


# REQUEST FOR BIDS

## 2024 Parks & Right of Way Landscape Maintenance Contract

***Prepared by:***

Connor Simonson  
City of Newcastle  
12835 Newcastle Way, Suite 200  
Newcastle, WA 98056-1316  
425-649-4444

***Approved by:***

  
\_\_\_\_\_  
Jeff Brauns, P.E.  
Public Works Director

11/8/2023

\_\_\_\_\_  
Date

## INFORMATION FOR BIDDERS

The City of Newcastle is soliciting bids for the project herein after referred to as:

# 2024 Parks & Right of Way Landscape Maintenance Contract

Notice is hereby given that bids will be received by Connor Simonson, Infrastructure Maintenance Manager, at Newcastle City Hall, 12835 Newcastle Way, Suite 200, Newcastle, WA 98056-1316, until **2:00 PM**, Pacific local time, on **November 28, 2024**.

### 1. DESCRIPTION OF WORK

The City of Newcastle (the City) is seeking bids from qualified vendors to provide landscape maintenance of City Parks and Right of Ways.

### 2. SITE REVIEW

Bidders are strongly encouraged to make a physical inspection of the geographical area.

### 3. QUALIFICATIONS OF BIDDERS

(a) 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) may submit bids.

### 4. BID BOND

A Bid Bond is not required.

### 5. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond is not required.

### 6. PREVAILING WAGE

The contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid laborers, workers, or mechanics shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in King County.

No payment will be made on this contract until the contractor and each and every subcontractor has submitted a "Statement of Intent to Pay Prevailing Wages" (LI 700-29) that has been approved by the industrial statistician of the Department of Labor and Industries. No final payment or release of any retainage will be made until the contractor and each and every subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7) that has been certified by the industrial statistician of the Department of Labor and Industries.

The contractor shall post the prevailing rate of wage statement in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020. The "Statement of Intent to Pay Prevailing Wages" shall include:

- (a) The contractor's registration certificate number; and
- (b) The prevailing rate of wage for each classification of workers entitle to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

Statements of intent to pay prevailing wages and affidavits of wages paid shall be on forms approved by the Department of Labor and Industries.

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **November 28, 2023**. A copy of the applicable prevailing wage rates is also available for viewing at Newcastle City Hall, 12835 Newcastle Way, Suite 200, Newcastle, WA 98056-1316. Upon request, a hard copy of the applicable prevailing wages for this project will be mailed to the requesting bidder.

## **7. QUESTIONS**

Questions regarding TECHNICAL QUESTIONS may be directed to:

Connor Simonson  
Infrastructure Maintenance Manager  
connors@newcastlewa.gov  
425-386-4112

Questions regarding BIDDING PROCEDURES may be directed to:

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

## **8. CONTRACT TERM/COST ADJUSTMENT**

The service period for this contract shall be from February 1, 2024, through December 31, 2024. The contract may be renewed for up to three (3) additional one-year terms if both parties agree

in writing. If both parties cannot agree to any terms or conditions, the contract will be re-bid. By submitting a proposal, the vendor agrees that at renewal dates, cost of service will not be adjusted beyond the Seattle Consumer Price Index-Urban (CPI-U) rate (June to June) for the preceding year. This provision does not guarantee renewal to the vendor, nor does it prevent the vendor from agreeing to renew at a lower adjustment.

## **9. INSURANCE**

The Contractor shall obtain and keep in force the policies of insurance specified in the City of Newcastle Public Works Maintenance Contract (Sample attached as Exhibit C)

## **10. AWARD OF CONTRACT**

It is the intent of the City to award a contract to the lowest responsive and responsible bidder. The City will also consider equipment inventory, proximately, and references. Before award, the bidder must meet the bidder responsibility criteria included in the bid proposal to be considered a responsible bidder. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. The bidder must:

1. At the time of Bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW
2. Have a current Washington state unified business identifier (UBI) number
3. If applicable, have industrial insurance coverage for the Bidder's employees working Washington as required in Title 51 RCW
4. If applicable, have an employment security department number as required in Title 50 RCW
5. If applicable, have a state excise tax registration number as required in Title 82 RCW
6. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3)

### *Supplemental Bidder Responsibility:*

The following elements may be given consideration by the City in determining whether a bidder is a responsible bidder: (a) the ability, capacity and skill of the bidder to perform the contract or provide the service required; (b) whether the bidder can perform the contract and do so within the time specified; and, (c) the quality of performance by the bidder on previous and similar contracts.

## **1. CITY BUSINESS LICENSE**

All contractors doing business within the City of Newcastle are required to have (or obtain) a City of Newcastle business license. Information on obtaining a City business license is available at: [bit.ly/NewcastleBusinessLicense](http://bit.ly/NewcastleBusinessLicense)

## **2. ADDITIONAL INFORMATION**

The City encourages disadvantaged, minority and women-owned contractors 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.

Bid Proposals must be submitted on the forms provided in this packet.

The City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City.

## **3. LIST OF ATTACHMENTS**

- EXHIBIT A Bid Proposal
- EXHIBIT B Scope of Work & General/Technical Specifications
  - EXHIBIT B-1 Task Frequency Schedule
  - EXHIBIT B-2 Rough Mowing Area Lake Boren Park
  - EXHIBIT B-3 Contractor Submittal Documents
- EXHIBIT C Sample Public Works Maintenance Contract
- EXHIBIT D Street Landscape Areas (not a complete set)
- EXHIBIT E Map of City Parks
- EXHIBIT F Map of Storm Ponds

## EXHIBIT A BID PROPOSAL

Contractor Name: \_\_\_\_\_

**BASE BID:**

***Parks:***

Please provide a lump sum price for landscape services at each park as specified below. Prices listed shall be for all services at the specified frequency as described in EXHIBIT D (Task Frequency Schedule).

1. Lump sum price for performing services for the period February 1 to December 31, 2024.

Park Name	2024 Annual Cost
Donegal	\$
Ballybunion	\$
China Creek	\$
China Falls	\$
Forest View	\$
Gleneagles	\$
Heritage Morgan	\$
Highlands	\$
Lake Boren	\$
Madison Lane (A)	\$
Madison Lane (B)	\$
Tralee	\$
Little Rhody	\$
Subtotal	\$
<b>A: Total for Parks</b>	<b>\$</b>

***Streets/Right of Way:***

Please provide a lump sum price for landscape services at each roadway segment as specified below. Prices listed shall be for all services at the specified frequency as described in EXHIBIT D (Task Frequency Schedule).

1. Lump sum price for performing services for the period February 1 to December 31, 2020.

Area No.	Street/Right of Way Segment	2024 Annual Cost
1	Coal Creek Pkwy SE; Newcastle Way to SE 84 <sup>th</sup> Way	\$
2	Coal Creek Pkwy SE; SE 84 <sup>th</sup> Way to SE 91 <sup>st</sup> St	\$
3	Coal Creek Pkwy SE; SE 91 <sup>st</sup> St to SE 95 <sup>th</sup> Way	\$
4	Newcastle Way; Powerline east of 128 <sup>th</sup> Ave SE to 116 <sup>th</sup> Ave SE <i>Exclude area between 119<sup>th</sup> PI SE and 116<sup>th</sup> Ave Se on south side of street.</i>	\$
5	Newcastle Way; 129 <sup>th</sup> Ave SE to 132 <sup>nd</sup> PI SE	\$
6	116 <sup>th</sup> Ave SE; SE 73 <sup>rd</sup> PI to SE May Creek Park Dr <i>Only landscaped areas on east side of road between sidewalk and curb.</i>	\$
7	Newcastle Way; 112 <sup>th</sup> Ave SE to 114 <sup>th</sup> AVE SE <i>Only landscaped areas on south side of road between sidewalk and curb.</i>	\$
8	SE May Creek Park Drive; Coal Creek Pkwy SE to 121 <sup>st</sup> Ave SE <i>Exclude landscape areas adjacent to Eden church and Eden Grove subdivision.</i>	\$
9	Newcastle-Golf Club Rd; 136 <sup>th</sup> Ave SE to 155 <sup>th</sup> Ave SE <i>Exclude landscape areas adjacent to YMCA and Notch apartments</i>	\$

10	136 <sup>th</sup> Ave SE; 144 <sup>th</sup> Pl SE to Newcastle-Golf Club Rd <i>Exclude frontage of Beit Tikvah Messianic Congregation</i>	\$
11	144 <sup>th</sup> Pl SE; 136 <sup>th</sup> Ave SE to SE 87 <sup>th</sup> St	\$
12	May Creek Park Dr; 116 <sup>th</sup> Ave SE to 117 <sup>th</sup> Ave SE <i>Only landscaped areas on north side of road between sidewalk and curb and between sidewalk and fence</i>	\$
13	Lake Washington Boulevard SE; 112 <sup>th</sup> Ave SE to SE 73 <sup>rd</sup> St	
Subtotal		\$
<b>B:</b>	<b>Total for Streets/ROW</b>	<b>\$</b>



**Storm pond maintenance:**

Please provide a lump sum price for landscape services at each storm pond as specified below. Prices listed shall be for all services at the specified frequency as described in EXHIBIT D (Task Frequency Schedule).

1. Lump sum price for performing services for the period February 1 to December 31, 2024.

Pond No.	Storm pond	2024 Annual Cost
3	Coal Creek Pkwy SE and Newcastle-Golf Rd. southeast corner	\$
131	SE 93 <sup>rd</sup> St, north side of road	\$
132	SE 93 <sup>rd</sup> St, south side of road	\$
65	Coal Creek Pkwy SE and SE May Valley Rd, west of intersection	\$
41	Coal Creek Pkwy SE and SE May Valley Rd, northeast corner of intersection	\$
73	SE 90 <sup>th</sup> St and 143 <sup>rd</sup> Ave SE, south of intersection	\$
79	SE 80 <sup>th</sup> St, east of Little Rhody park.	\$
70	Newcastle-Golf Club Rd and 155 <sup>th</sup> Ave SE, west of intersection	\$
172	Newcastle Golf Club Rd and 155 <sup>th</sup> Ave SE. western corner of intersection	\$
44	SE 80th Pl, south of road	\$
8	Coal Creek Pkwy SE and SE 84 <sup>th</sup> Way, east of intersection	\$
130	SE 92 <sup>nd</sup> St	\$
69	139 <sup>th</sup> Ave SE	\$
129	138 <sup>th</sup> Ave SE	\$
36	144 <sup>th</sup> PL SE and SE 79 <sup>th</sup> Dr, south of intersection	\$
174	SE 82 <sup>nd</sup> St	\$
Subtotal		\$
C:	Total for Storm Ponds	\$

Contractor Name: \_\_\_\_\_

**BID SUMMARY:**

A:	Total for Parks	\$
B:	Total for Streets/ROW	\$
C:	Total for Storm Ponds	\$
<b>Subtotal (A + B + C)</b>		<b>\$</b>
WSST @ 10.1%		\$
<b>Total Contract Amount (BASE BID)</b>		<b>\$</b>

# **EXHIBIT B**

## **SCOPE OF WORK**

### **GENERAL SPECIFICATIONS**

General and Technical Specifications are additions to, or revisions of, the City's standard contract. In the event of a conflict between the standard contract and the General and Technical Specifications, the General and Technical Specifications shall control.

### **PROJECT SAFETY**

Contractor agrees that in performing the work contained within the Contract, that it will meet all regulations in safety as required by WISHA. Contractor further agrees that it will bring to the attention of the City all conditions on the job site or contained within the specifications which appear to be in violation of the provisions of said Act. Contractor further agrees that it will include within all subcontracts or contracts of purchase of materials, provisions requiring said supplier or subcontractors to meet WISHA standards. All materials, components, bidders design elements of said contract will be reviewed and an affirmative determination made by the Contractor that they meet the requirements of WISHA.

### **HAZARDOUS CHEMICAL INVENTORY**

The Contractor shall comply with the requirements of the HAZARD COMMUNICATION STANDARD, Washington Administrative Code 296-62-054 through 05425 and shall be required to inform the City of all hazardous substances which are to be used on the City property and to which other personnel may be exposed under normal conditions of use or association or foreseeable emergency (Statutory authority RCW 49.17.040 and 49.17.050). All such substances contemplated for use by a party to the Contract shall be communicated in writing to the Project Manager no later than five (5) days before work is to begin. Such writing shall identify the substance(s) by their common trade or generic chemical names whether they are present singly or in combination with other substances and the quantities to be used. The City may request written information from the Contractor about the substance(s), usually in the form of a Material Safety Data Sheet (MSDS) for which the City does not have any previous information. Nothing in this section shall be construed so as to relieve the Contractor of liability for the use, transport, storage or application of a hazardous substance. The City shall provide the Contractor, upon its request, a current listing of substances known to be present on the City property for the work site concerned and to which the Contractor's employees may reasonably be exposed. The City assumes no liability for any effects of such exposure.

## DISPOSAL

The contractor shall be responsible for the disposal of all debris. No separate payment will be made for disposal or testing of material. The Contractor's bid item prices shall include all disposal costs associated with the work. Storage of debris on City property shall not be allowed.

Contractor shall dispose of the sediment in accordance with Department of Ecology requirements. No decant will be pumped or drained back into the catch basin or storm system. No decant will be drained into the sanitary sewer system. The Contractor shall obtain any necessary permits or licenses required to perform these services.

## ILLICIT DISCHARGE DETECTION

The Contractor shall be trained in illicit discharge detection and spill response, to include identification of hazardous materials in the drainage system, reporting of discharges found and proper cleanup and disposal of hazardous materials. Records of Illicit Discharge Training shall be provided to the City upon request.

### 1.0 - General

- 1.1 The Contractor shall furnish all labor, tools, specialized equipment, materials, and disposal of waste material generated by the work, supervision and transportation to perform landscape maintenance services as specifically outlined in the Annual Maintenance Standards.
- 1.2 The Contractor will ensure that employees comply with all applicable City of Newcastle and Washington State regulations and practices with respect to work performed for the City of Newcastle.
- 1.3 The Contract Administrator or appointed designee will inspect work performed by the Contractor on a regular basis. In the event of work performance deficiencies, the Contract Administrator will notify the Contractor. Notification may be verbal or written. The City may choose to: **Require the Contractor to rectify the deficiency within 48 hours, or hold payment.**
- 1.4 Equipment intensive work such as mowing, edging and blowing done at this site shall not commence before 7:00 AM and end on 8:00 PM on weekdays, (weekend work not allowed without prior approval) and it is advisable that mowing be performed during non-peak park use.
- 1.5 Report any damage, or potential hazard, involving City property immediately to the City of Newcastle Public Works Department, (425) 649-4444. After hours emergencies should be reported to the Police/Fire Communications Center - 911.

- 1.6 Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or protect public from injury. It is the Contractor's responsibility to provide close supervision of maintenance operations and management of the site.
- 1.7 Incidents, altercations, or accident involving the public shall be reported to the Contract Administrator within 24 hours. The Contract Administrator, at his or her discretion, may require a written report from the Contractor describing the incident or accident.
- 1.8 The Contractor, at his or her expense, will remedy any damage to City structures or plant material due to Contractor negligence in a timely manner.
- 1.9 The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.
- 1.10 The vendor shall provide proof of State of Washington, Department of Agriculture, and Pesticide Certifications for each employee that will apply pesticides (upon award of contract.)
- 1.11 Incidents, altercations, or accidents involving facility visitors, vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.
- 1.12 The contractor will send in writing a weekly list of all work performed the previous week. List will include all areas maintained, description of work performed, and quantities, type and locations of any supplies used.

## **2.0 Schedule**

- 2.1 Schedule to be submitted. **Within ten working days of the effective date of this agreement, the contractor shall submit for the city's approval, a schedule indicating which day(s) of the week work will be performed on a regular basis.** Contractor shall designate which holidays it will observe and indicate all schedule modifications if holiday falls on a regular scheduled day. Should the contractor need to modify the schedule as submitted, the contractor shall give not less than seven (7) calendar days written notice to the city of any changes.
- 2.2 **Schedule Restrictions.** The contractor shall not perform work activities before 7:00 AM or later than 5:00 PM. No weekend work shall be permitted unless approved by the City in advance.
- 2.3 **Regularly-Scheduled Maintenance.** Contractor shall complete regularly-scheduled maintenance of the parks & Right of Way in accordance with the Task Frequency Schedule (EXHIBIT B-1) and according to the schedule submitted as required by Section 2.1.
- 2.4 **Schedule Variance.** The CONTRACTOR assumes the risk of all conditions foreseen or unforeseen and agrees to continue to perform the work described in this contract without additional compensation under its regular schedule as provided to the CITY. Specifically,

additional debris caused by excessive rainfall or winds shall not give rise to a claim for additional compensation or allow substantial variance from the schedule.

### **3.0 - Mowing / Fertilization**

- 3.1 All lawn areas shall be maintained to a height of 2 to 2 ½ inches Additional mowing may be necessary to meet required height. Individual sites not needing mowing due to the absence of irrigation and hot weather without precipitation will have mowing schedules adjusted accordingly by the Maintenance Manager or designee. Collection of grass will be required only when mowing conditions or equipment use results in clumping.
- 3.2 Areas that cannot be successfully cut by mower such as utility poles, fence lines or other objects shall be trimmed using other mechanical means.
- 3.3 Lawn edges bordering sidewalks, walkways, curbs, planting beds and tree wells shall be neatly edged or trimmed.
- 3.4 Lawns shall receive the minimum amount of selection fertilizer needed to promote healthy turf and control broadleaf weeds. In areas that require a moss control agent may be required / applied. The fertilizer shall be suitable for using on recreational lawns. All lawns shall receive the minimum amount of fertilization that will maintain a healthy appearance. **After each application the Contractor shall submit a Fertilizer Application Record (ATTACHMENT 1). Failure to Submit application records may result in a \$500 payment deduction.** The City reserves the right to forego up to two fertilizer applications per year and request a subsequent reduction in the total bid price. Contractor may be required to apply moss control to turf areas when needed.
- 3.5 The vendor shall supply all herbicides, fertilizers, chemicals, and the like for servicing the facilities as scheduled.
- 3.6 The vendor shall supply all necessary data and meet requirements to comply with the State Chemical Hazard Right to Know Act.
- 3.7 Where appropriate, it is expected that the Contractor will provide proper posting of areas after application of chemicals to restrict pedestrian traffic. The most environmentally sound chemicals shall be used to the greatest extent possible.
- 3.8 Within Lake Boren Park, all rough areas, as defined by EXHIBIT B-2, Rough Mowing Area Lake Boren, shall be mowed according to scheduled frequency contained in EXHIBIT B-1 to a height of 4" to 6".
- 3.9 Storm ponds shall be mowed according to frequency contained in EXHIBIT B-1 to a height of 3-4".

### **4.0 – Trimming**

- 4.1 Decorative grasses shall be cut down to a height of 6" during the first week of September (Coal Creek Parkway SE and Newcastle Way sites.)

- 4.2 Ground covers shall be trimmed at the edge of hard surfaces, (sidewalks and curbs) and beds are and shall be trimmed to prevent encroachment into shrubs, trees, and utility vaults.
- 4.3 All encroaching, neighboring vegetation, including brush, trees, and shrubs, shall be kept trimmed from walkways and maintained areas.
- 4.4 Within storm ponds, all vegetation shall be removed within 10" of any inlets, outlets, flow control structures, spillways, and all other structures this excludes grass or other ground cover.

