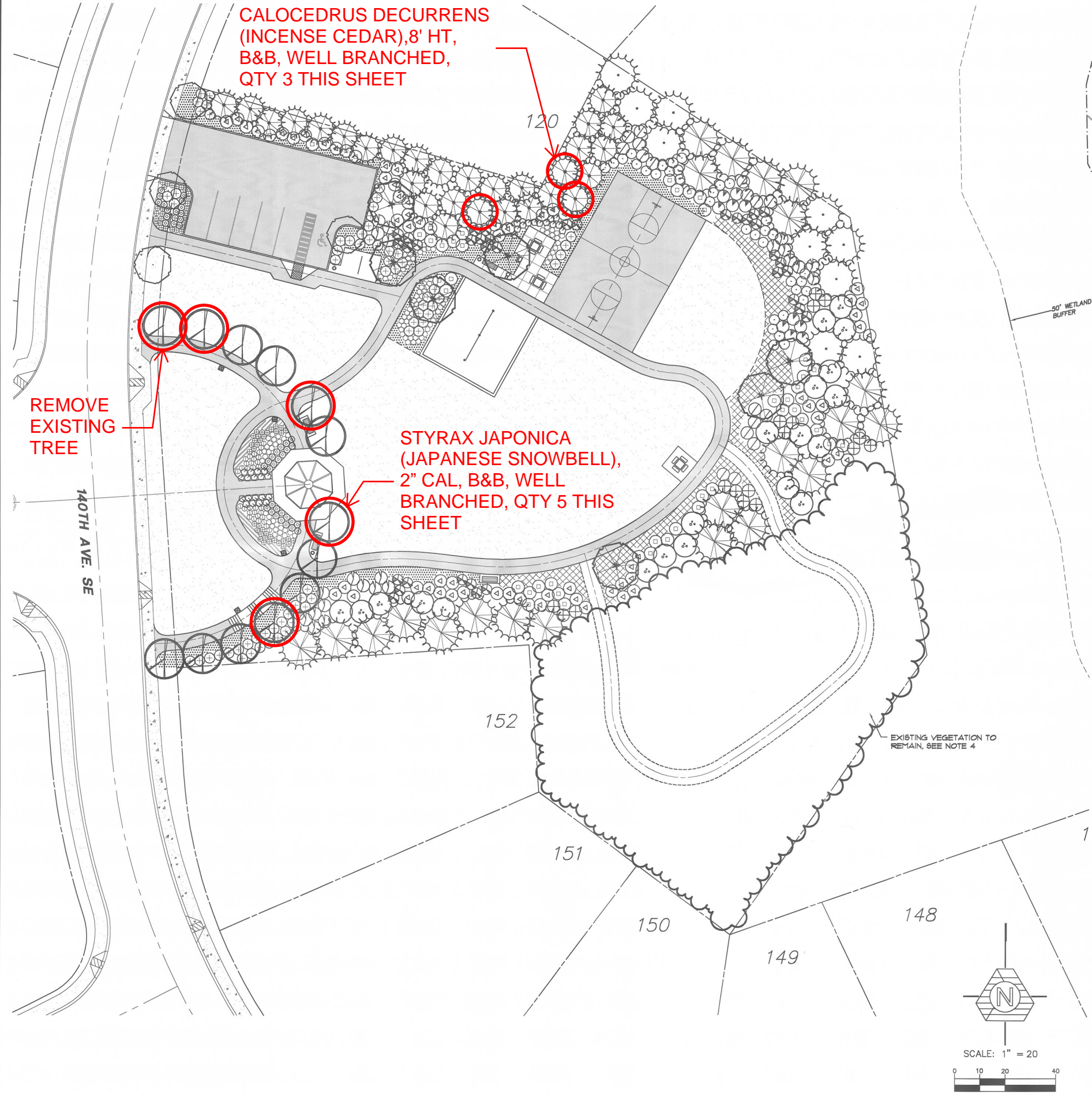
PLANT LIST

SYMBOL	QTY	BOTANICAL/COMMON NAME	SIZE	CONDITION/REMARKS
TREES				
	20	ACER CIRCINATUM/ VINE MAPLE	1-3/4" CAL.	B4B
	20	CALOCEDRUS DECURRENS/ INCENSE CEDAR	8' HT.	B4B
	7	FAGUS SYLVATICA/ EUROPEAN BEECH	2" CAL.	B4B
	13	STYRAX JAPONICA/ JAPANESE SNOWBELL	2" CAL.	B4B
	4	FRAXINUS PENNSYLVANICA 'MARSHALLS SEEDLESS'/ MARSHALLS SEEDLESS ASH	2" CAL.	B4B
	10	PSEUDOTSUGA MENZIESII/ DOUGLAS FIR	6' HT.	B4B
	20	THUJA PLICATA/ WESTERN RED CEDAR	6' HT.	B4B
SHRUBS				
	35	ABELIA GRANDIFLORA 'FRANCIS MACON'/ FRANCIS MACON ABELIA	2 GAL.	B4B/CONT.
	103	CALLUNA VULGARIS 'ALLEGRO'/ HEATH	1 GAL.	B4B/CONT.
	36	CALLUNA VULGARIS 'ANNEMARIE'/ HEATH	1 GAL.	B4B/CONT.
	60	CALLUNA VULGARIS 'LONG WHITE'/ HEATH	1 GAL.	B4B/CONT.
	17	CORNUS STOLONIFERA 'ELEGANTISSIMA'/ RED TWIG DOGWOOD	2 GAL.	B4B/CONT.
	17	CORYLUS CORNUTA/ WESTERN HAZELNUT	2 GAL.	B4B/CONT.
	31	EUONYMUS JAPONICA 'SILVER PRINCESS MONESS'/ SILVER PRINCESS EUONYMUS	2 GAL.	B4B/CONT.
	10	KOLKUITZIA AMABILIS/ BEAUTY BUSH	2 GAL.	B4B/CONT.
	42	LAVANDULA ANGSTIFOLIA/ LAVANDER	2 GAL.	B4B/CONT.
	63	MYRTICA CALIFORNICA/ PACIFIC WAX MYRTLE	2 GAL.	B4B/CONT.
	68	OSMANTHUS DELAVAYI/ DELAVALY HOLLY OLIVE	2 GAL.	B4B/CONT.