## **5.0 – Pruning (Trees & Shrubs)**

- 5.1 Tree suckers and volunteer seedlings shall be removed.
- 5.2 **Parks & ROW Sidewalks Only:** All trees shall be pruned to remove singular broken branches and for clearance of pedestrians. If such pruning will result in stubbing the branch, pruning shall be flush with branch collar.
- 5.3 Singular branches, which are hanging below the overall tree canopy and are an impediment to pedestrian traffic or maintenance activities, may be pruned back to the first lateral.
- 5.4 Trees which require minor clearance pruning shall be pruned to the closest lateral or, if such pruning will result in stubbing the branch, pruning shall be flush with branch collar.
- 5.5 The Contractor shall be responsible for notifying the Infrastructure Maintenance Manager or designee of any significant tree hazards including, but not limited to dead native and ornamental trees, broken limbs, disease, and insect infestations.
- 5.6 **Contiguous pruning of ornamental trees for pedestrian, vehicular traffic or maintenance activities are included in this agreement.**
- 5.7 Shrubs shall be trimmed or sheared to maintain desired shape and function as needed to provide a neat, trim appearance.

## **6.0 - Weeding / Raking**

- 6.1 **Bed areas shall be kept in weed free condition at all times.** All debris in beds shall be removed.
- 6.2 Mulch in beds areas shall maintain a groomed appearance.
- 6.3 Beds may receive a **City-approved** pre-emergent herbicide according to a frequency schedule (EXHIBIT B-1) and in accordance with the manufacturer's recommendations.

- 6.4 After each herbicide application the Contractor shall submit a Fertilizer Application Record (ATTACHMENT 1) Failure to Submit application records may result in a \$500 payment deduction.**
- 6.5 Any damage to desirable plant material due to Contractor negligence or misuse of pesticides shall be remedied by the Contractor, at the Contractor's expense, in a timely manner.
- 6.7 Tree wells shall be kept in a weed free condition at all times.
- 6.8 The City reserves the right to limit the use of specific herbicides and applications of herbicides. Casoron, pre-emergent may be used with the approval of the Maintenance Manager or designee and only in limited areas. The Contractor, at the Contractor's expense, shall remedy any damage to desirable plant material due to Contractor negligence or misuse of pesticides in a timely manner.

## **7.0 - Blowing , Cleanup & Trash Removal**

- 7.1 The entrance drive, parking area, sidewalks, curbs, basketball courts, tennis courts and other hard surfaces shall be kept free of leaves, litter and debris. The use of power blowers is acceptable; however, accumulations of debris must be removed from the site, legally disposed of, and not blown onto adjacent property or onto street surfaces.
- 7.2 All vegetation in sidewalks, curbs and other hard surfaces shall receive an approved herbicide application and be removed at the next site visit. In no case shall any pre or post-emergent herbicides with residual characteristics (i.e. Casoron) be used in these areas.
- 7.3 All litter shall be removed from turf, beds, natural areas and hard surfaces. The Contractor shall remove litter from the site for disposal.

## **8.0 - Leaf Removal**

- 8.1 Leaves shall be removed from all maintained areas, including turf, beds, rough mowed areas and hard surfaces. The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent surfaces. Leaves may be blown back into adjacent natural areas; large accumulations shall be removed from the site.
- 8.2 Windfall branches and debris shall be removed from all maintained areas for disposal by the Contractor. Wind fallen trees are included in this Agreement.

## **9.0 – Irrigation**

### **Startup**

- 9.1 Startup date shall be determined by the Infrastructure Maintenance Manager. Telephone contact shall be followed by a letter of irrigation start-up sent to the Contractor, at which point the Contractor shall begin system start-up procedure within ten working days.



- 9.2 The Contractor shall submit ATTACHMENT 2, Proposed Irrigation Schedule, before irrigation systems are turned on. The Maintenance Manager or designee will review and notify Contractor in writing if the schedule is approved. Failure to Submit application records may result in a \$500 payment deduction.**
- 9.3** Pressurize system, check for leaks, broken heads, and other deficiencies. **The Contractor shall submit ATTACHMENT 3, Irrigation Repair & Status, including status and/or repair requirements to the Maintenance Manager or designee for approval of work five working days after system start-up. Failure to Submit ATTACHMENT 3 may result in a \$500 payment deduction.** The City, at its discretion, may make necessary repairs or agree to compensate the Contractor for such repairs. Contractor shall make every effort to repair system within 48 hours. In no case shall a defective / leaking system be permitted to operate. It is permissible to temporarily isolate defect until repairs can be completed in a timely manner.
- 9.4** Set controller to operate system in accordance with the approved watering Schedule (ATTACHMENT 2). Automatic systems shall be programmed to operate only between 11:00 PM and 4:30 AM (Exceptions will be allowed for Lake Boren Park)
- 9.5** Station operation time shall be limited to 15 minutes for spray heads and 20 minutes for impact/stream heads. More than one start time per night is permissible.
- 9.6** The Contractor shall be required to regulate water management with frequent monitoring and controller adjustments
- 9.7** The Contractor will not be held responsible for water supply related problems including but not limited to voluntary or mandatory water conservation, unanticipated water supply interruption, or causes beyond the control of the Contractor or the City

#### **10.0 - Test Irrigation Operations**

- 10.1** A two-minute test of each station shall be conducted once a month from June through September. The Contractor shall submit an Irrigation Status & Repair Form, ATTACHMENT 3, no later than the 10<sup>th</sup> day of each applicable month. **Failure to Submit ATTACHMENT 3 may result in a \$500 payment deduction.**

#### **11.0 - Irrigation Winterization**

- 11.1** System winterization (date to be determined by Infrastructure Maintenance Manager) is included in this Agreement and shall include the following:
- 1) Shut off water supply at main valve.
  - 2) Drain double-check valve.
  - 3) Connect compressor at quick coupler and blow water out of lateral lines.
  - 4) Deliver all batteries to the City Manager or designee.

# EXHIBIT B-1

## TASK FREQUENCY

**NOTE:** Task will be completed no more than once per calendar week of each month

<i>Location: Donegal Park</i> <b>123rd Ave &amp; SE 74th St</b> <b>Newcastle, WA 98056</b>											
TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing		4	4	4	4	4	4	4	3	2	
Trimming		4	4	4	4	4	4	4	3	2	
Fertilize		1		1		1			1		
Herbicide Applications	1		1		1		1		1		
Weed & Rake Flower Beds	1	4	4	4	4	4	4	4	3	2	2
Pruning (Trees & Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	4
Sweeping / Blowing Cleanup	1	4	4	4	4	4	4	4	4	4	4
Irrigation Startup											
Test Irrigations Operations											
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>3</b>	<b>20</b>	<b>19</b>	<b>20</b>	<b>17</b>	<b>18</b>	<b>17</b>	<b>17</b>	<b>20</b>	<b>15</b>	<b>10</b>

<i>Location: Ballybunion Park</i> <b>8200 150th AVE SE</b> <b>Newcastle, WA 98059</b>											
TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing		4	4	4	4	4	4	4	3	2	
Trimming		4	4	4	4	4	4	4	3	2	
Fertilize		1		1		1			1		
Herbicide Applications	1		1		1		1		1		
Weed & Rake Flower Beds	1	4	4	4	4	4	4	4	3	3	2
Pruning (Trees & Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	4
Sweeping / Blowing Cleanup	1	4	4	4	4	4	4	4	4	4	4
Irrigation Startup											
Test Irrigations Operations											
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>3</b>	<b>20</b>	<b>19</b>	<b>20</b>	<b>17</b>	<b>18</b>	<b>17</b>	<b>17</b>	<b>20</b>	<b>16</b>	<b>10</b>

Location: **China Creek Park**  
**SE 79th Dr & 144th Ave SE**  
**Newcastle, WA 98059**

TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing		4	4	4	4	4	4	4	3	2	
Trimming		4	4	4	4	4	4	4	3	2	
Fertilize		1		1		1			1		
Herbicide Applications	1		1		1		1		1		
Weed & Rake Flower Beds	1	4	4	4	4	4	4	4	3	3	2
Pruning (Trees & Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	4
Sweeping / Blowing Cleanup	1	4	4	4	4	4	4	4	4	4	4
Irrigation Startup											
Test Irrigations Operations											
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>3</b>	<b>20</b>	<b>19</b>	<b>20</b>	<b>17</b>	<b>18</b>	<b>17</b>	<b>17</b>	<b>20</b>	<b>16</b>	<b>10</b>

Location: **China Falls Park**  
**7405 137 PL SE PI**  
**Newcastle, WA 98059**

TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing		4	4	4	4	4	4	4	3	2	
Trimming		4	4	4	4	4	4	4	3	2	
Fertilize		1		1		1			1		
Herbicide Applications	1		1		1		1		1		
Weed & Rake Flower Beds	1	4	4	4	4	4	4	4	3	3	2
Pruning (Trees & Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	4
Sweeping / Blowing Cleanup	1	4	4	4	4	4	4	4	4	4	4
Irrigation Startup											
Test Irrigations Operations											
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>3</b>	<b>20</b>	<b>19</b>	<b>20</b>	<b>17</b>	<b>18</b>	<b>17</b>	<b>17</b>	<b>20</b>	<b>16</b>	<b>10</b>

Location: **Forest View Park**  
**14354 SE 92nd St**  
**Newcastle, WA 98059**

TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing		4	4	4	4	4	4	4	3	2	
Trimming		4	4	4	4	4	4	4	3	2	
Fertilize		1		1		1			1		
Herbicide Applications	1		1		1		1		1		
Weed & Rake Flower Beds	1	4	4	4	4	4	4	4	3	2	
Pruning (Trees & Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	4
Sweeping / Blowing Cleanup	1	4	4	4	4	4	4	4	4	4	4
Irrigation Startup											
Test Irrigations Operations											
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>3</b>	<b>20</b>	<b>19</b>	<b>20</b>	<b>17</b>	<b>18</b>	<b>17</b>	<b>17</b>	<b>20</b>	<b>15</b>	<b>8</b>

Location: **Gleneagles Park**  
**8230 154th Ave SE**  
**Newcastle, WA 98059**

TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing		4	4	4	4	4	4	4	3	2	
Trimming		4	4	4	4	4	4	4	3	2	
Fertilize		1		1		1			1		
Herbicide Applications	1		1		1		1		1		
Weed & Rake Flower Beds	1	4	4	4	4	4	4	4	3	3	
Pruning (Trees & Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	4
Sweeping / Blowing Cleanup	1	4	4	4	4	4	4	4	4	4	4
Irrigation Startup											
Test Irrigations Operations											
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>3</b>	<b>20</b>	<b>19</b>	<b>20</b>	<b>17</b>	<b>18</b>	<b>17</b>	<b>17</b>	<b>20</b>	<b>16</b>	<b>8</b>

Location: **Heritage Morgan Park**  
**13900 SE 88th PI**  
**Newcastle, WA 98059**

TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing		4	4	4	4	4	4	4	3	2	
Trimming		4	4	4	4	4	4	4	3	2	
Fertilize		1		1		1			1		
Herbicide Applications	1		1		1		1		1		
Weed & Rake Flower Beds	1	4	4	4	4	4	4	4	3	3	2
Pruning (Trees & Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	4
Sweeping / Blowing Cleanup	1	4	4	4	4	4	4	4	4	4	4
Irrigation Startup											
Test Irrigations Operations											
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>3</b>	<b>24</b>	<b>19</b>	<b>20</b>	<b>17</b>	<b>18</b>	<b>17</b>	<b>17</b>	<b>20</b>	<b>16</b>	<b>10</b>

Location: **Highlands Park**  
**9100 140th Ave SE**  
**Newcastle, WA 98059**

TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing		4	4	4	4	4	4	4	3	2	
Trimming		4	4	4	4	4	4	4	3	2	
Fertilize		1		1		1			1		
Herbicide Applications	1		1		1		1		1		
Weed & Rake Flower Beds	1	4	4	4	4	4	4	4	3	3	2
Pruning (Trees & Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	4
Sweeping / Blowing Cleanup	1	4	4	4	4	4	4	4	4	4	4
Irrigation Startup											
Test Irrigations Operations											
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>3</b>	<b>20</b>	<b>19</b>	<b>20</b>	<b>17</b>	<b>18</b>	<b>17</b>	<b>17</b>	<b>20</b>	<b>16</b>	<b>10</b>

Location: **Lake Boren Park**  
**13100 SE 84th Way**  
**Newcastle, WA 98056**

TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing		4	4	4	4	4	4	4	3	2	
Mowing Rough Area		4	4	4	2	2	2	2	2	1	
Trimming			4	4	4	4	4	4	3	2	
Fertilize		1		1		1			1		
Herbicide Applications	1		1		1		1		1		
Weed & Rake Flower Beds	1	4	4	4	4	4	4	4	3	3	2
Pruning (Trees & Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	4
Sweeping / Blowing Cleanup	1	4	4	4	4	4	4	4	4	4	4
Irrigation Startup											
Test Irrigations Operations											
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>3</b>	<b>20</b>	<b>23</b>	<b>24</b>	<b>19</b>	<b>20</b>	<b>19</b>	<b>19</b>	<b>22</b>	<b>17</b>	<b>10</b>

Location: **Madison Lane Park (Park A)**  
**6900 115th Court SE**  
**Newcastle, WA 98056**

TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing		4	4	4	4	4	4	4	3	2	
Trimming		4	4	4	4	4	4	4	3	2	
Fertilize		1		1		1			1		
Herbicide Applications	1		1		1		1		1		
Weed & Rake Flower Beds	1	4	4	4	4	4	4	4	3	3	2
Pruning (Trees & Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	4
Sweeping / Blowing Cleanup	1	4	4	4	4	4	4	4	4	4	4
Irrigation Startup											
Test Irrigations Operations				1	1	1	1	1			
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>3</b>	<b>20</b>	<b>19</b>	<b>21</b>	<b>18</b>	<b>19</b>	<b>18</b>	<b>18</b>	<b>20</b>	<b>16</b>	<b>10</b>

Location: **Madison Lane Park (Park B)**  
**7021 115th Court SE**  
**Newcastle, WA 98056**

TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing		4	4	4	4	4	4	4	3	2	
Trimming		4	4	4	4	4	4	4	3	2	
Fertilize		1		1		1			1		
Herbicide Applications	1		1		1		1		1		
Weed & Rake Flower Beds	1	4	4	4	4	4	4	4	3	3	2
Pruning (Trees & Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	4
Sweeping / Blowing Cleanup	1	4	4	4	4	4	4	4	4	4	4
Irrigation Startup											
Test Irrigations Operations				1	1	1	1	1			
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>3</b>	<b>20</b>	<b>19</b>	<b>21</b>	<b>18</b>	<b>19</b>	<b>18</b>	<b>18</b>	<b>20</b>	<b>16</b>	<b>10</b>

Location: **Tralee Park**  
**7825 155th Ave SE**  
**Newcastle, WA 98056**

TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing		4	4	4	4	4	4	4	3	2	
Trimming		4	4	4	4	4	4	4	3	2	
Fertilize		1		1		1			1		
Herbicide Applications	1		1		1		1		1		
Weed & Rake Beds / Playgrounds	1	4	4	4	4	4	4	4	3	3	2
Pruning (Trees & Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	4
Sweeping / Blowing Cleanup	1	4	4	4	4	4	4	4	4	4	4
Irrigation Startup											
Test Irrigations Operations				1	1	1	1	1			
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>3</b>	<b>20</b>	<b>19</b>	<b>21</b>	<b>18</b>	<b>19</b>	<b>18</b>	<b>18</b>	<b>20</b>	<b>16</b>	<b>10</b>

Location: **Little Rhody Park**  
**11300 BLK of SE 80th St**  
**Newcastle, WA 98056**

TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Trimming		4	4	4	4	4	4	4	3	2	
Fertilize		1		1		1			1		
Herbiced Applications	1		1		1		1		1		
Weed & Rake Beds / Playgrounds	1	4	4	4	4	4	4	4	3	3	
Pruning (Trees & Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	3
Sweeping / Blowing Cleanup	1	4	4	4	4	4	4	4	4	4	4
Irrigation Startup				1							
Test Irrigations Operations					1	1	1	1			
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>3</b>	<b>16</b>	<b>15</b>	<b>17</b>	<b>14</b>	<b>15</b>	<b>14</b>	<b>14</b>	<b>17</b>	<b>14</b>	<b>7</b>

**Area Numbers 1, 2, & 3**Location: **Coal Creek Parkway SE****Newcastle Way to SE 95th Way**

TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Trimming		2	2	2	2	2	2	2	2	2	
Fertilize		1		1		1		1			
Herbiced Applications	1		1		1		1		1		
Weed & Rake Beds / Playgrounds		2	2	2	2	2	2	2	2	2	
Pruning (Trees & Shrubs)	1			1		1		1		1	
Leaf & Debris Removal	4			4					4	4	3
Sweeping / Blowing Cleanup	4		4	4	4	4	4	4	4	4	3
Irrigation Startup			1								
Test Irrigations Operations				1	1	1	1	1			
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>10</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>10</b>	<b>11</b>	<b>10</b>	<b>11</b>	<b>14</b>	<b>13</b>	<b>6</b>

**Area Number 4**Location: **Newcastle Way****Powerline east of 128th Ave SE to 116th Ave SE;***Exclude area between 119th PI SE and 116th Ave SE on south side of street.*

TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing			2	2	2	2	2	2	2		
Trimming		2	2	2	2	2	2	2	2	2	
Herbiced Applications (planter beds only)	1		1		1		1		1		
Weed & Rake Beds	1	2	2	2	2	2	2	2	2	2	
Pruning (Trees, Shrubs and Grass)		1		1		1		1		1	
Leaf & Debris Removal		0	2	2					2	0	0
<b>Total task per month</b>	<b>2</b>	<b>5</b>	<b>9</b>	<b>9</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>9</b>	<b>5</b>	<b>0</b>

**Area Number 5**Location: **Newcastle Way****129th Ave SE to 132nd PI SE**

TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing			2	2	2	2	2	2	2		
Trimming		2	2	2	2	2	2	2	2	2	
Fertilize		1		1		1		1			
Herbiced Applications	1		1		1		1		1		
Weed & Rake Beds / Playgrounds	1	2	2	2	2	2	2	2	2	2	
Pruning (Trees & Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	2
Sweeping / Blowing Cleanup	1	2	2	2	2	2	2	2	2	2	2
Irrigation Startup			1								
Test Irrigations Operations				1	1	1	1	1			
Winterize Irrigation System									1		
<b>Total task per month</b>	<b>3</b>	<b>10</b>	<b>12</b>	<b>13</b>	<b>10</b>	<b>11</b>	<b>10</b>	<b>11</b>	<b>14</b>	<b>11</b>	<b>4</b>

<b>Area Number 6</b>											
<i>Location: 116th Ave SE</i>											
<b>SE 73rd to SE May Creek Pk Dr - east side only</b>											
TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Trimming		2	2	2	2	2	2	2	2	2	
Herbiced Applications (planter beds only)	1		1		1		1		1		
Weed & Rake Beds	1	2	2	2	2	2	2	2	2	2	2
Pruning (Trees and Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	2
Sweeping / Blowing Cleanup	1	2	2	2	2	2	2	2	2	2	2
<b>Total task per month</b>	<b>3</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>11</b>	<b>11</b>	<b>6</b>

<b>Area Number 7</b>											
<i>Location: Newcastle Way</i>											
<b>112th Ave SE to 114th Ave SE; Only landscaped areas on south side of road</b>											
TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Trimming		2	2	2	2	2	2	2	2	2	
Fertilize		1		1		1			1		
Herbicide Applications	1		1		1	1	1	1	1		
Weed & Rake Flower Beds	1	2	2	2	2	2	2	2	2	2	2
Pruning (Trees & Shrubs)				1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	2
Sweeping / Blowing Cleanup	1	2	2	2	2	2	2	2	2	2	2
<b>Total task per month</b>	<b>3</b>	<b>9</b>	<b>9</b>	<b>10</b>	<b>7</b>	<b>9</b>	<b>7</b>	<b>8</b>	<b>12</b>	<b>11</b>	<b>6</b>

<b>Area Number 8</b>											
<i>Location: SE May Creek Park Dr</i>											
<b>Coal Creek Parkway SE to 121st Ave SE;</b>											
<i>Exclude landscape areas adjacent to Eden church and Eden Grove subdivision</i>											
TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Trimming		2	2	2	2	2	2	2	2	2	
Herbiced Applications (planter beds only)	1		1		1		1		1		
Weed & Rake Beds	1	2	2	2	2	2	2	2	2	2	2
Pruning (Trees and Shrubs)		1		1		1		1		1	
Leaf & Debris Removal		2	2	2					4	4	2
Sweeping / Blowing Cleanup	1	2	2	2	2	2	2	2	2	2	2
<b>Total task per month</b>	<b>3</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>11</b>	<b>11</b>	<b>6</b>

<b>Area Number 9</b>											
<i>Location: Newcastle-Golf Club Road</i>											
<b>From 136th Ave SE to 155th Ave SE; Exclude frontage of YMCA and Notch apartments</b>											
TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing				1		1		1			
Trimming				1		1		1			
Sweeping / Blowing Cleanup				1		1		1			
<b>Total task per month</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Area Number 10</b>											
<i>Location: 136th Ave SE</i>											
<b>From 144th PI SE to Newcastle-Golf Club Rd; Exclude frontage of Beit Tikvah Messianic Congregation</b>											
TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing				1		1		1			
Trimming				1		1		1			
Sweeping / Blowing Cleanup				1		1		1			
<b>Total task per month</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>



<b>Area Number 11</b>											
<i>Location: 144th PI SE</i>											
<b>From 136th Ave SE to SE 87th St</b>											
TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing				1		1		1			
Trimming				1		1		1			
Sweeping / Blowing Cleanup				1		1		1			
<b>Total task per month</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Area Number 12</b>											
<i>Location: SE May Creek Park Dr</i>											
<b>From 116th Ave Se to 117th Ave SE;</b>											
<i>Only landscaped areas on north side of road between sidewalk and curb and between sidewalk and fence</i>											
TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing				1		1		1			
Trimming				1		1		1			
Sweeping / Blowing Cleanup				1		1		1			
<b>Total task per month</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>

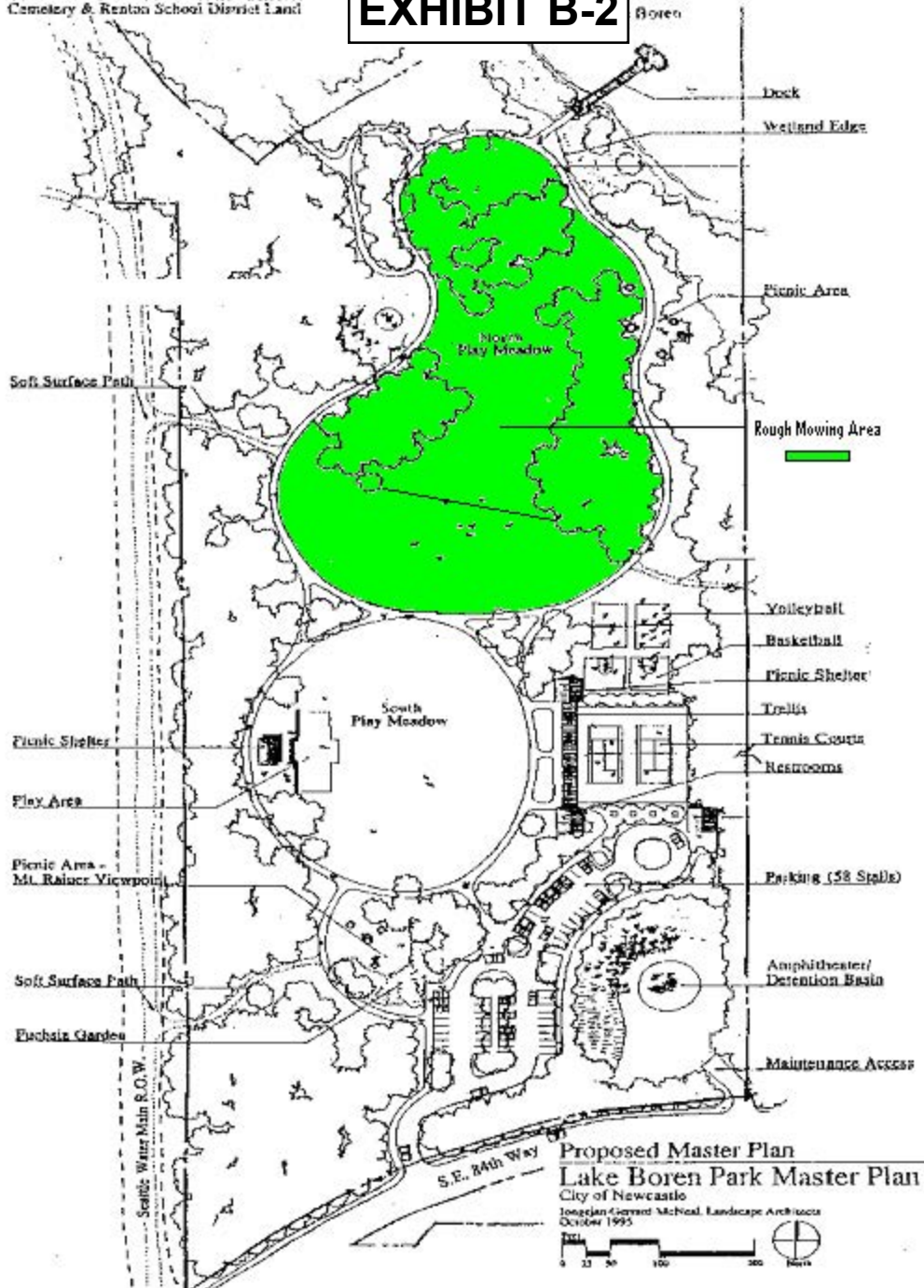
<b>Area Number 13</b>											
<i>Location: Lake Washington Boulevard SE</i>											
<b>From 112th Ave SE to SE 73rd St</b>											
TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing				1		1		1			
Trimming				1		1		1			
Sweeping / Blowing Cleanup				1		1		1			
<b>Total task per month</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>A Ponds. 3, 8, 41, 65</b>											
<i>Location: Varies (See Exhibit E)</i>											
TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing				1		1		1			
Trimming				1		1		1			
<b>Total task per month</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>B Ponds. 36, 40, 44, 69, 70, 73, 79, 129, 130, 131, 132, 172, 174</b>											
<i>Location: Varies (See Exhibit E)</i>											
TASK TO BE COMPLETED	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing						1					
Trimming						1					
<b>Total task per month</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# EXHIBIT B-2

Boren



## Proposed Master Plan Lake Boren Park Master Plan Update

City of Newcastle  
Joergeson Garrett McNeil Landscape Architects  
October 1995



**EXHIBIT B-3**  
**CONTRACTOR SUBMITTAL DOCUMENTS**

- **Attachment 1 - Fertilizer Application Record**
- **Attachment 2 - Irrigation Schedule**
- **Attachment 3 - Irrigation Repair & Status**

**ATTACHMENT 1**

Fertilizer Application Record

Date of Application: \_\_\_\_\_ Start Time: \_\_\_\_\_  
End Time: \_\_\_\_\_

Park (or other location): \_\_\_\_\_

Specific area treated: \_\_\_\_\_

Total Area Treated (acre, sq. ft., etc.): \_\_\_\_\_

Applicators Name: \_\_\_\_\_

Firm Name (if applicable): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Application Information

Full Product Name	NPK Ratio	Total Amount of Fertilizer Applied	Fertilizer Applied per 1,000 sq. feet

Weather conditions: \_\_\_\_\_

Miscellaneous information: \_\_\_\_\_





# EXHIBIT C

## SAMPLE CONTRACT

### CITY OF NEWCASTLE MAINTENANCE CONTRACT

Between: City of Newcastle and \_\_\_\_\_  
Project: \_\_\_\_\_  
Commencing: \_\_\_\_\_  
Terminating: \_\_\_\_\_  
Amount: \_\_\_\_\_

**THIS AGREEMENT** is made and entered on by and between the **CITY OF NEWCASTLE**, a Washington municipal corporation (the "City") and \_\_\_\_\_, (the "Contractor").

**NOW THEREFORE**, in consideration of the terms and conditions contained in this contract ("Contract"), the parties covenant and agree as follows:

**1. Scope of Work to be Accomplished.** The Contractor shall obtain all permits and/or approvals, do all the work, including all construction and services, and furnish all labor, tools, materials and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the maintenance of \_\_\_\_\_. The Contractor shall perform the work in accordance with and as described in the specifications set forth in Exhibit B, attached hereto and incorporated herein by reference. The Contractor shall perform any alterations in or additions to the work as provided under this Contract. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, unless otherwise specified in the attached specifications.

**2. Contract Documents.** The contract between the parties includes this Contract, along with the following documents, which are attached hereto and incorporated by reference, and which shall be referred to as the "Contract Documents":

- 2.1 Attached Price List/Bid Submitted (Exhibit A);
- 2.2 Scope of Work (Exhibit B);
- 2.3 Taxpayer Identification (Exhibit C);
- 2.4 WA ST Prevailing Wage Rates (Exhibit D);
- 2.5 Special Provisions - Insurance Specifications (Exhibit E)
- 2.6 Standard Specifications (Exhibit F - if any, attach, if not, delete)

**3. City Responsibility/Contract Price& Payment.**

3.1 The City agrees to retain the Contractor to provide the materials to do and cause to be done the above described work and to complete and finish the same according to the attached Scope of Work, and the terms and conditions contained in this Contract.

3.2 The City agrees to pay the Contractor for the actual work completed. Rates shall be based upon the attached Price List (Exhibit A). Payments shall be made by the City to the Contractor based on month-end billings. The City shall pay the Contractor for services rendered within thirty days after receipt of a billing voucher.

3.3 The total amount to be paid by the City for the completion of the work under this Contract (the "Contract Price") is \_\_\_\_\_ (\$ \_\_\_\_\_), plus Washington State sales tax of \_\_\_\_\_ (\$ \_\_\_\_\_) for a total Project cost of \_\_\_\_\_ (\$ \_\_\_\_\_). The Contract Price includes all costs (direct and indirect) associated with the work, including but not limited to, labor, materials, overhead, administrative and permit and regulatory costs, unless otherwise agreed to in writing.

3.4 The CONTRACTOR shall complete and return Exhibit C, Taxpayer Identification Number, to the CITY prior to or along with the first billing voucher submittal. **Within the invoice shall be a narrative review with specific projects and dates of work performed of the past month's activities, for which the invoice serves.**

#### **4. Warranties/Guaranty.**

4.1 The Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, in writing by the City, may be considered defective and must be corrected consistent with Section 5 of this Contract.

4.2 The Contractor for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract Documents within a period of two years after its acceptance thereof by the City.

4.3 The Contractor represents that Contractor is fully experienced and possesses all of the necessary expertise for performance of all work specified herein, and hereby guarantees that all of the work, materials or equipment furnished by him/her under the Contract Documents will fully meet all requirements for quality of workmanship, materials, strength, and any and all other requirements whatsoever prescribed in the Contract Documents.



4.5 The Contractor also shall guarantee that when put into service and with such attendance and care as is ordinarily given to work, structures or equipment of the classes covered by the Contract, all parts of the said work, structures or equipment furnished or constructed by him will perform their intended functions successfully and satisfactorily.

**5. Defective or Unauthorized Work.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct and modify the required work to comply with requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract Documents. If the Contractor is unable, for any reason, to satisfactorily complete any portion of work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum Contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

**6. Prevailing Wages.** The Contractor shall pay prevailing wages as required and shall comply with Chapters 39.12 and 49.28 RCW. Prior to beginning work under this Contract, the Contractor shall submit -- on behalf of itself and each and every Sub-Contractor -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries. Refer to Exhibit D for rates. Following the final acceptance of the work, the Contractor must submit -- on behalf of itself and every Sub-Contractor -- an "Affidavit of Wages Paid" for final payment. Final payments shall be made in accordance with the requirements of Chapter 39.12 RCW.

**7. Job Safety.**

**7.1 Work Site Safety.** Contractor shall take all necessary precaution for the safety of the employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of the workers and the public and shall post danger signs warning against known and unusual hazards.

**7.2 Trench Safety.** All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and 655. Contractor is responsible for providing the competent and registered professional engineer required by WAC 296-155-650 and 655.

**8. Utility Location.** Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of Chapter 19.122 RCW, as may be amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the "one call" system, before commencing any excavation activities.

**9. Change Orders.**

9.1 Change Orders. The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within five (5) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment of the Contract Price. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate and will instruct the Contractor to perform the work. The Contractor shall proceed with the change order work upon receiving the written change order for the work. If the Contractor fails to require a change order within the time frame allowed the Contractor waives its right to make any claim for additional compensation or extension of time related to the changed work, and waives any right to submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

9.2 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any action, direction, instruction, interpretation, or determination by the City, the Contractor shall, within five (5) calendar days of the order or other action of the City, provide a signed written notice of protest to the City that states the date of the protested order or action, the nature and circumstances that caused the protest, the provisions in the Contract that support the protest, the estimated dollar cost, if any, related to the order or action and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption related to the order or action, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested order or action. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the Contract Price or time for completion by an equitable adjustment. Failure to protest as provided in this Paragraph 10 shall be a waiver of any claim for additional compensation or extension of time related to any such order or other action by the City.

9.3 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

9.4 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for Contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

9.5 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or

following procedures as this section provides, the Contractor waives any additional entitlement or claims related to the City's orders or actions, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

**10. Claims.** The Contractor shall give written notice to the City of all claims related to events or conditions other than change orders within five (5) calendar days of the occurrence of the events or observing the conditions giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Paragraph 9.2 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, bring any suit arising from or connected with this Contract within 120 calendar days from the date of the City's final acceptance of the work.

**11. Risk of Loss.** It is understood that the whole of the work under this Contract is to be done at Contractor's risk, and that he/she has familiarized himself/herself with all existing conditions and other contingencies likely to affect the work, and has made his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all lost or damage to material or work which may arise from any cause whatsoever prior to completion.

**12. Indemnification/Hold Harmless.**

12.1 Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

12.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

12.3 The Contractor hereby waives its immunity under Industrial Insurance, Title 51 RCW, for claims of any type brought by any Contractor agent or employee against the City, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this

waiver.

12.4 If a lawsuit arises in respect to this Contract, the Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the City, its elected or appointed officers, officials, employees, agents and volunteers, the Contractor shall pay the same.

12.5 The provisions of this Paragraph shall survive the expiration or termination of this Contract.

**13. Completion Deadline.** The Contractor shall commence work within \_\_\_\_\_ ( ) days after the City issues a written notice to proceed, and shall complete the work within \_\_\_\_\_ ( ) calendar days from the City's issuance of said notice. The time of the beginning, rate of progress and time of completion are essential conditions of this Contract.

**14. Termination.**

14.1 The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

14.1.1. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the work.

14.1.2 The Contractor's failure to complete the work within the time specified in this Contract.

14.1.3 The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.

14.1.4 The Contractor's failure to comply with any federal, state, or local laws, regulations, rules, or ordinances.

14.1.5 The Contractor's filing for bankruptcy or being adjudged bankrupt.

If the City terminates this Contract for good cause, the Contractor shall not receive any further monies due under this Contract until the Contract work is completed.

14.2 The City may terminate this Contract at any time for convenience and without cause by giving to the Contractor ten (10) days written notice of the City's intention to terminate the Contract. In the event of a termination for convenience, payment will be made to the Contractor for work performed through the date of termination for work actually performed and costs reasonably and necessarily incurred in accordance with this Contract. Contractor shall also be entitled to receive an equitable amount for partially completed items of work (in the event of unit price work) and for the return or disposal of materials. Regardless of whether this Contract

is terminated for cause or for convenience, the Contractor shall have no claim against the City for loss of anticipated profits on work not performed by the Contractor. In the event of a termination for cause is found to be improper, it shall be deemed to be a termination for convenience.

**15. Final Payment; Waiver of Claim.** THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME CONTRACTOR REQUESTS FINAL PAYMENT.

**16. Environmental Regulations.**The Contractor shall comply with all applicable federal, state and local environmental statutes, regulations, ordinances and rules, including but not limited to 42 USC 4321 et seq.; 33 USC 1251 et seq.; and Chapters 43.21; 70.74; 70.94; 90.48; 90.58 RCW; and Chapter 197.11 WAC.

**17. Assignment/Delegation.** The Contractor shall not assign this Contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever. If subcontract work is needed, prior to approval by the City, the Contractor must verify that their first tier subcontractors meet the bidder responsibility criteria as set forth in RCW 39.04.350, as may be amended.

**18. Applicable Law; Venue.** This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the City of Newcastle Municipal Code and ordinances of the City of Newcastle. Venue for any action hereunder shall be exclusively in King County Superior Court.

**19. City of Newcastle Business License.** Contractor agrees to obtain a City of Newcastle business license prior to performing any work pursuant to thisContract.

**20. Independent Contractor.** The parties intend that an independent contractor client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.

**21. Non-waiver of Breach.** The failure of the City to insist upon strict performance of any of

the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

**22. Discrimination.** The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

**23. Attorneys Fees.** In the event any action is brought by either party to enforce the terms of this Contract or for breach of this Contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and expert witness fees, costs and disbursements incurred by such party.

**24. Entire Contract.** This Contract, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

**25. Modification.** No modification of this Contract shall be of any force or effect, unless in writing signed by the parties.

**26. Severability.** If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

**27. Notices.** Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

**TO CITY:**

**TO CONTRACTOR:**

\_\_\_\_\_  
City of Newcastle  
12835 Newcastle Way, Suite 200  
Newcastle, WA 98056

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**28. State of Washington Requirements.** Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Contract.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CITY OF NEWCASTLE, WASHINGTON \_\_\_\_\_ (CONTRACTOR)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**PRICING/BID**



**EXHIBIT B**  
**SCOPE OF WORK**

**EXHIBIT C**

CITY OF NEWCASTLE  
City of Newcastle  
12835 Newcastle Way, Suite 200  
Newcastle, WA 98056  
Phone: (425) 649-4444  
Fax: (425) 649-4363

**IMPORTANT**  
:  
**Do Not Ignore  
This Form**

**TAX IDENTIFICATION NUMBER (TIN) REQUEST**

In order for you to receive reimbursement from the City of Newcastle, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete this form and return it to the City of Newcastle within 30 days from the receipt of this form or before or along with the submittal of your first billing voucher/invoice.