	13	PHOTINIA FRASERI/ PHOTINIA	2 GAL.	B4B/CONT.
	47	RIBES SANGUINEUM/ RED FLOWERING CURRANT	2 GAL.	B4B/CONT.
	22	SPIRAEA VANHOUTTEI/ BRIDAL WREATH SPIRAEA	2 GAL.	B4B/CONT.
	36	VIBURNUM TRILOBUM 'WENTWORTH'/ WENTWORTH AMERICAN CRANBERRY BUSH	2 GAL.	B4B/CONT.

GROUNDCOVER	
	HYDROSEED, REFER TO PLANTING NOTES
	EUONYMUS FORTUNEI 'COLORATA'/ WINTER CREEPER 4" POTS CONT, 18" O.C.
	FESTUCA OVINA 'ELIJAH'S BLUE'/ BLUE FESCUE 1 GAL. CONT, 24" O.C.
	GAULTHERIA SHALLON/ SALAL 1 GAL. CONT, 24" O.C.

NOTES:

- CONTRACTOR TO DETERMINE GROUND COVER QUANTITIES BASED ON AN EQUILATERAL TRIANGULAR PATTERN AT THE SPACING LISTED ABOVE.
- REFER TO CIVIL ENGINEERING PLAN FOR EASEMENTS, PRIVATE / PUBLIC ROADS AND UTILITIES.
- DIMENSIONS OF PLANTING BEDS ON THIS PLAN FOR REFERENCE ONLY. REFER TO CIVIL ENGINEERING PLANS FOR SITE DIMENSION.
- IF AFTER SITE INSPECTION, FOLLOWING SITE CLEARING AND GRADING, IT IS DETERMINED THAT THE VEGETATION IN THE AREAS SCHEDULED TO BE RETAINED ARE THIN, UNHEALTHY OR OTHERWISE UNDESIRABLE, RESTORATION IN THESE AREA SHALL BE DONE IN ACCORDANCE WITH THE VEGETATION RESTORATION DETAIL ON SHEET 9. TOTAL PLANT QUANTITIES SHALL BE DETERMINED ONCE AREAS TO BE RESTORED HAVE BEEN DELINEATED.



TRIAD ASSOCIATES
 Project Management
 Civil Engineering
 Land Surveying
 Land Use Planning
 Landscape Architecture
 Site Design
 11814 115th Ave. NE Kirkland, WA 98034-6823
 Tel: 425.821.8448 Fax: 425.821.2401
 Toll Free: 800.455.0755 www.triadassoc.com

PARK PLANTING PLAN
THE HIGHLANDS AT NEWCASTLE
 OPEN SPACE/PARK 'A'
 WASHINGTON
 CITY OF NEWCASTLE

NO. DATE REVISION
 1 4/27/08 1/10/08 1/10/08 1/10/08 1/10/08
 GERRY BUICK
 PROJECT MANAGER
 DESIGNED: DL
 CADD: ADL
 CHECKED: J.C.
 DATE: 4/27/08
 SCALE: HORIZ.: 1" = 20'
 VERT.: N/A

STATE OF WASHINGTON
 REGISTERED
 LANDSCAPE ARCHITECT

 DENISE LIXIN
 CERTIFICATE NO. 523

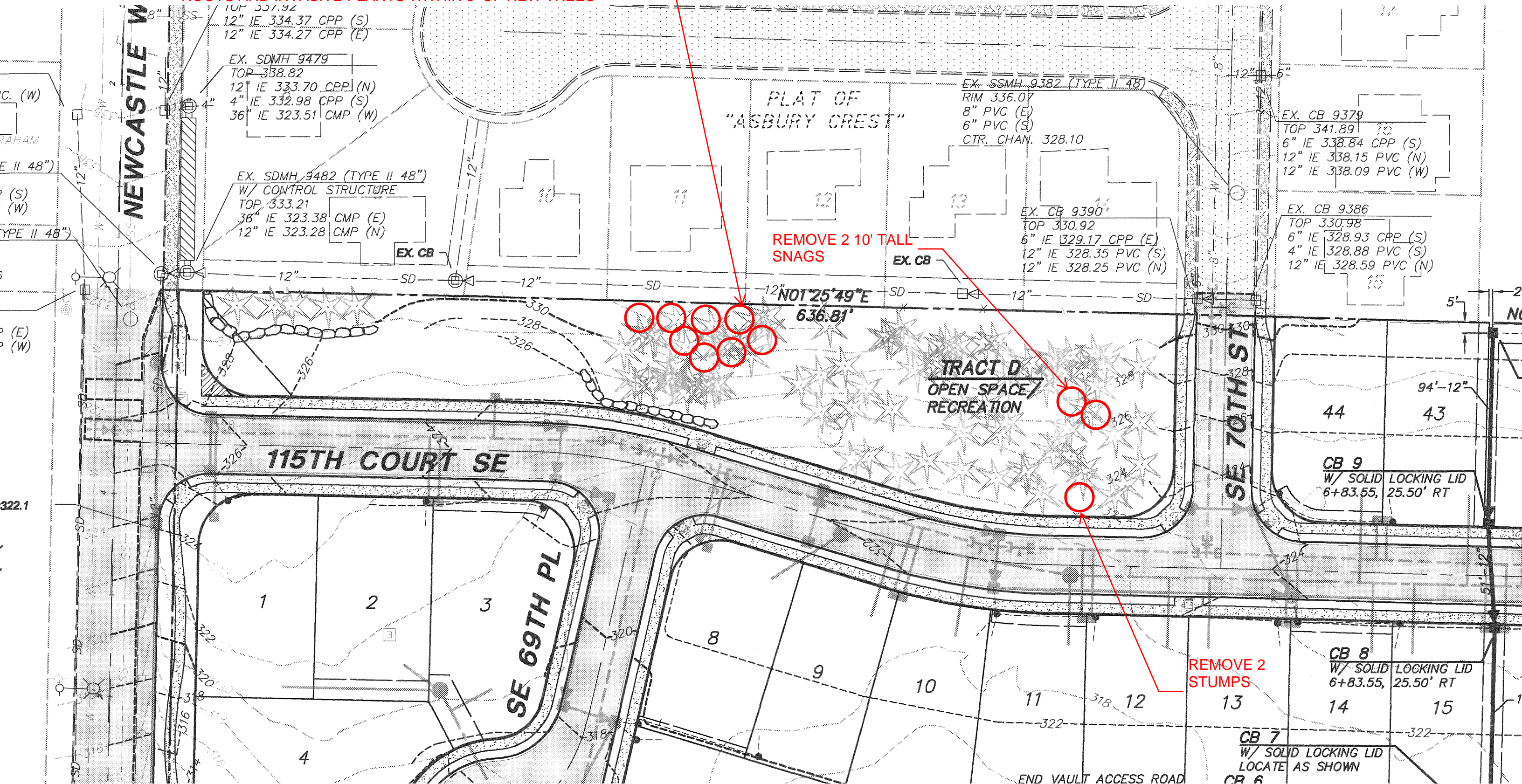
STAMP NOT VALID
 UNLESS SIGNED AND DATED
 JOB NUMBER **95-013**
 SHEET NUMBER **8 OF 13**