Please check the appropriate category:

Corporation       Partnership       Government Agency  
 Individual/Proprietor      Other (please explain) \_\_\_\_\_

Exempt From Backup Withholding (please explain) \_\_\_\_\_

TIN#: -

SS#: --

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

**EXHIBIT D**

**WASHINGTON STATE PREVAILING WAGE RATES**

Please refer to: <https://fortress.wa.gov/Ini/wagelookup/prvWagelookup.aspx>

## EXHIBIT E - INSURANCE SPECIFICATIONS

**1.1 Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The Contractor shall not begin work under the Contract or under any special condition until all required insurances have been obtained and until such insurances have been approved by the City.

**1.2 No Limitation.** Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**1.3 Minimum Scope of Insurance.** Contractor shall obtain insurance of the types described below:

1.3.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

1.3.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

1.3.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**1.4 Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:

1.4.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

1.4.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

**1.5. Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

**1.6 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**1.7 Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Contractor before commencement of the work. The City will make no progress payments until the Contractor has fully complied with these Insurance Specifications. This remedy is not exclusive and the City may take such other action as is available under the other provisions of this contract, or otherwise in law.

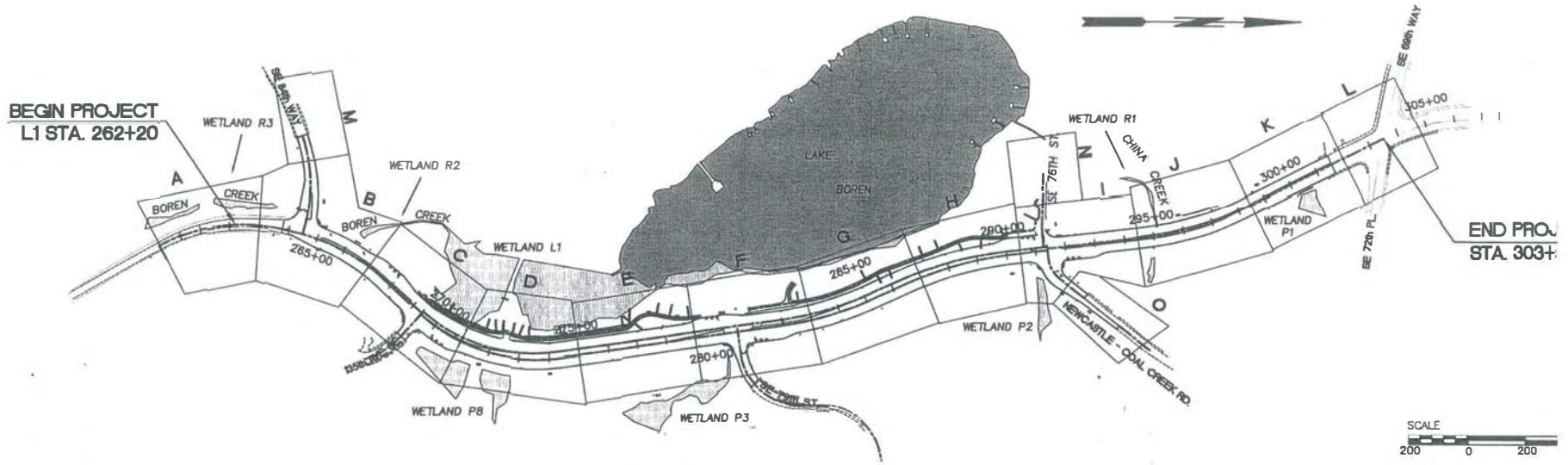
**1.8 Subcontractors.** The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

**1.9 Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

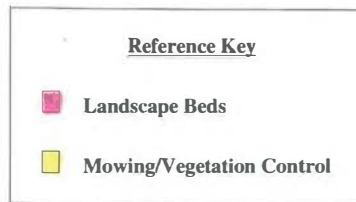
**1.10 Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

# EXHIBIT D

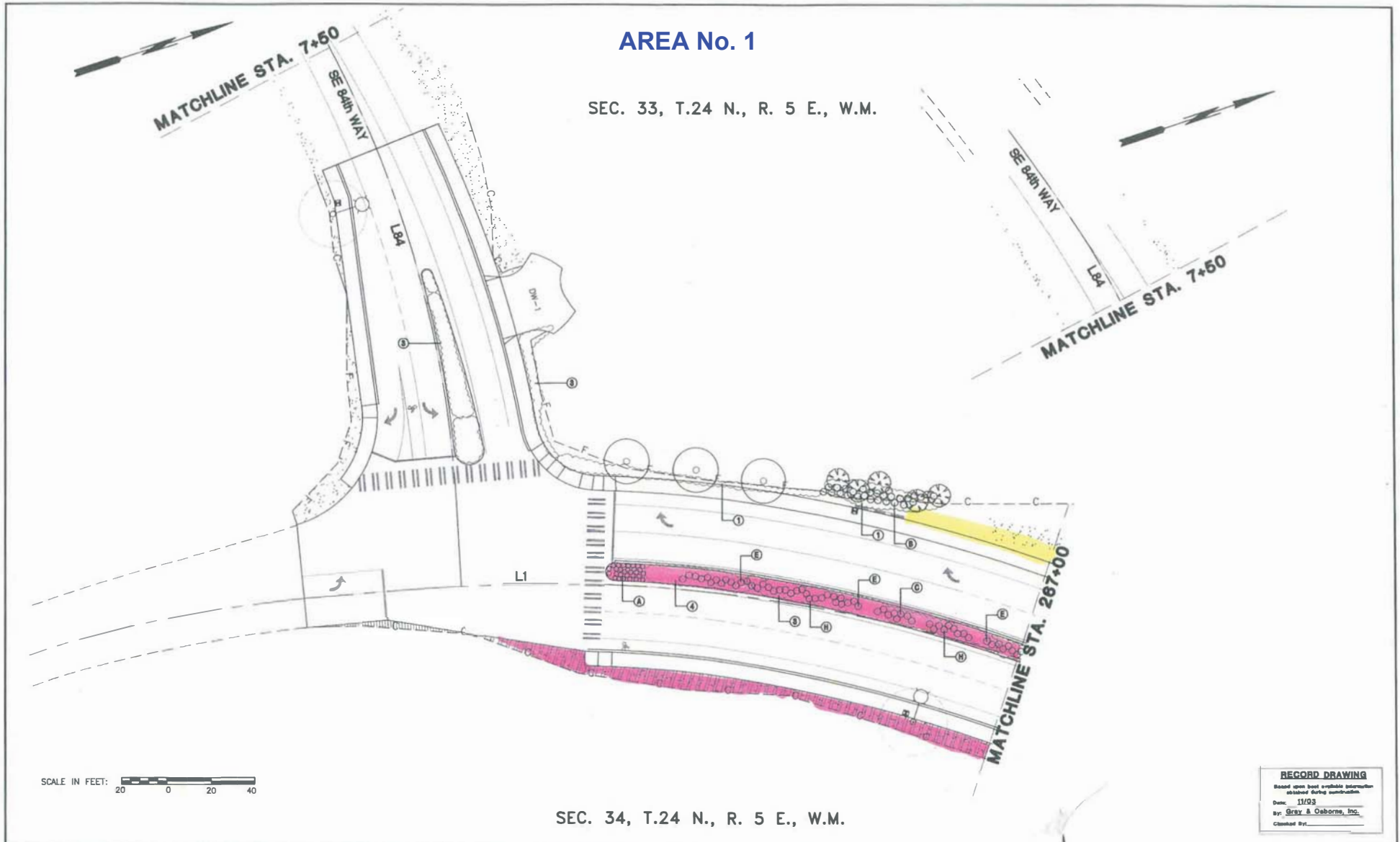
## AREA No. 1



### COAL CREEK PARKWAY LANDSCAPE MANAGEMENT DELINEATION



M:\NEWCASTLE\02475\DESIGN\AS-BUILD\75\CD-PLANSET\CCP-TRANSFER 01-04-02\CCP-L1.DWG, LAYOUT1, 11/20/03 11:55:42 AM, 0.5 L, BY: Y. PAWTOWSK



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

**RECORD DRAWING**  
 Based upon best available information obtained during construction.  
 Date: 11/03  
 By: Gray & Osborne, Inc.  
 Checked By:

**JGM**  
 LANDSCAPE ARCHITECTS  
 INCORPORATED P.S.

204 111TH AVE. NE.  
 BELLEVUE, WA 98004  
 PH: 425 454 5723  
 FAX: 425 454 4485  
 E: jgm@jgm-inc.com

DESIGNED: CL  
 DRAFTED: ML  
 CHECKED: DM  
 SCALE: AS SHOWN  
 DATE: APRIL 2001

FOR SIGNATURES AND SEALS, REFER TO ORIGINAL FULL-SIZE CONTRACT DOCUMENTS DATED APRIL 2001

**COAL CREEK PARKWAY IMPROVEMENTS**  
 PHASE 1  
 LANDSCAPE PLAN

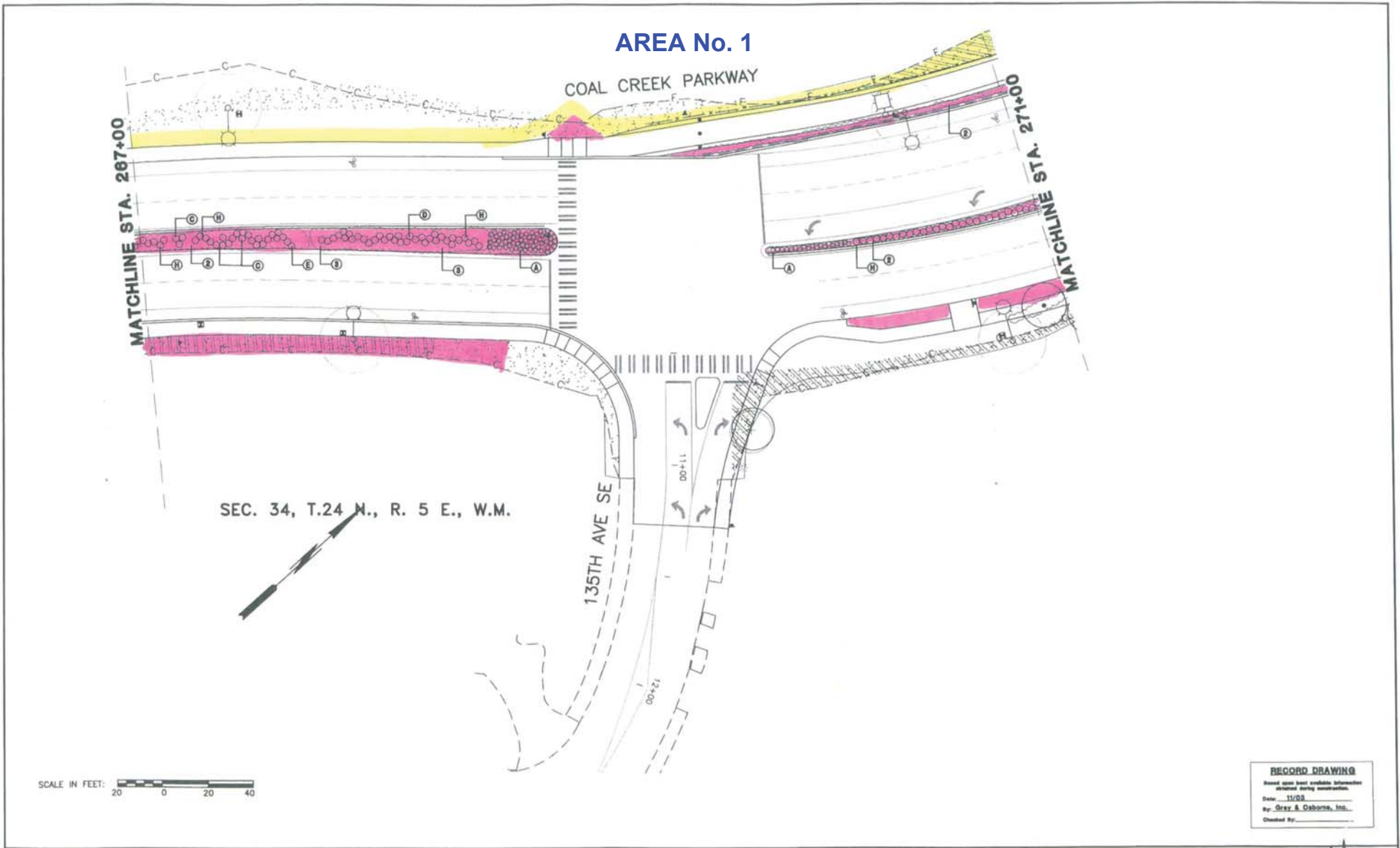
REVISIONS			
NO.	DATE	BY	DESCRIPTION

**CITY OF NEWCASTLE**  
 JAMES C. WALKER, DIRECTOR OF PUBLIC WORKS

13020 S.E. 72nd PLACE  
 NEWCASTLE, WASHINGTON 98059-3030  
 (425) 649-4444 FAX (425) 649-4363

SHEET NO.  
**L 1**  
 OF

M:\NEWCASTLE\02475\DESIGN\AS-BUILTS\CD-PLANSET\CCP\_TRANSFER 01-04-02\CCP-L2.DWG, LAYOUT1, 11/18/03 11:47:52 AM, 0.51, By: Y. PAWITOWSKI



**RECORD DRAWING**  
 Read and keep available information obtained during construction.  
 Date: 11/03  
 By: Gray & Osborne, Inc.  
 Checked By: \_\_\_\_\_

**IGM**  
**LANDSCAPE ARCHITECTS**  
 INCORPORATED P.S.

24 11TH AVENUE  
 BELLUVE WA 9804  
 PH: 425-454-3723  
 FAX: 425-454-4085  
 E: igm@igm-arc.com

DESIGNED: CL  
 DRAFTED: ML  
 CHECKED: DM  
 SCALE: AS SHOWN  
 DATE: APRIL 2001

FOR SIGNATURES AND SEALS, REFER TO ORIGINAL FULL-SIZE CONTRACT DOCUMENTS DATED APRIL 2001

**COAL CREEK PARKWAY IMPROVEMENTS  
 PHASE 1  
 LANDSCAPE PLAN**

REVISIONS			
NO.	DATE	BY	DESCRIPTION

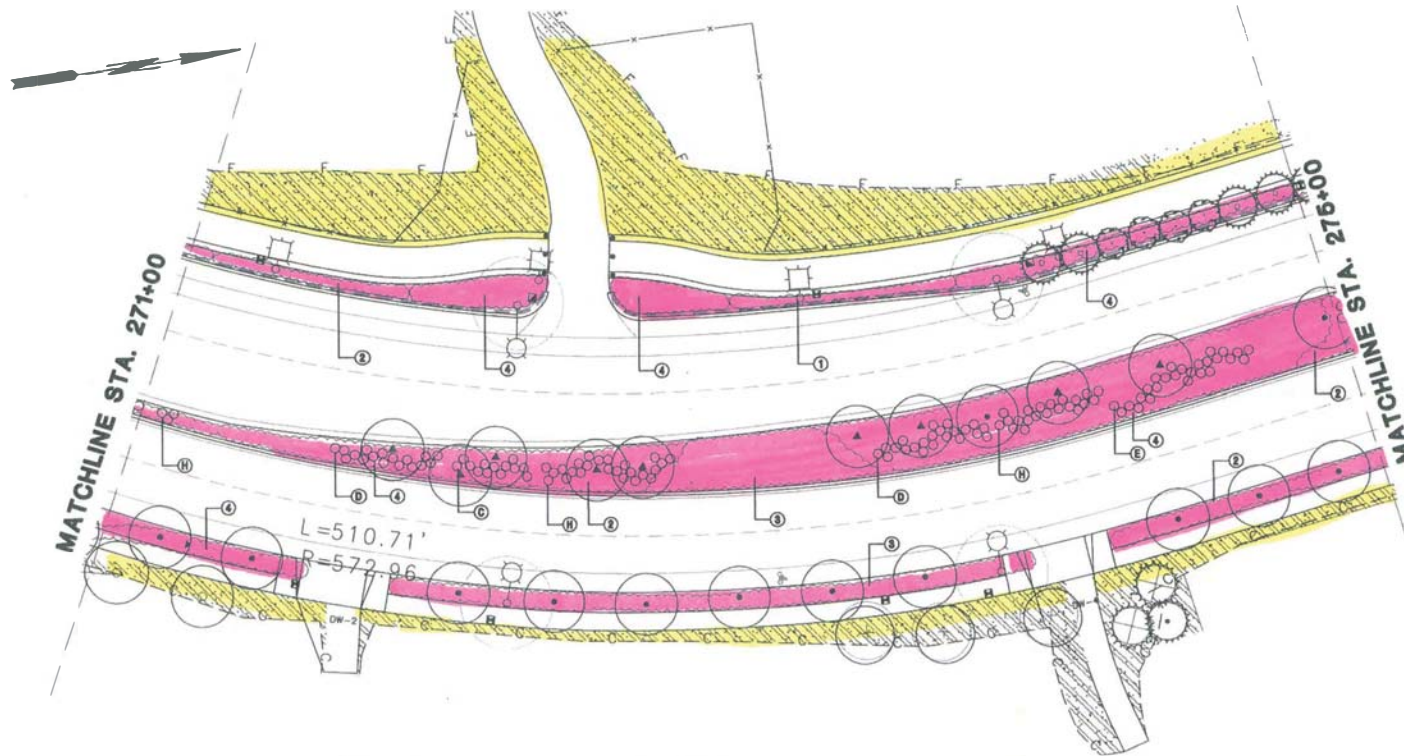
**CITY OF NEWCASTLE**  
 JAMES C. WALKER, DIRECTOR OF PUBLIC WORKS

13020 S.E. 72nd PLACE  
 NEWCASTLE, WASHINGTON 98059-3030  
 (425) 649-4444 FAX: (425) 649-4363

SHEET NO. **L 2**  
 OF



# AREA No. 1



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

SCALE IN FEET: 0 20 40

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 Date: 11/03  
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CCP-L4.DWG



204 111TH AVE. NE  
 BELLEVUE, WA 98004  
 PH: 425.454.5723  
 FAX: 425.454.4445  
 E: jgm@jgm-inc.com

DESIGNED: CL  
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 CHECKED: DM  
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FOR SIGNATURES AND SEALS, REFER TO ORIGINAL FULL-SIZE CONTRACT DOCUMENTS DATED APRIL 2001