Highlands Forest View Park, 14354 SE 92nd Street, Newcastle, WA

THUJA PLICATA (WESTERN
RED CEDAR), 6' HT, B&B,
WELL BRANCHED, QTY 2
THIS SHEET



PSUEDOTSUGA MENZIESII (DOUGLAS FIR), 6'-7' HT, B&B,
 FULLY BRANCHED TO 12" ABOVE GROUND, NOT SHEARED,
 UNCUT LEADER, QTY 11 THIS SHEET. REMOVE STUMPS,
 ROOTS AND INVASIVE PLANTS WITHIN 5' OF NEW TREES

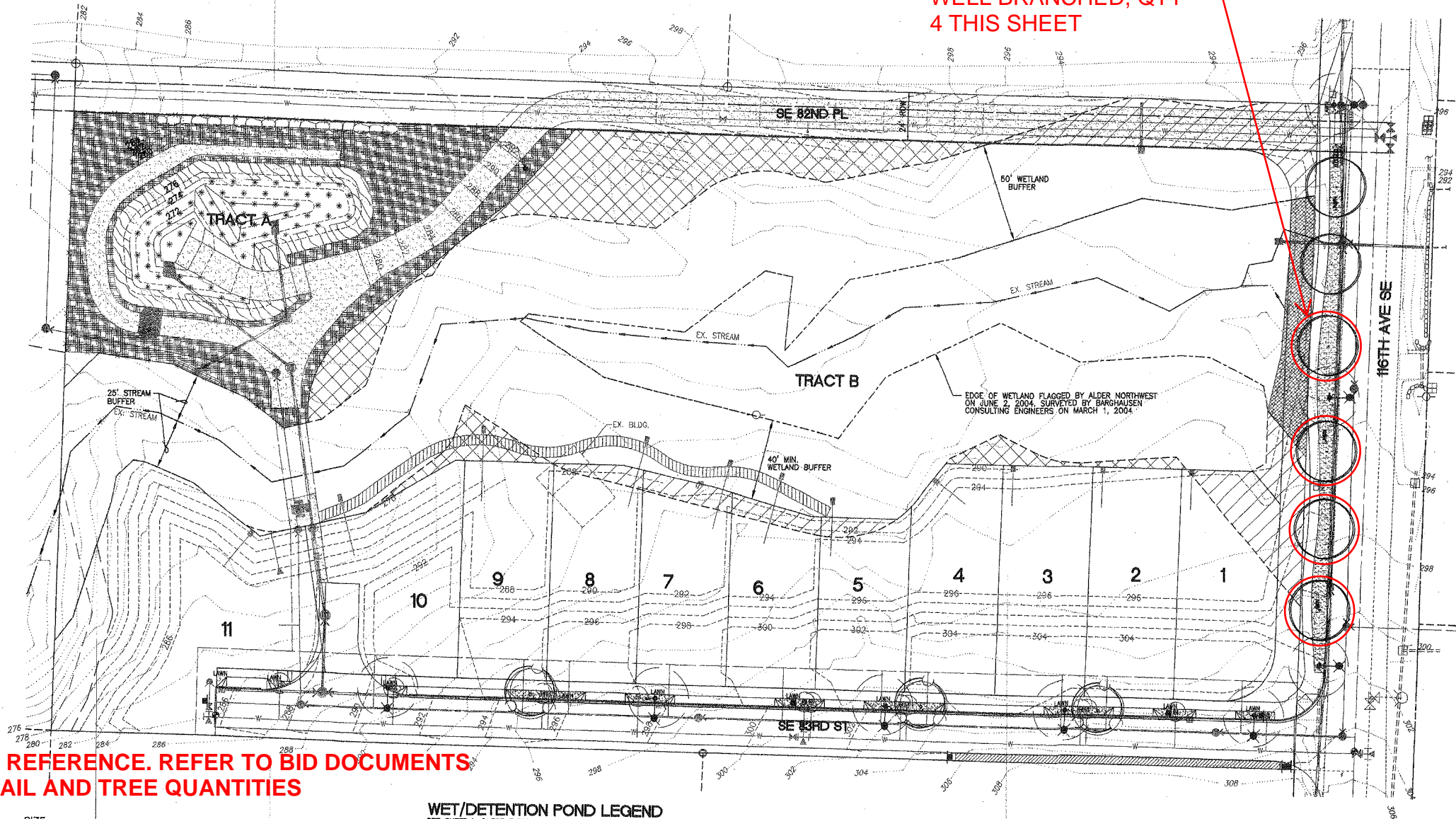
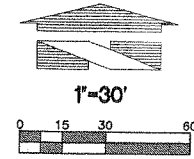


MADISON LANE PARK, 6900 115th Court SE, NEWCASTLE, WA

ELIZABETH ESTATES PUD SUBDIVISION

PORTIONS of the N.E.1/4 of the N.E.1/4 of SECTION 32,
Township 24 North, Range 5 East, Willamette Meridian
City of NEWCASTLE KING County State of WASHINGTON

**CERCIDIPHYLLUM
JAPONICUM (KATSURA
TREE), 2" CAL, B&B,
WELL BRANCHED, QTY
4 THIS SHEET**