**COAL CREEK PARKWAY IMPROVEMENTS  
 PHASE 1  
 LANDSCAPE PLAN**

REVISIONS			
NO.	DATE	BY	DESCRIPTION

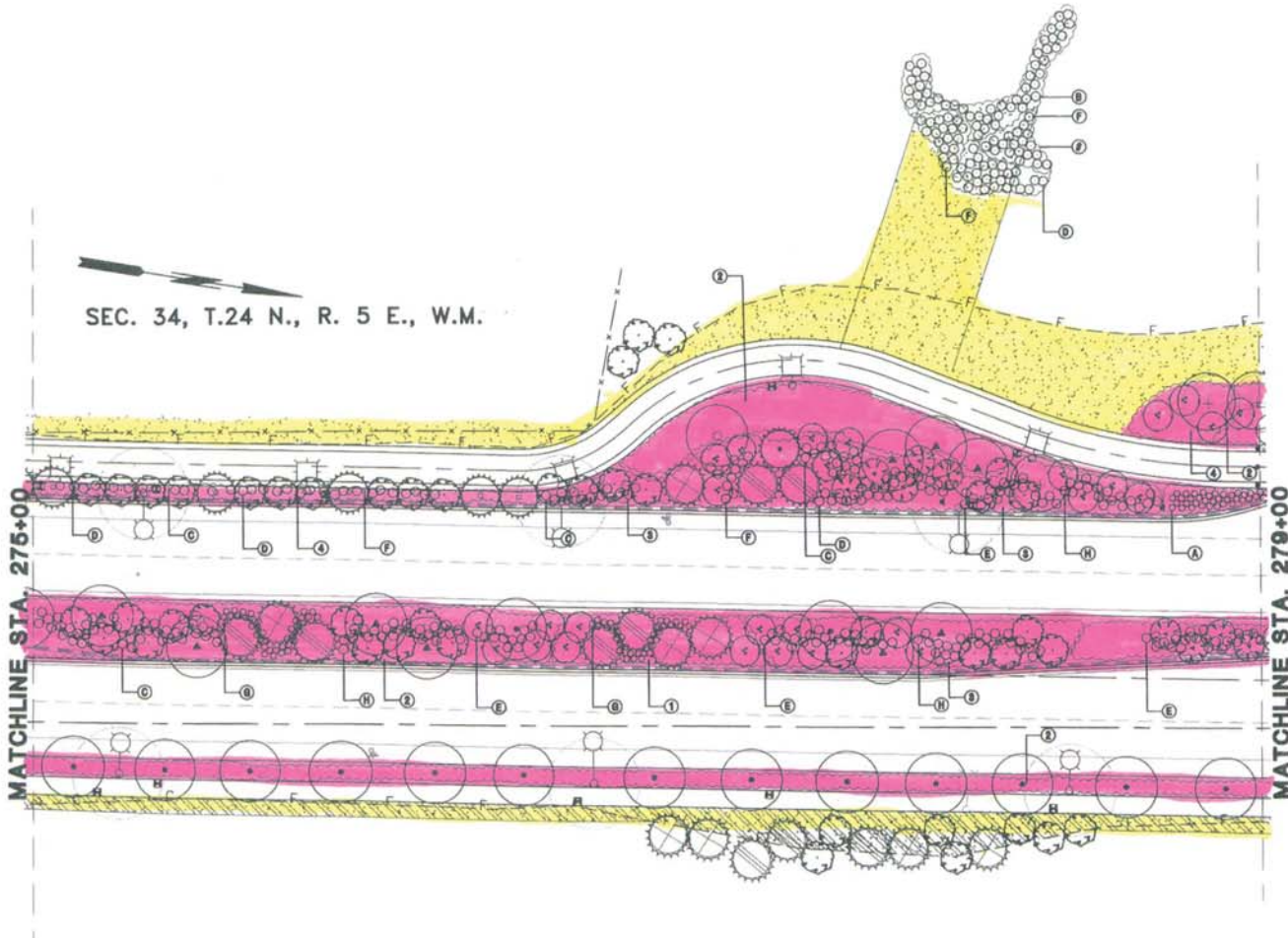


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SHEET NO. L 3  
 OF

M:\NEWCASTLE\02\75\DESIGN\AS-BUILTS\CD-PLANSET\CCP TRANSFER 01-04-02\CCP-L3.DWG, LAYOUT, 11/18/03 11:48:50 AM, 0.51, BY: Y. PAWTOWSK

AREA No. 1



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

MATCHLINE STA. 275+00

MATCHLINE STA. 279+00



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 INCORPORATED P.S.

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 BELLEVUE, WA 98004  
 PH: 425.454.5723  
 FAX: 425.454.4085  
 E: jg@jgm-llc.com

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 CHECKED: DM  
 SCALE: AS SHOWN  
 DATE: APRIL 2001

FOR  
 SIGNATURES  
 AND SEALS  
 REFER TO ORIGINAL  
 FULL-SIZE CONTRACT  
 DOCUMENTS DATED  
 APRIL 2001

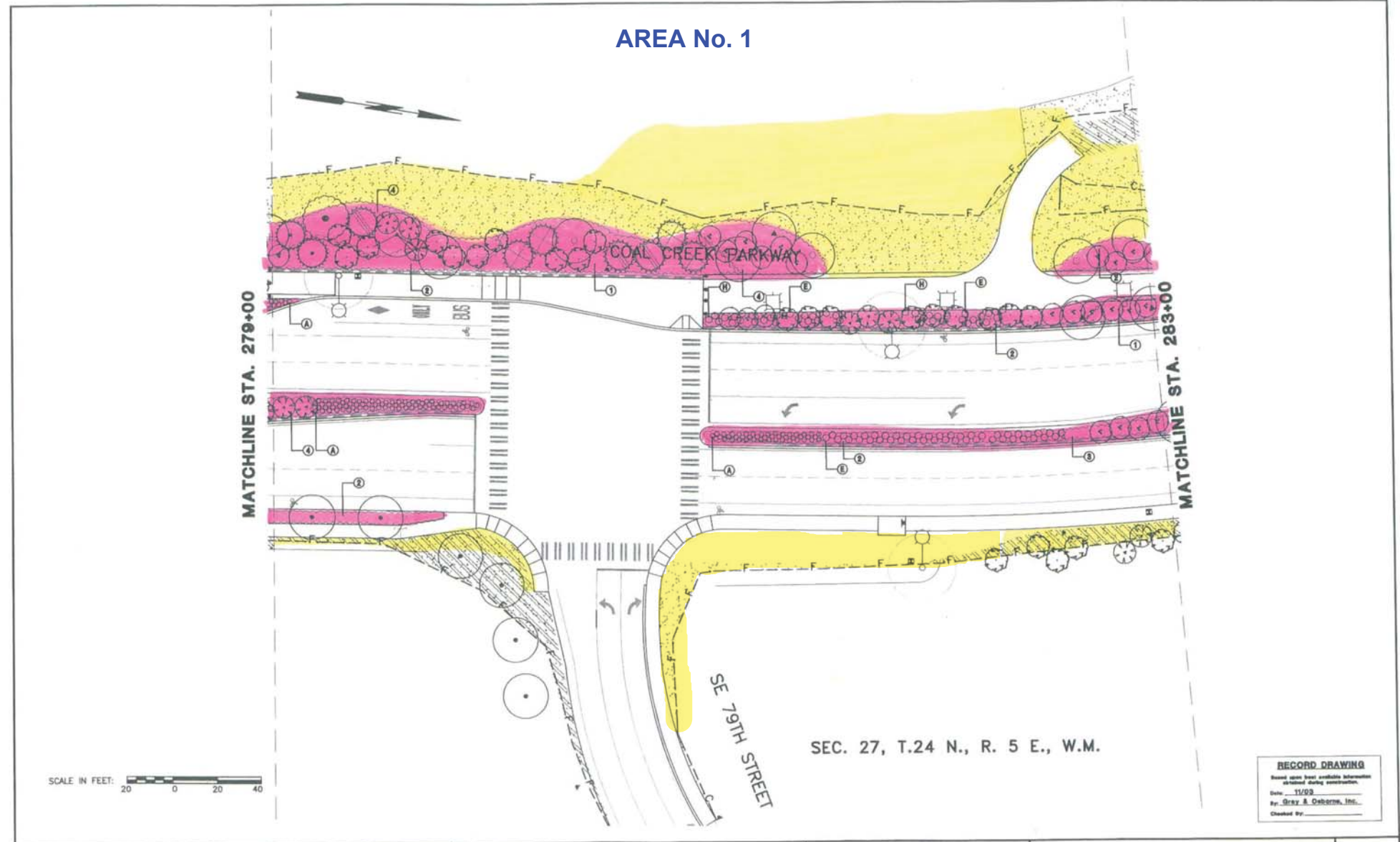
**COAL CREEK PARKWAY IMPROVEMENTS  
 PHASE 1  
 LANDSCAPE PLAN**

REVISIONS			
NO.	DATE	BY	DESCRIPTION

**CITY OF NEWCASTLE**  
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 (425) 649-4444 FAX (425) 649-4363

SHEET NO.  
**L 4**  
 OF

M:\NEWCASTLE\02475\DESIGN\AS-BUILT\SCP-PL-PLANSET\CCP Transfer 01-04-02\CCP-L5.DWG, LAYOUT1, 11/18/03 11:55:21 AM, 0.5:1, BY: Y. PAWTOWSKI



**RECORD DRAWING**  
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 Date: 11/03  
 By: Steve R. Osburn, Inc.  
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**JGM**  
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 INCORPORATED P.S.

204 - 111TH AVENUE, NE  
 BELLEVUE, WA 98004  
 TEL: 425-634-3723  
 FAX: 425-634-6083  
 E: jgm@jgm-arc.com

DESIGNED: CL  
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 CHECKED: DM  
 SCALE: AS SHOWN  
 DATE: APRIL 2001

FOR  
 SIGNATURES  
 AND SEALS,  
 REFER TO ORIGINAL  
 FULL-SIZE CONTRACT  
 DOCUMENTS DATED  
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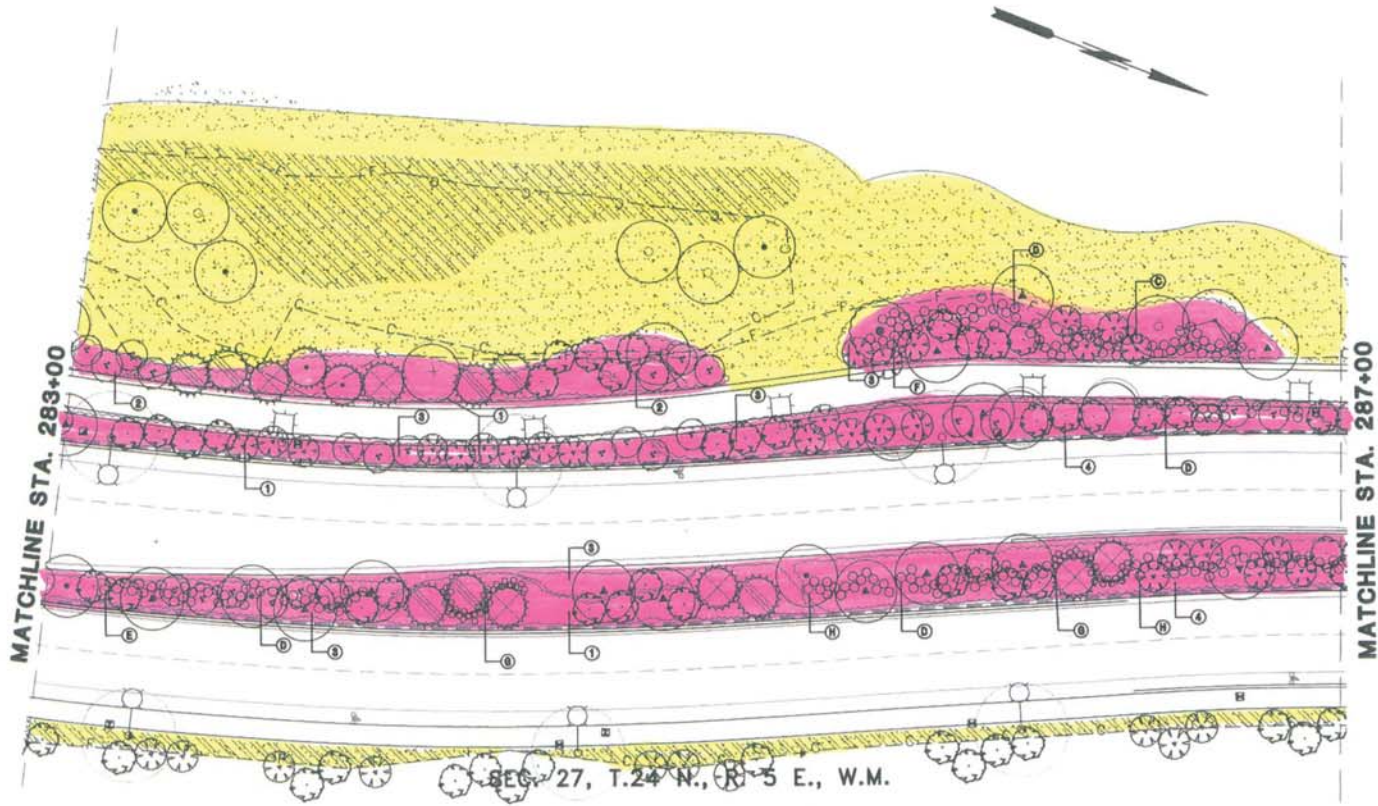
**COAL CREEK PARKWAY IMPROVEMENTS**  
 PHASE 1  
**LANDSCAPE PLAN**

REVISIONS			
NO.	DATE	BY	DESCRIPTION

**CITY OF NEWCASTLE**  
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SHEET NO.  
**L 5**  
 OF

# AREA No. 1



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 Date: 11/08  
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 Checked By: \_\_\_\_\_

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**LANDSCAPE ARCHITECTS**  
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 BELLEVUE, WA 98004  
 PH: 425.454.3723  
 FAX: 425.454.4845  
 E: jgm@jgm-om.com

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 CHECKED: DM  
 SCALE: AS SHOWN  
 DATE: APRIL 2001

FOR SIGNATURES AND SEALS, REFER TO ORIGINAL FULL-SIZE CONTRACT DOCUMENTS DATED APRIL 2001

**COAL CREEK PARKWAY IMPROVEMENTS**  
**PHASE 1**  
**LANDSCAPE PLAN**

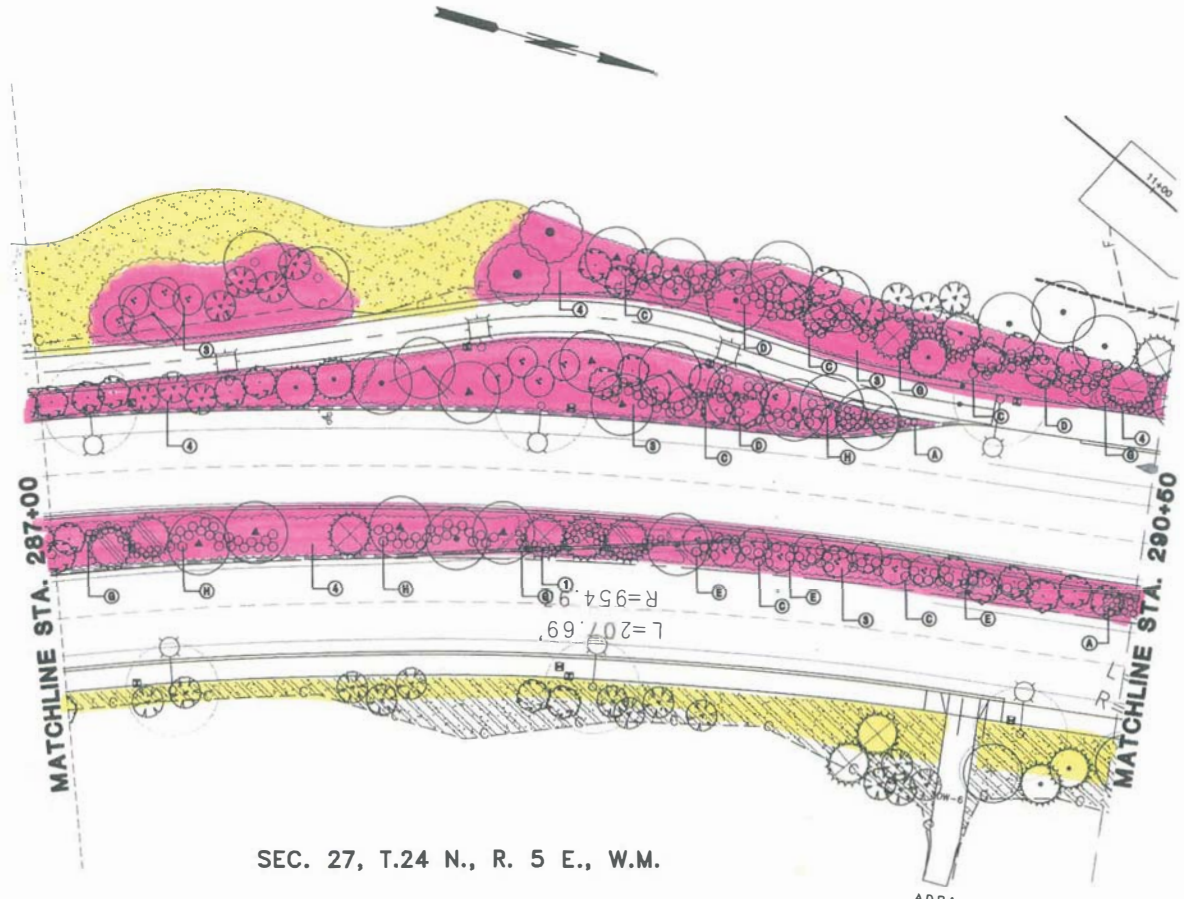
REVISIONS			
NO.	DATE	BY	DESCRIPTION



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SHEET NO.  
**L 6**  
 OF

AREA No. 1



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

A.D.R.A.



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 Checked By: \_\_\_\_\_

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**LANDSCAPE ARCHITECTS**  
 INCORPORATED P.S.

204 11TH AVENUE  
 BELLEVUE, WA 98004  
 PH: 425 454 5723  
 FAX: 425 454 4645  
 E: jgm@jgm-inc.com

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 CHECKED: DM  
 SCALE: AS SHOWN  
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 AND SEALS,  
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 FULL-SIZE CONTRACT  
 DOCUMENTS DATED  
 APRIL 2001

**COAL CREEK PARKWAY IMPROVEMENTS  
 PHASE 1  
 LANDSCAPE PLAN**

REVISIONS			
NO.	DATE	BY	DESCRIPTION



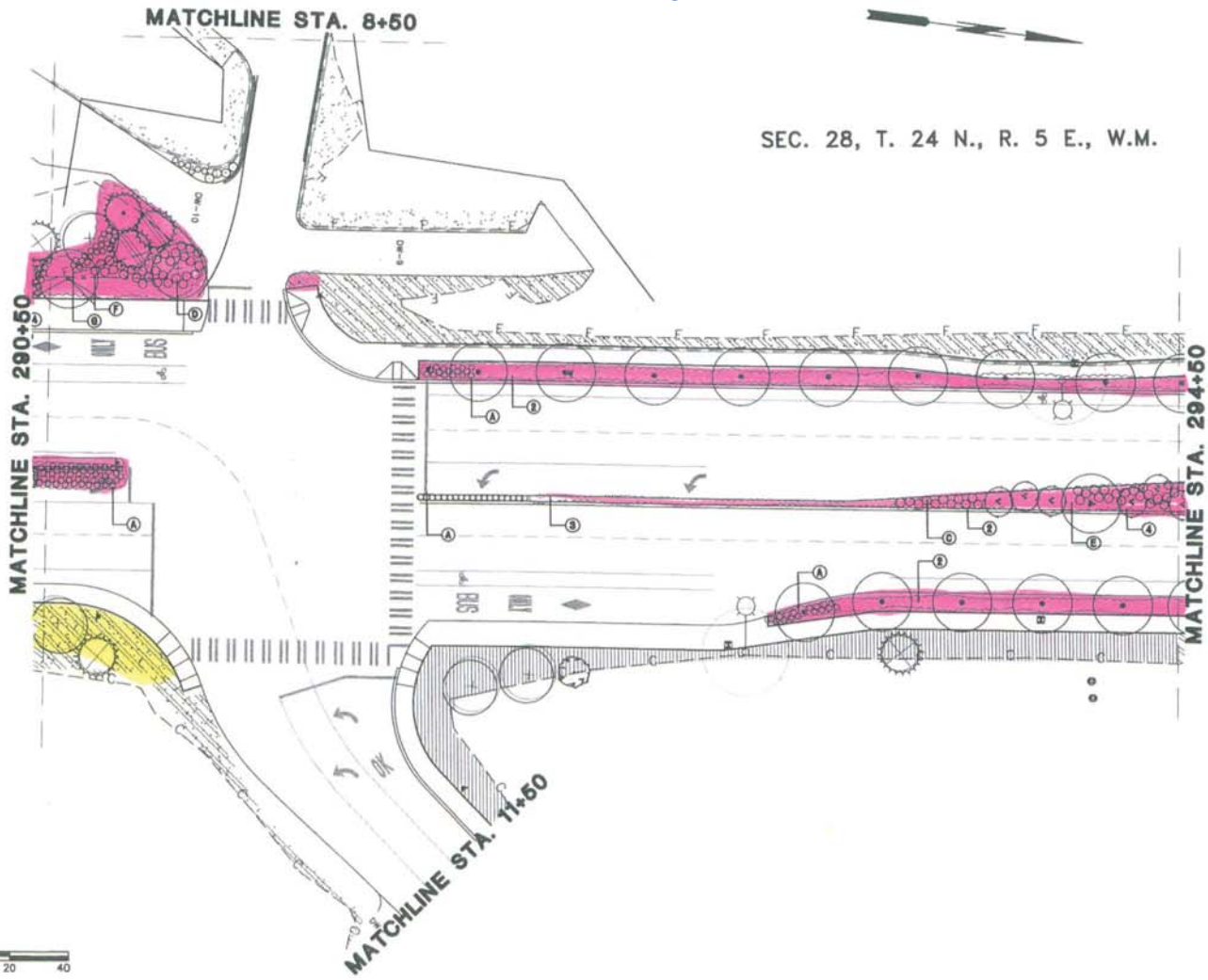
**CITY OF NEWCASTLE**  
 JAMES C. WALKER, DIRECTOR OF PUBLIC WORKS  
 13020 S.E. 72nd PLACE  
 NEWCASTLE, WASHINGTON 98059-3030  
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SHEET NO.  
**L 7**  
 OF

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# AREA No. 1

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 204 11TH AVENUE  
 BELLEVUE WA 98004  
 PH: 425 454 5723  
 FAX: 425 454 4605  
 E: jgm@jgm-ark.com

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**COAL CREEK PARKWAY IMPROVEMENTS  
 PHASE 1  
 LANDSCAPE PLAN**

REVISIONS			
NO.	DATE	BY	DESCRIPTION



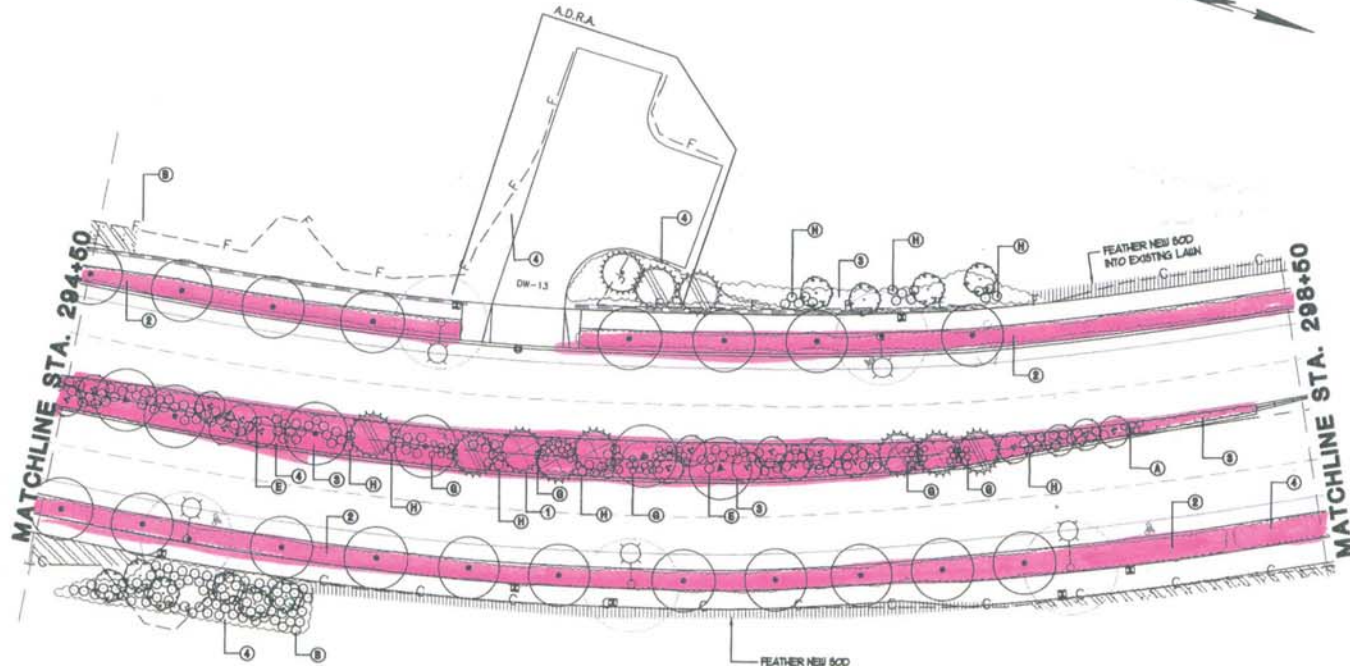
**CITY OF NEWCASTLE**  
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 13020 S.E. 72nd PLACE  
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 (425) 649-4444 FAX: (425) 649-4363

SHEET NO. **L 8**  
 OF 8

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# AREA No. 1

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



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

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 204 - 11TH AVE. SE  
 BELLEVUE WA 98004  
 PH: 425-684-7221  
 FAX: 425-634-6885  
 E: jgm@jgm-land.com

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 DRAFTED: ML  
 CHECKED: DM  
 SCALE: AS SHOWN  
 DATE: APRIL 2001

FOR SIGNATURES AND SEALS, REFER TO ORIGINAL FULL-SIZE CONTRACT DOCUMENTS DATED APRIL 2001

**COAL CREEK PARKWAY IMPROVEMENTS  
 PHASE 1  
 LANDSCAPE PLAN**

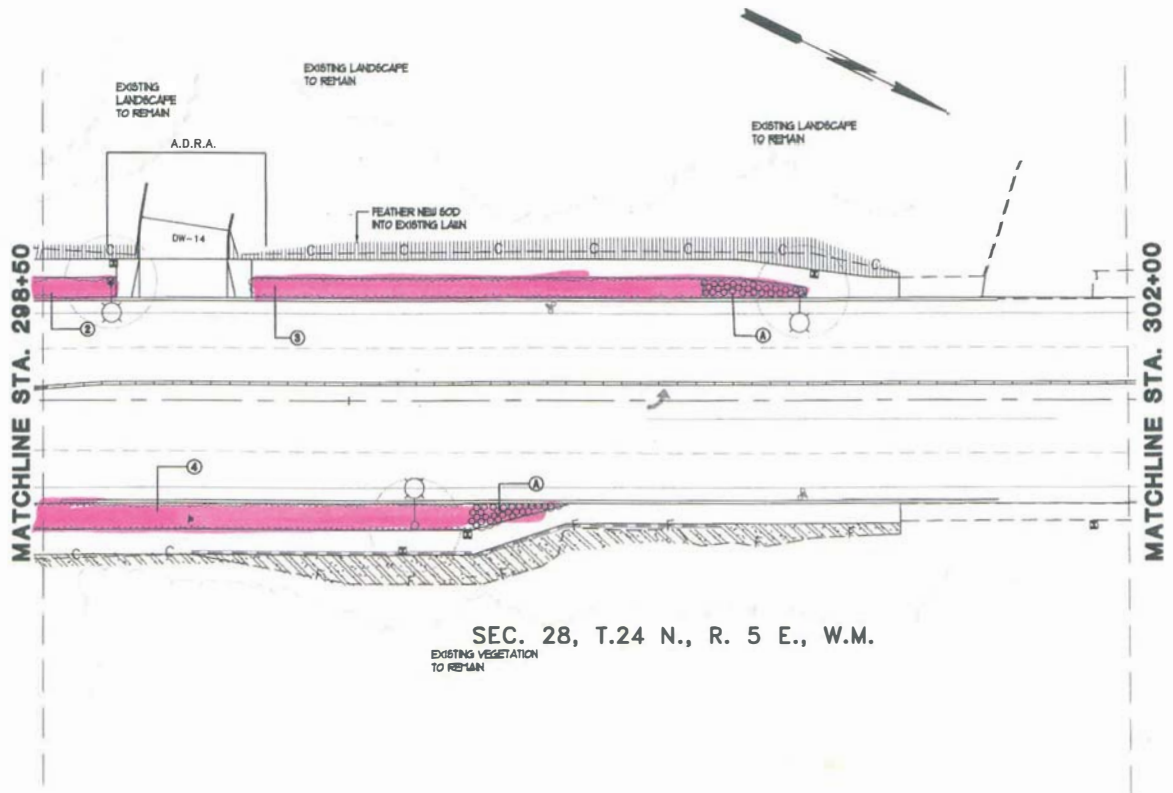
REVISIONS			
NO.	DATE	BY	DESCRIPTION

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 JAMES C. WALKER, DIRECTOR OF PUBLIC WORKS  
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 NEWCASTLE, WASHINGTON 98059-3030  
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SHEET NO. **L 9**  
 OF

# AREA No. 1

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



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

EXISTING VEGETATION TO REMAIN

SCALE IN FEET: 0 20 40

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 LANDSCAPE ARCHITECTS  
 INCORPORATED P.S.

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 BELLEVUE, WA 98004  
 PH: 425.454.5723  
 FAX: 425.454.4985  
 E: jgm@jgm-inc.com

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 CHECKED: DM  
 SCALE: AS SHOWN  
 DATE: APRIL 2001

FOR SIGNATURES AND SEALS, REFER TO ORIGINAL FULL-SIZE CONTRACT DOCUMENTS DATED APRIL 2001

**COAL CREEK PARKWAY IMPROVEMENTS**  
 PHASE 1  
 LANDSCAPE PLAN

REVISIONS			
NO	DATE	BY	DESCRIPTION

**CITY OF NEWCASTLE**  
 JAMES C. WALKER, DIRECTOR OF PUBLIC WORKS  
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 NEWCASTLE, WASHINGTON 98050-3030  
 (425) 649-4444 FAX (425) 649-4363

SHEET NO. L 10  
 OF

M:\NEWCASTLE\02\75\DESIGN\AS-BUILT\TS\CD-PLANSET\CCP TRANSFER 01-01-02\CCP-L10.DWG. LAYOUT1, 11/18/03 12:05:2 PM, 0.5:1, BY: Y. PAWITOWSKI

CCP-L11.DWG



# EXHIBIT D

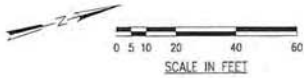
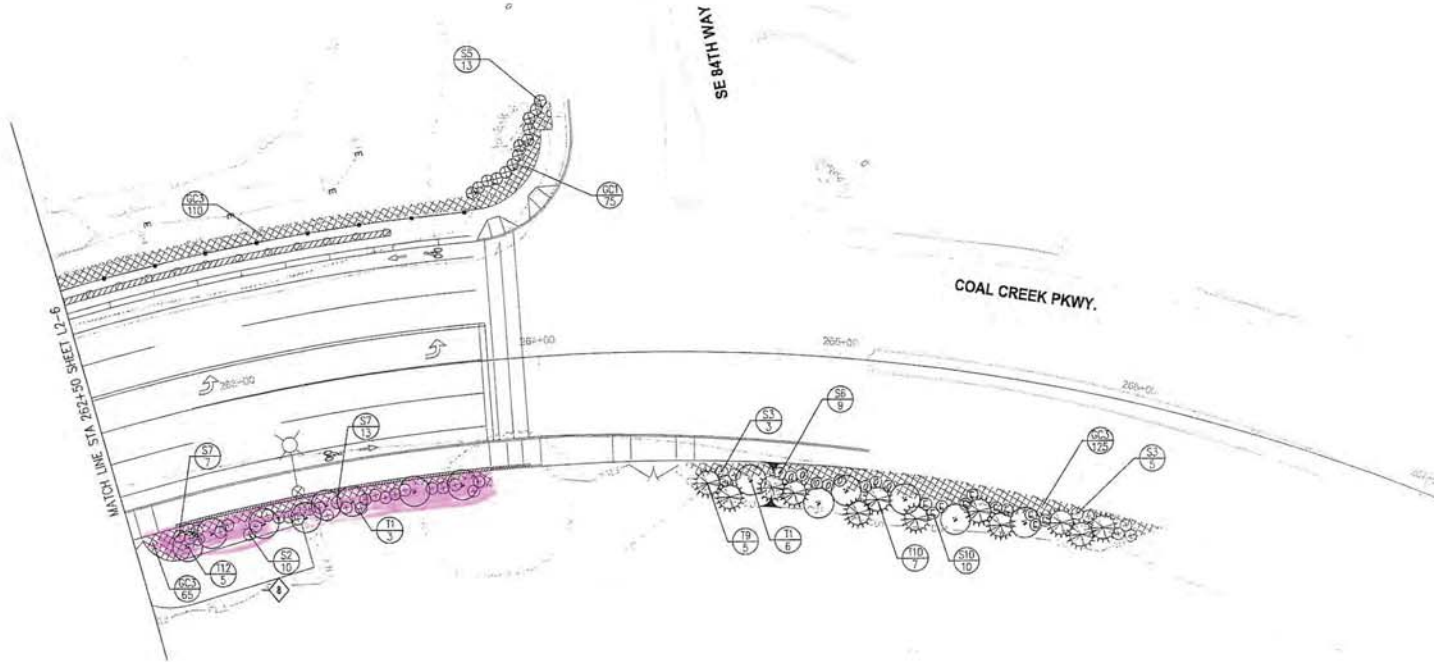
## AREA NO. 2

### GENERAL LANDSCAPE NOTES

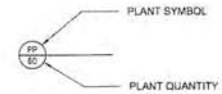
1. ALL PLANT MATERIALS SHALL MEET THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1 OR MOST CURRENT VERSION.
2. PLANT, MAINTAIN AND WARRANTY AS PER SPECIAL PROVISIONS.
3. DO NOT SUBSTITUTE SPECIES WITHOUT THE APPROVAL OF THE ENGINEER.
4. INSTALL 2" MULCH IN ALL PLANTED AND DISTURBED AREAS EXCEPT AREAS 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

1. 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

DESIGN	EB/LGS				
DR	EB/LGS				
CHK	LGS				
APVD	LGS	NO	DATE	REVISION	BY

VERIFY SCALE  
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**TRPG**  
Architects  
Landscape Architecture  
Civil Engineering  
Urban Design

**CH2MHILL**

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

COAL CREEK PARKWAY	SHEET
LANDSCAPE PLAN	DWG L2-7
	DATE MARCH 2007
	PROJ 181024

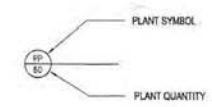
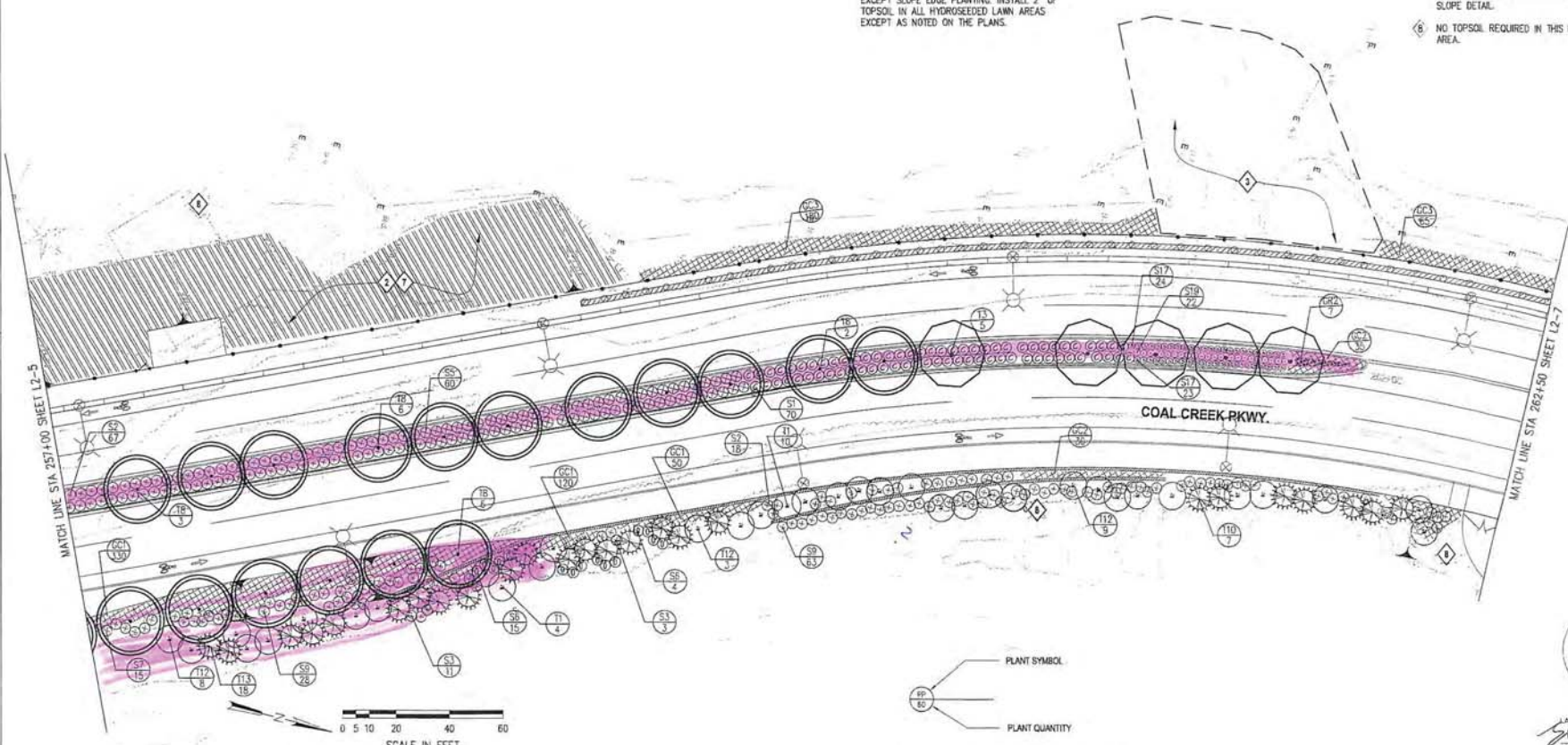
# AREA NO. 2

## GENERAL LANDSCAPE NOTES

- ALL PLANT MATERIALS SHALL MEET THE AMERICAN STANDARD FOR NURSERY STOCK, ANS Z60.1 OR MOST CURRENT VERSION.
- PLANT, MAINTAIN AND WARRANTY AS PER SPECIAL PROVISIONS.
- DO NOT SUBSTITUTE SPECIES WITHOUT THE APPROVAL OF THE ENGINEER.
- 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

- HYDROSEEDED NATIVE SHRUB AND SEED AREA. SEE PAVING AND GRADING PLANS FOR ADDITIONAL INFORMATION ON TEMPORARY SEEDING AND SLOPE TREATMENT.
- TEMPORARY ACCESS FOR WETLAND RESTORATION AREAS. SEE WETLAND RESTORATION PLANS FOR PLANTING THIS AREA.
- 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.
- NO TOPSOIL REQUIRED IN THIS HYDROSEEDED LAWN AREA.