**PLANT SCHEDULE IS FOR REFERENCE. REFER TO BID DOCUMENTS
FOR TREE PLANTING DETAIL AND TREE QUANTITIES**

PLANT MATERIAL LEGEND

SYMBOL	BOTANICAL / COMMON NAMES	SIZE CONDITION	SPACING	QUANTITY	REMARKS
	STREET TREES: SEAL PAPER-BIRCH	1.75" CAL. B&B	40' O.C.	6	STAKE & GUY ONE GROWING SEASON; NURSERY GROWN FOR STREET TREE USE, BRANCHED AT 6'
	PYRUS CALLERYANA 'CAPITAL' / CAPITAL FLOWERING PEAR	1.75" CAL. B&B	AS SHOWN	3	STAKE & GUY ONE GROWING SEASON; NURSERY GROWN FOR PARK TREE USE, BRANCHED AT 6'
	LAWN	HYDROSEED		COVER	LOCAL COMMERCIAL BLEND; SEED AT 8lb / 1,000 SF; CELLULOSE MULCH AT 40lb / 1,000 SF
	TYPICAL UTILITY CLEARANCE				
	WET/DETENTION POND SEEDING:				
	STORAGE SLOPE SEED MIX	HYDROSEED		COVER	SEE THIS SHEET FOR SCHEDULE
	UPLAND SEED MIX	HYDROSEED		COVER	SEE THIS SHEET FOR SCHEDULE
	PERMANENTLY INUNDATED (WETPOND)	RHIZOMES			SEE THIS SHEET FOR SCHEDULE

WET/DETENTION POND LEGEND

SEE SHEET L-2 FOR TYPICAL POND SECTION

STORAGE SLOPE SEED MIX	% WEIGHT	% PURITY	% GERM.
TALL OR MEADOW FESCUE FESTUCA ARUNDINACEA OR FESTUCA ELATOR	75-80	98	90
SEASIDE/ CREEPING BENTGRASS AGROSTIS PALUSTRIS	10-15	92	85
REDTOP BENTGRASS AGROSTIS ALBA OR AGROSTIS GIGANTEA	5-10	90	80

UPLAND SEED MIX

	% WEIGHT	% PURITY	% GERM.
DWARF TALL FESCUE (SEVERAL VARIETIES) FESTUCA ELATOR VAR. 'SILVERADO', 'MUSTANG'	40	98	90
DWARF PERENNIAL RYE (BARCLAY) LOLIUM PERENNE VAR. BARCLAY	30	98	90
RED FESCUE FESTUCA RUBRA	20	98	90
COLONIAL BENTGRASS AGROSTIS TENNIS 'HIGHLAND' STRAIN	5	98	90
TRIFOLIUM REPENS DUTCH WHITE CLOVER	5	98	90

PERMANENTLY INUNDATED (WETPOND) PLANTING

	CONDITION	QUANTITY	NOTES
STORAGE EDGE (1 - 2' INUNDATION)- ELEOCHARIS PALUSTRIS/ SPIKE RUSH JUNCUS EFFUSUS/ SOFT RUSH (SHALLOWEST)	RHIZOMES	145	2' O.C. 1 ROW
3' INUNDATION- SCIRPUS ACUTUS/ HARDSTEM BULRUSH	RHIZOMES	145	2' O.C. 1 ROW
DEEP WATER- NUPHAR POLYSEPALUM/ SPATTERDOCK NYMPHAEA ODORATA/ WATER LILY	1 GALLON 1 GALLON	8 4	

STREET TREE NOTES:

- STREET TREES ARE SHOWN AT 40' ON CENTER SPACING. ADJUST INSTALLATION LOCATIONS TO CLEAR CONSTRUCTED DRIVES, LIGHTS, AND UTILITIES AS NOTED BELOW. TREE CLEARANCES: DRIVES - 10', LIGHT - 15', FIRE HYDRANTS - 5', METERS & SEWER LINES - 5', STREET INTERSECTIONS - 50'.
- STREET TREE LAYOUT IS BASED ON PHYSICAL CONSTRAINTS OF DRIVEWAYS AND UTILITY CLEARANCES. NOTED, DRIVEWAY LOCATIONS ARE SUBJECT TO MODIFICATIONS. NO LESS THAN SPECIFIED QUANTITIES WILL BE INSTALLED.
- ALL TREES TO BE PLANTED DURING FALL TO WINTER MONTHS (OCTOBER 1st TO MARCH 31st).
- ALL TREES TO BE PROVIDED SUPPLEMENTAL WATERING DURING SUMMER MONTHS FOLLOWING PLANTING AS REQUIRED.
- PROVIDE A 3' DIA. WATER WELL AND 4' SQUARE MULCH AREA AROUND ALL STREET TREES. SEE DETAIL.
- CITY REQUIRES CALIPER TO BE MEASURED AT DBH ABOVE SOIL LINE.