SEE SHEET L2-9 FOR PLANTING SCHEDULE AND DETAILS



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EBBN: EBLGS CR: EBLGS CRK: LGS APVD: LGS	NO: _____ DATE: _____ REVISION: _____	BY: APVD: _____	<b>VERIFY SCALE</b> BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	<b>TKPG</b> Architects Landscape Architecture Civil Engineering Urban Design	<b>CH2MHILL</b>	 City of Newcastle King County, Washington Coal Creek Parkway Corridor Improvements Project	COAL CREEK PARKWAY LANDSCAPE PLAN	SHEET: L2-6 DATE: MARCH 2007 PROJ: 151024
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# AREA NO. 2

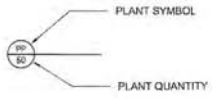


### GENERAL LANDSCAPE NOTES

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.
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



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DR	EB/LS					
CHK	LS					
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**CH2MHILL**



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

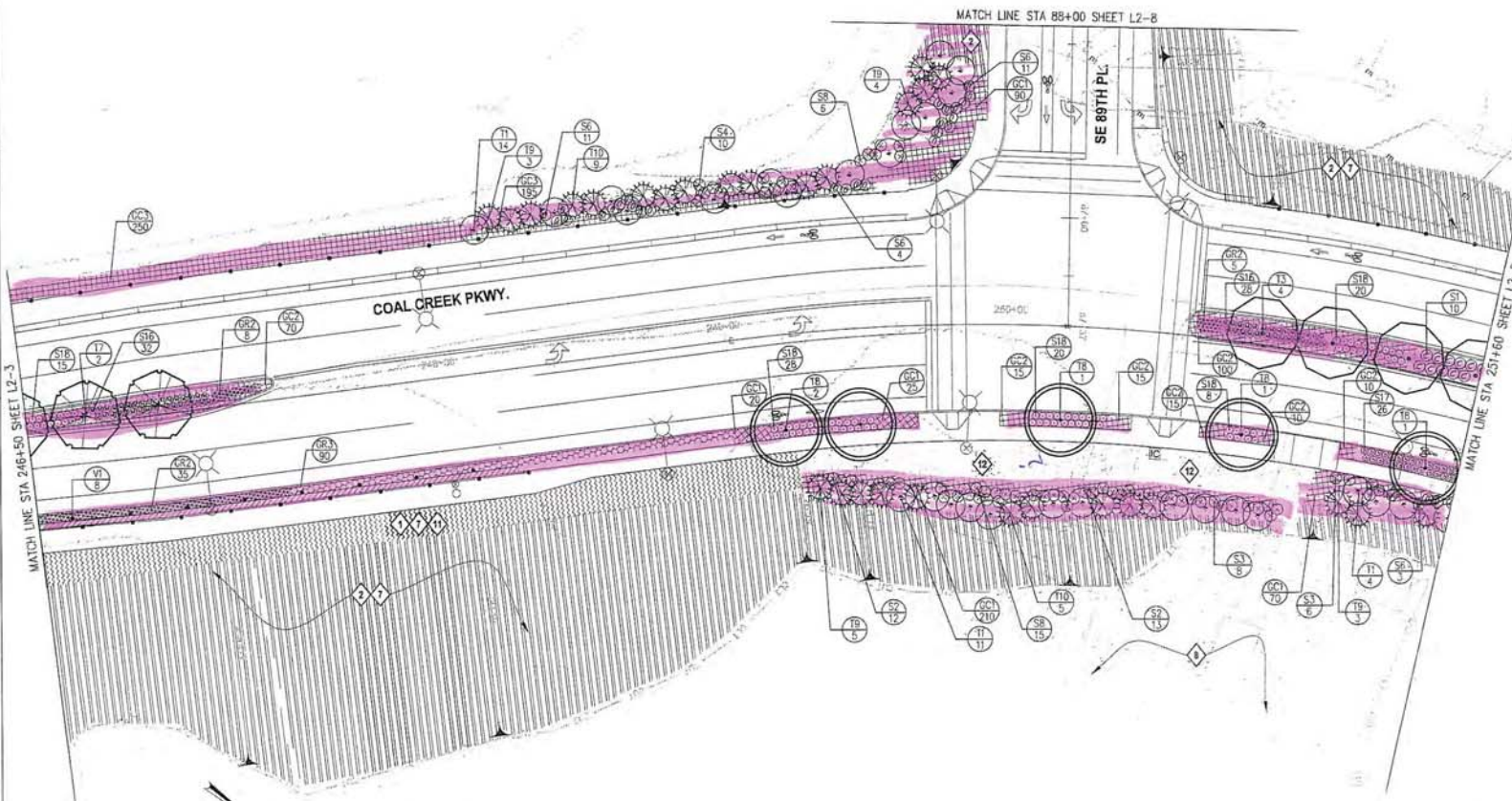
COAL CREEK PARKWAY  
LANDSCAPE PLAN

SHEET	L2-5
DWG	L2-5
DATE	MARCH 2007
PROJ	181024

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# AREA NO. 2

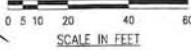


### GENERAL LANDSCAPE NOTES

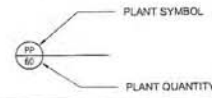
1. ALL PLANT MATERIALS SHALL MEET THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1 OR MOST CURRENT VERSION.
2. PLANT, MAINTAIN AND WARRANTY AS PER SPECIAL PROVISIONS.
3. DO NOT SUBSTITUTE SPECIES WITHOUT THE APPROVAL OF THE ENGINEER.
4. INSTALL 2" MULCH IN ALL PLANTED AND DISTURBED AREAS EXCEPT AREAS 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

1. SLOPE EDGE PLANTING - SEE SHEET L2-8 FOR PLANT LAYOUT, DETAIL AND QUANTITIES
2. HYDROSEEDED NATIVE SHRUB AND SEED AREA. SEE PAVING AND GRADING PLANS FOR ADDITIONAL INFORMATION ON TEMPORARY SEEDING AND SLOPE TREATMENT.
3. 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.
4. NO TOPSOIL REQUIRED IN THIS HYDROSEEDED LAWN AREA.
5. NO EVERGREENS OR DECIDUOUS TREES TO BE PLANTED IN SLOPE EDGE PLANTING BETWEEN STA 247 + 90 AND STA 246 + 80. SHRUBS ONLY. SEE SHEET RW2-3A FOR DRAINAGE DETAIL THIS AREA.
6. 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.



SEE SHEET L2-9 FOR PLANTING SCHEDULE AND DETAILS



STATE OF WASHINGTON  
REGISTERED  
LANDSCAPE ARCHITECT  
**CHRISTOPHER J. SCOTT**  
LICENSE NO. 181924  
EXPIRES 12/31/2011

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DR	EB/LS				
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**CH2MHILL**

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

COAL CREEK PARKWAY	SHEET
LANDSCAPE PLAN	DWG L2-4
	DATE MARCH 2007
	PROJ 181924

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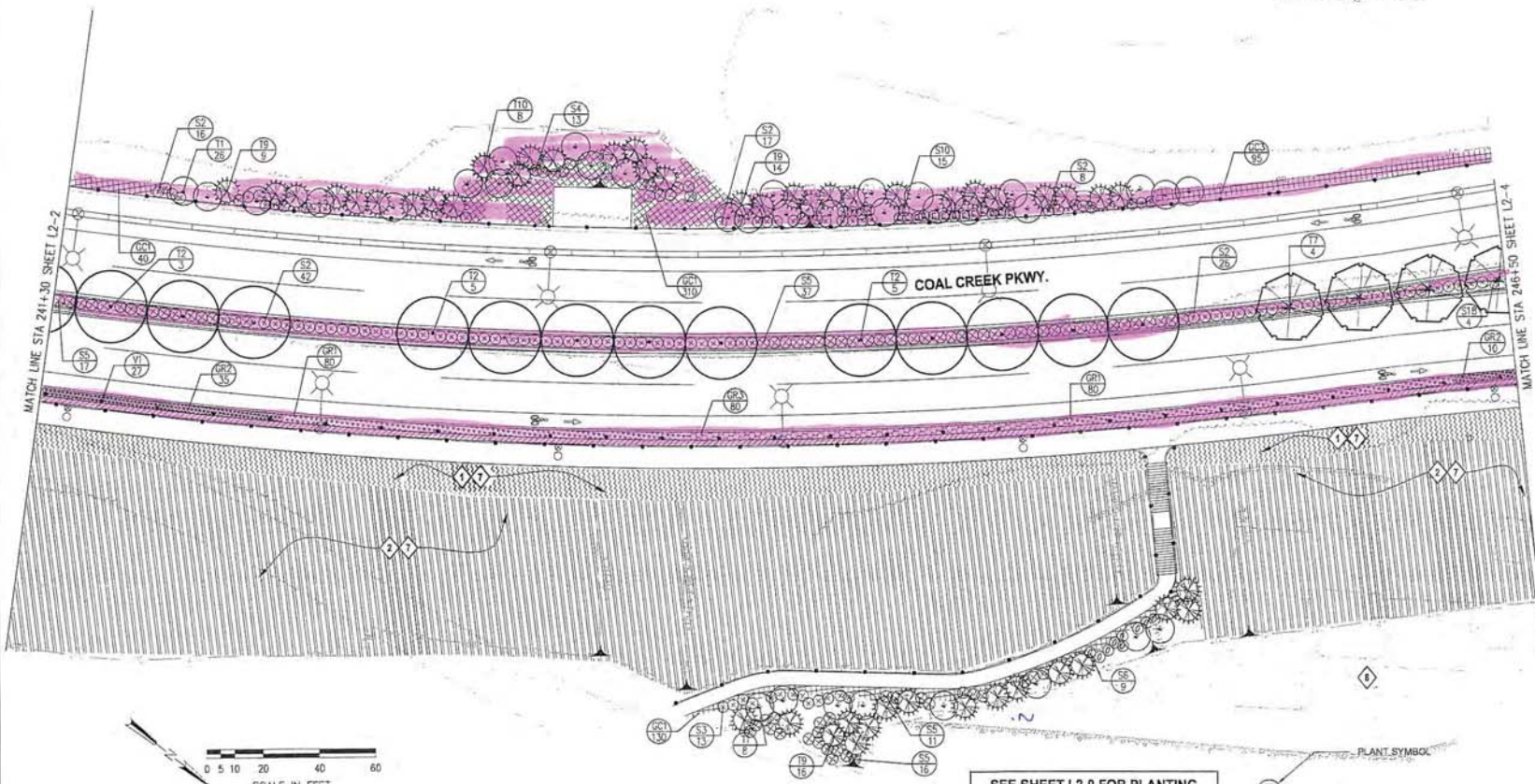
# AREA NO. 2

## GENERAL LANDSCAPE NOTES

1. ALL PLANT MATERIALS SHALL MEET THE AMERICAN STANDARD FOR NURSERY STOCK, ANS 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

1. SLOPE EDGE PLANTING - SEE SHEET L2-8 FOR PLANT LAYOUT, DETAIL AND QUANTITIES
2. HYDROSEEDED NATIVE SHRUB AND SEED AREA, SEE PAVING AND GRADING PLANS FOR ADDITIONAL INFORMATION ON TEMPORARY SEEDING AND SLOPE TREATMENT.
3. 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.
4. NO TOPSOIL REQUIRED IN THIS HYDROSEEDED LAWN AREA.



SEE SHEET L2-9 FOR PLANTING SCHEDULE AND DETAILS

STATE OF WASHINGTON  
REGISTERED  
LANDSCAPE ARCHITECT  
**K. J. SCOTT**  
LICENSE # 181024-SC01  
EXPIRES 12/31/06

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APVD	LGS	NO	DATE	REVISION	BY

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Architects  
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	L2-3
DATE	MARCH 2007
PROJ	181024

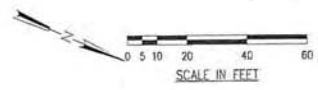
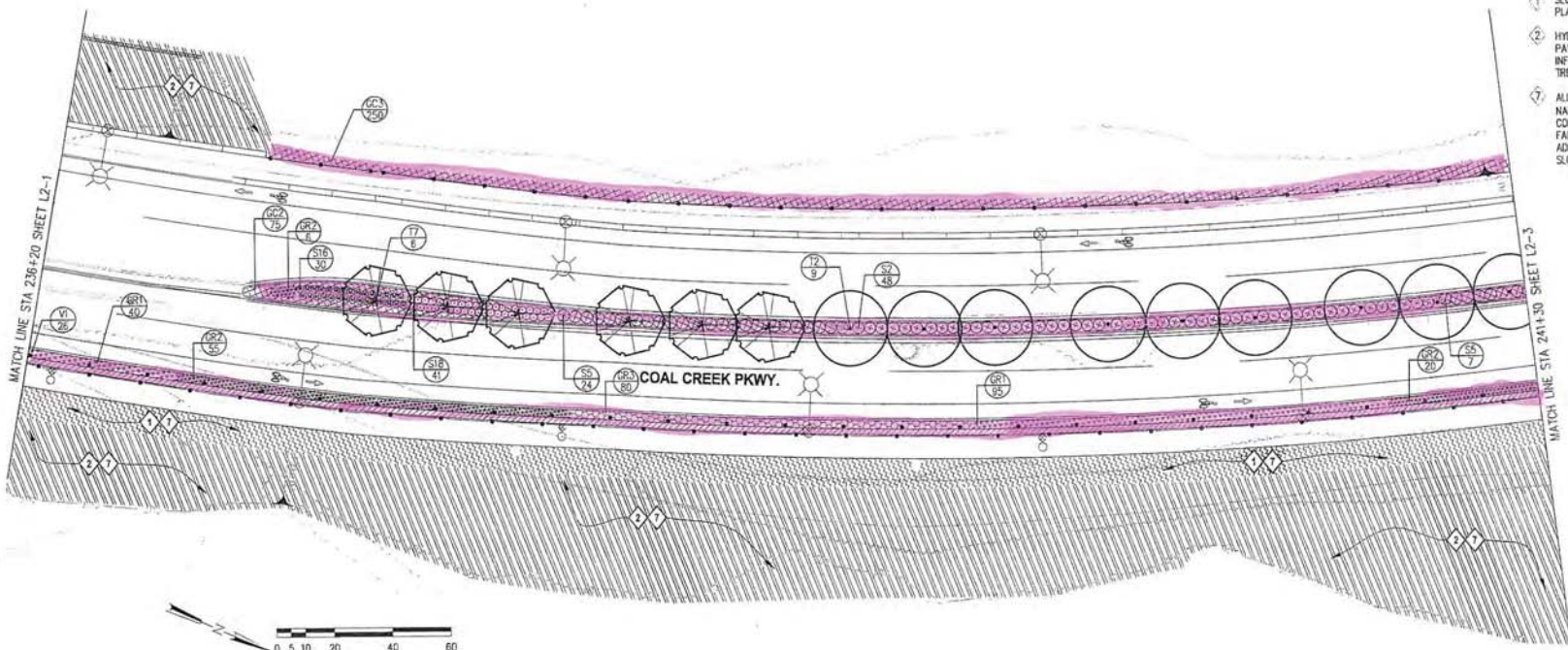
# AREA NO. 2

## GENERAL LANDSCAPE NOTES

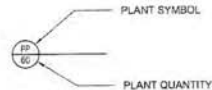
1. ALL PLANT MATERIALS SHALL MEET THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1 OR MOST CURRENT VERSION.
2. PLANT, MAINTAIN AND WARRANTY AS PER SPECIAL PROVISIONS.
3. DO NOT SUBSTITUTE SPECIES WITHOUT THE APPROVAL OF THE ENGINEER.
4. INSTALL 2" MULCH IN ALL PLANTED AND DISTURBED AREAS EXCEPT AREAS 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

1. SLOPE EDGE PLANTING - SEE SHEET L2-8 FOR PLANT LAYOUT, DETAIL AND QUANTITIES
2. HYDROSEEDED NATIVE SHRUB AND SEED AREA, SEE PAVING AND GRADING PLANS FOR ADDITIONAL INFORMATION ON TEMPORARY SEEDING AND SLOPE TREATMENT.
3. 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.



SEE SHEET L2-9 FOR PLANTING SCHEDULE AND DETAILS



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**KPG**  
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Landscape Architecture  
Civil Engineering  
Urban Design

**CH2MHILL**

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

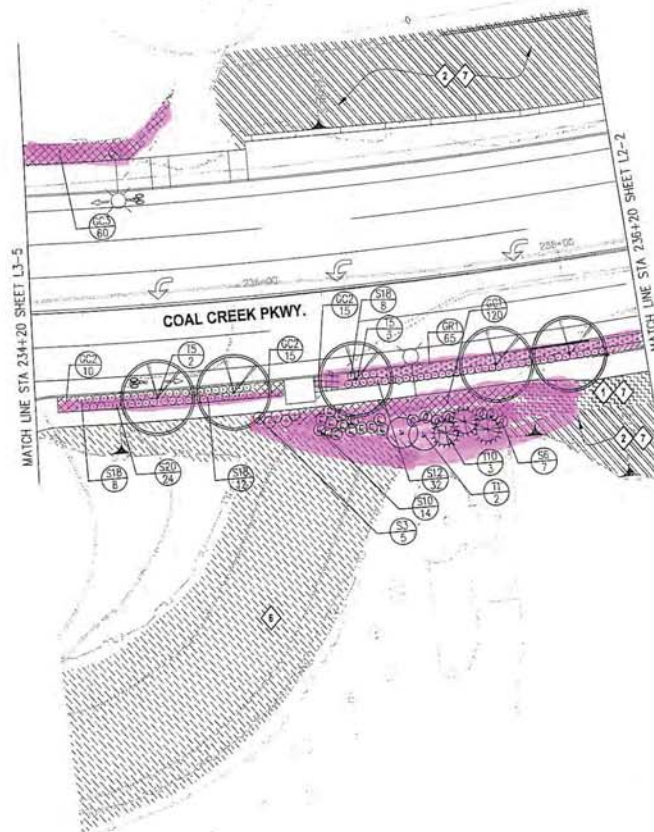
COAL CREEK PARKWAY  
LANDSCAPE PLAN

SHEET	
DWG	L2-2
DATE	MARCH 2007
PROJ	181024

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# AREA NO. 2



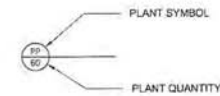
### GENERAL LANDSCAPE NOTES

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 HYDROSEDED LAWN AREAS EXCEPT AS NOTED ON THE PLANS.