No.	Date	By	Appr.	Revision
2	9/14/06	AMS	CT	REVISED PER WATER DISTRICT COMMENTS
1	8/29/06	AMS	CT	REVISED POND AREA

LANDSCAPE PLANTING PLAN

For:
GANMPPT
12515 BEL RED ROAD
BELLEVUE, WA 98005
CONTACT: MURRAY KAHN (425) 462-8200

Designed	Drawn	Checked	Approved	Date
AMS	AMS	DKL	BAL	4/29/06

18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING,
SURVEYING, ENVIRONMENTAL SERVICES

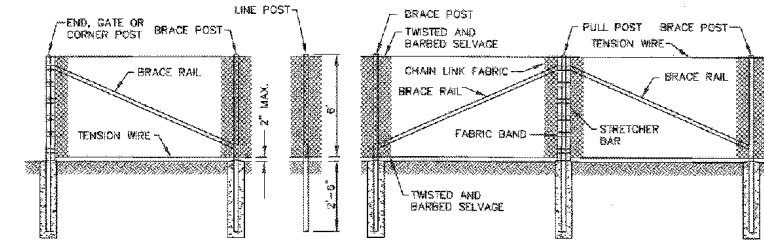


ARTHUR M. SEIDEL
REGISTERED
LANDSCAPE ARCHITECT
CERTIFICATE NO. 708
(VALID ONLY WITH SIGNATURE)

Job Number
1309
Sheet
L1 of 2

FENCE MEMBERS

BRACE RAIL & TOP RAIL			LINE & BRACE POST			END, CORNER, & PULL POST			GATE POST		ALL POSTS	
ROUND	H-COLUMN	ROLL FORMED	ROUND	H-COLUMN	ROLL FORMED	ROUND	H-COLUMN	ROLL FORMED	END, CORNER, & PULL POST	GATE POST	ALL POSTS	
I.D. PIPE (INCHES)	WEIGHT PER FOOT (POUNDS)	SIZE (INCHES)	WEIGHT PER FOOT (POUNDS)	SIZE (INCHES)	WEIGHT PER FOOT (POUNDS)	I.D. PIPE (INCHES)	WEIGHT PER FOOT (POUNDS)	SIZE (INCHES)	WEIGHT PER FOOT (POUNDS)	I.D. PIPE (INCHES)	WEIGHT PER FOOT (POUNDS)	LENGTH
1 1/4	2.27	1 1/4x1 5/8	1.35	1 5/8x1 1/4	1.35	1 1/2	2.72	1 7/8	2.72	1 5/8x1 7/8	1.85	2
												3 1/2
												9.1
												8'-8"



FENCE NOTES:

ALL CONCRETE POST BASES SHALL BE 10" MINIMUM DIAMETER
 ALL POSTS SHALL BE SPACED AT 10' MAXIMUM INTERVALS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
 TOP OR BOTTOM TENSION WIRE SHALL BE PLACED WITHIN THE LIMITS OF THE FIRST FULL FABRIC WEAVE.
 DETAILS ARE ILLUSTRATIVE AND SHALL NOT LIMIT HARDWARE DESIGN OR POST SELECTION OF ANY PARTICULAR FENCE TYPE.

CHAIN LINK FENCE TYPE 3

FARM DEVELOPMENT LLC
 1800 136TH PLACE NE, SUITE 214
 BELLEVUE, WA 98005
 (425) 462-9872

THE FARM AT NEWCASTLE
 116TH AVE SE & SE 84TH ST
 ROAD AND HORIZONTAL
 CONTROL PLAN



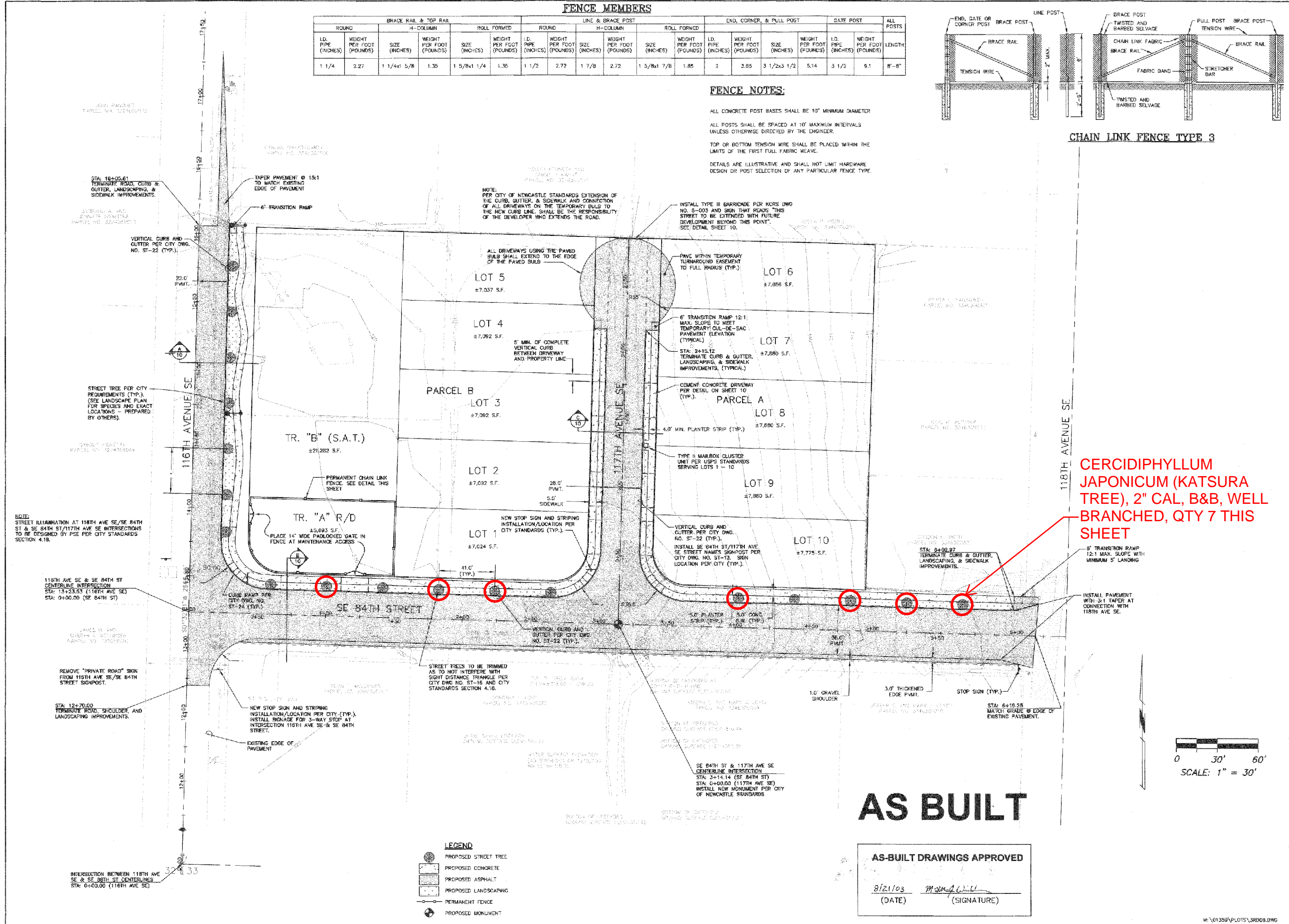
DRS D.R. STRONG Consulting Engineers Inc.
 12604 NE 38th PLACE, SUITE 101 KIRKLAND, WA 98033
 ENGINEERS • PLANNERS • SURVEYORS
 (425) 827-3063
 (206) 862-1462
 FAX NO. (425) 827-3463

DRAWN: AJV DATE: 3-18-02 DRAWING NO. 01359
 CHECKED: LRJ SCALE: 1" = 30' SHEET 6 OF 12

AS BUILT

AS-BUILT DRAWINGS APPROVED
 8/21/03 (DATE) M. J. W. (SIGNATURE)

CERCIDIPHYLLUM JAPONICUM (KATSURA TREE), 2" CAL, B&B, WELL BRANCHED, QTY 7 THIS SHEET



- LEGEND**
- PROPOSED STREET TREE
 - PROPOSED CONCRETE
 - PROPOSED ASPHALT
 - PROPOSED LANDSCAPING
 - PERMANENT FENCE
 - PROPOSED MONUMENT