### CONSTRUCTION NOTES

- ① SLOPE EDGE PLANTING - SEE SHEET L2-8 FOR PLANT LAYOUT, DETAIL AND QUANTITIES
- ② HYDROSEDED NATIVE SHRUB AND SEED AREA, SEE PAVING AND GRADING PLANS FOR ADDITIONAL INFORMATION ON TEMPORARY SEEDING AND SLOPE TREATMENT.
- ③ RESIDENTIAL RESTORATION PLANTING.
- ④ ALL SLOPE EDGE PLANTING AND HYDROSEDED 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.

SEE SHEET L2-9 FOR PLANTING SCHEDULE AND DETAILS



STATE OF WASHINGTON  
REGISTERED  
LANDSCAPE ARCHITECT  
**CHRISTOPHER J. BROWN**  
LICENSE NO. 12021-SC011  
EXPIRES 12/31/2011

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**KPG**  
Architecture  
Landscape Architecture  
Civil Engineering  
Urban Design

**CH2MHILL**

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

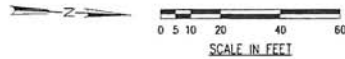
COAL CREEK PARKWAY  
LANDSCAPE PLAN

SHEET	L2-1
DATE	MARCH 2007
PROJ	181024

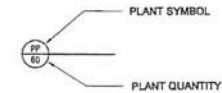
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# EXHIBIT D

## AREA No. 3



SEE SHEET L3-7 FOR PLANTING SCHEDULE AND DETAILS



### GENERAL LANDSCAPE NOTES

1. ALL PLANT MATERIALS SHALL MEET THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1 OF 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

- RESIDENTIAL RESTORATION PLANTING.



STATE OF WASHINGTON  
REGISTERED  
LANDSCAPE ARCHITECT  
**ELIZABETH GORDON SCOTT**  
LICENSE NO. 538

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DR	EBLGS				
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APVD	LGS	NO.	DATE	REVISION	BY

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**JKP&G**  
Architect  
Landscape Architecture  
Civil Engineering  
Urban Design

**CH2MHILL**

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

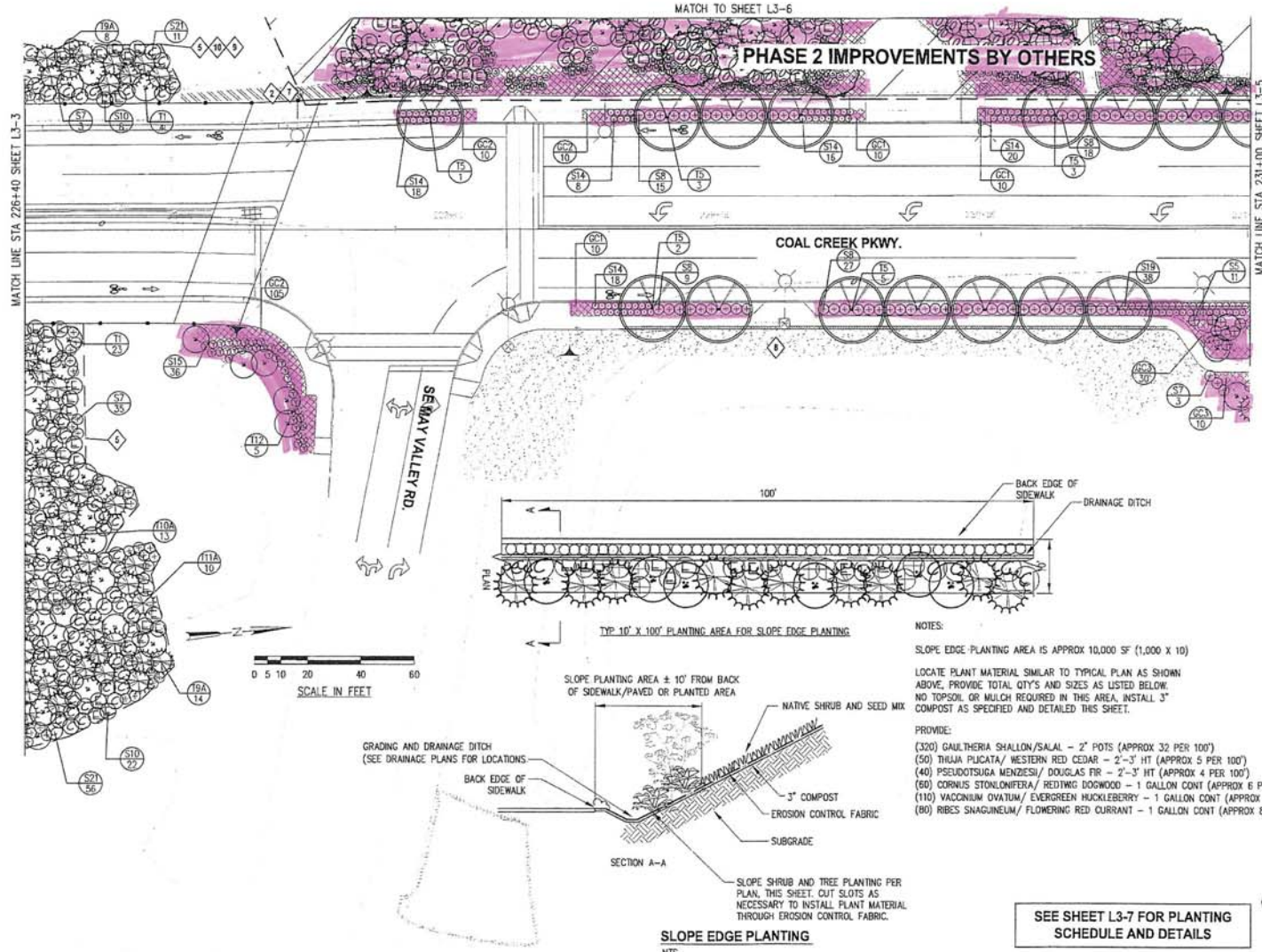
COAL CREEK PARKWAY  
LANDSCAPE PLAN

SHEET	134
DWG	L3-6
DATE	MARCH 2007
PRJ#	181024

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# AREA No. 3



## 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.
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## 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 VEGETATION AND MITIGATION AREA. VEGETATION 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.
- ⑥ 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 VEGETATION 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.

**NOTES:**

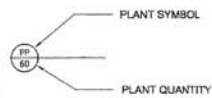
SLOPE EDGE PLANTING AREA IS APPROX 10,000 SF (1,000 X 10)

LOCATE PLANT MATERIAL SIMILAR TO TYPICAL PLAN AS SHOWN ABOVE. PROVIDE TOTAL QTY'S AND SIZES AS LISTED BELOW. NO TOPSOIL OR MULCH REQUIRED IN THIS AREA, INSTALL 3" COMPOST AS SPECIFIED AND DETAILED THIS SHEET.

**PROVIDE:**

- (320) GAULTHERIA SHALLON/SALAL - 2" POTS (APPROX 32 PER 100')
- (50) THUJA PLICATA/ WESTERN RED CEDAR - 2'-3" HT (APPROX 5 PER 100')
- (40) PSEUDOTSUGA MENZIESII/ DOUGLAS FIR - 2'-3" HT (APPROX 4 PER 100')
- (60) CORNUS STOLONIFERA/ REDTING DOGWOOD - 1 GALLON CONT (APPROX 6 PER 100')
- (110) VACCINIUM OVATUM/ EVERGREEN HUCKLEBERRY - 1 GALLON CONT (APPROX 11 PER 100')
- (80) RIBES SNAGUNEUM/ FLOWERING RED CURRANT - 1 GALLON CONT (APPROX 8 PER 100')

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



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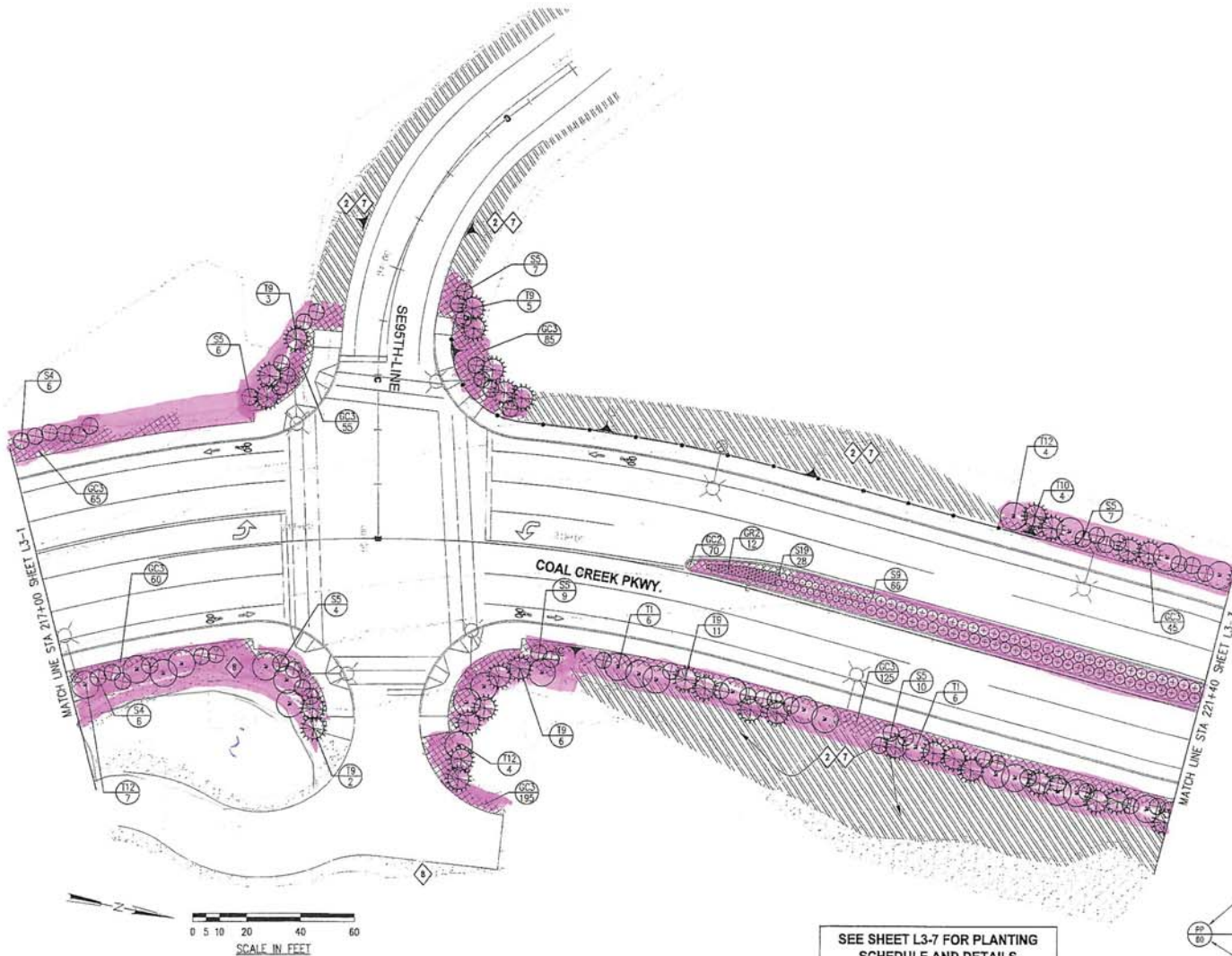
City of Newcastle  
King County, Washington  
Coal Creek Parkway  
Corridor Improvements Project

COAL CREEK PARKWAY  
LANDSCAPE PLAN

SHEET	<b>133</b>
DWG	L3-4
DATE	MARCH 2007
PROJ	181024



# AREA No. 3



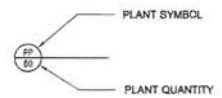
### GENERAL LANDSCAPE NOTES

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.
- 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.

SEE SHEET L3-7 FOR PLANTING SCHEDULE AND DETAILS



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 King County, Washington  
 Coal Creek Parkway  
 Corridor Improvements Project

COAL CREEK PARKWAY  
 LANDSCAPE PLAN

SHEET	131
DWG	L3-2
DATE	MARCH 2007
PROJ	181024

# AREA No. 3



### GENERAL LANDSCAPE NOTES

1. ALL PLANT MATERIALS SHALL MEET THE AMERICAN STANDARD FOR NURSERY STOCK, AND Z60.1 OR MOST CURRENT VERSION.
2. PLANT, MAINTAIN AND WARRANTY AS PER SPECIAL PROVISIONS.
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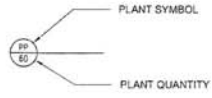
### CONSTRUCTION NOTES

1. SEE STORM WATER POND DRAWINGS FOR POND PLANTINGS

STORM WATER  
DETENTION POND  
FACILITIES

ACCESS  
ROAD

SEE SHEET L2-9 FOR PLANTING  
SCHEDULE AND DETAILS



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King County, Washington  
Coal Creek Parkway  
Corridor Improvements Project

COAL CREEK PARKWAY  
LANDSCAPE PLAN

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NOTES:

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2. FOR PLANTING DETAILS, SEE L-5.
3. FOR EXIST TREE PROTECTION MEASURES, SEE SITE PREPARATION AND EROSION CONTROL PLANS, SPN-1, SP-1 THROUGH SP-3.
4. FOR IRRIGATION PLANS, SEE I-1 THROUGH I-6.
5. AREAS DISTURBED BY CONSTRUCTION BEHIND SIDEWALK TO BE RESTORED AT THE DIRECTION OF ENGINEER.

# EXHIBIT D

## AREA No. 5

LEGEND:

-  STREET TREES
-  PLANTED MEDIAN
-  ROCK DRAINAGE FEATURE
-  EXISTING TREES



FUTURE MIXED USE PROJECT  
IMPROVEMENTS, BY OTHERS.  
SEE DWG MU-2



DESIGN	L. CYRA-KORSGAARD	NO.	DATE	REVISION	BY	APVD
DR	S. TAYLOR					
CHK	B. DEROSA					
APVD	R. MASON					

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City of Newcastle  
King County, Washington  
Newcastle Transit Center

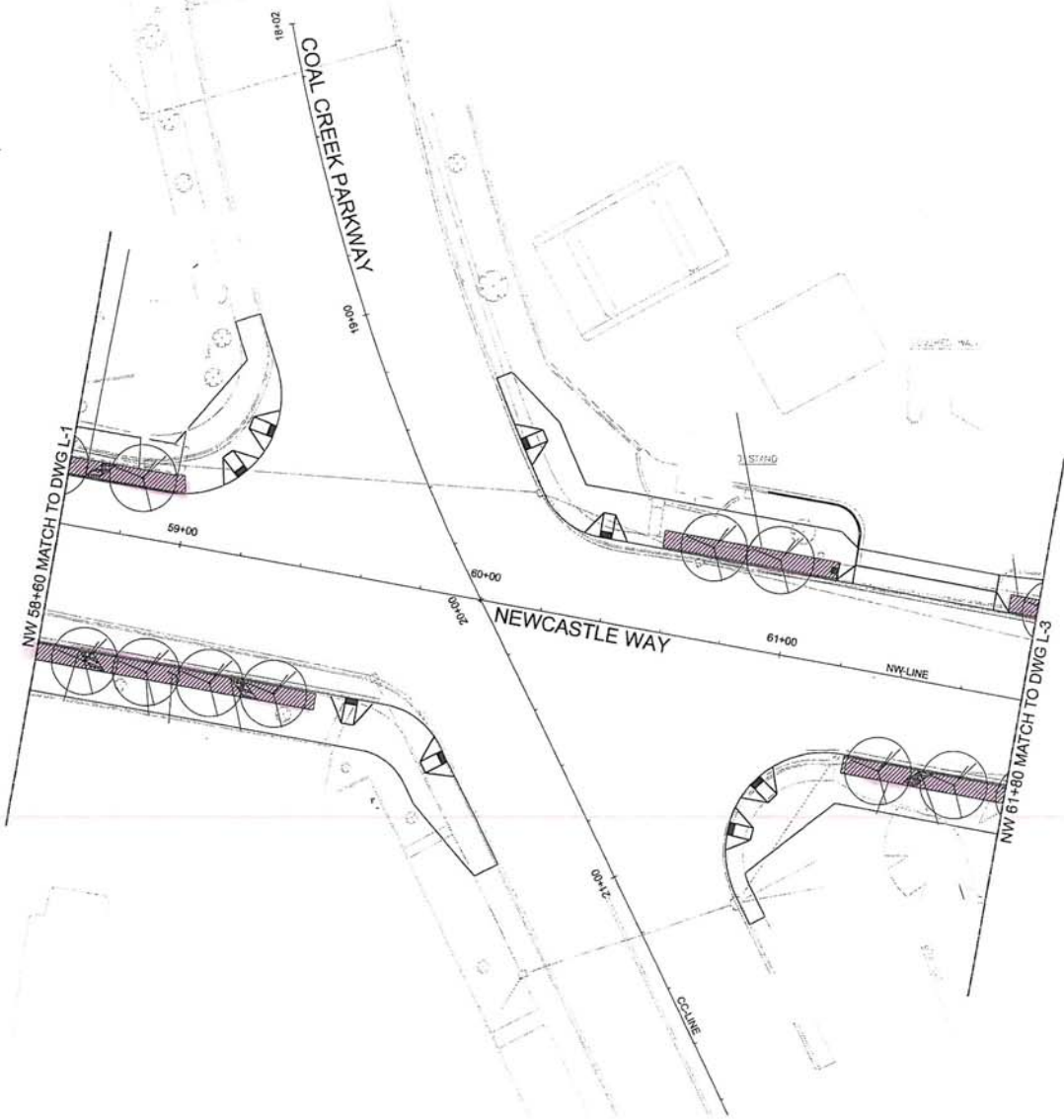
NEWCASTLE TRANSIT CENTER  
LANDSCAPING PLAN

SHEET	56
DWG	L-1
DATE	MAR 2009
PROJ	358892

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# AREA No. 5

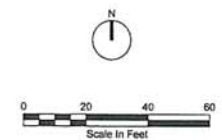


**NOTES:**

1. FOR PLANT SCHEDULE AND LEGEND, SEE L-4.
2. FOR PLANTING DETAILS, SEE L-5.
3. FOR EXIST TREE PROTECTION MEASURES, SEE SITE PREPARATION AND EROSION CONTROL PLANS, SPN-1, SP-1 THROUGH SP-3.
4. FOR IRRIGATION PLANS, SEE I-1 THROUGH I-6.
5. AREAS DISTURBED BY CONSTRUCTION BEHIND SIDEWALK TO BE RESTORED AT THE DIRECTION OF ENGINEER.

**LEGEND:**

-  STREET TREES
-  PLANTED MEDIAN
-  ROCK DRAINAGE FEATURE
-  EXISTING TREES





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1-800-424-5555



DSGN	L. CYRA-KORSGAARD					
DR	S. TAYLOR					
CHK	B. DEROSA					
APVD	R. MASON	NO.	DATE	REVISION	BY	APVD

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City of Newcastle  
King County, Washington  
Newcastle Transit Center

NEWCASTLE TRANSIT CENTER  
LANDSCAPING PLAN

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DWG	L-2
DATE	MAR 2009
PROJ	358892

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# EXHIBIT E



## Figure PTR-1 Parks Map





### Legend

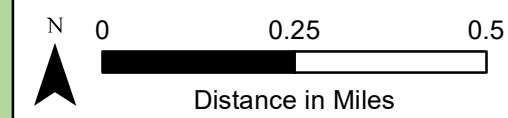
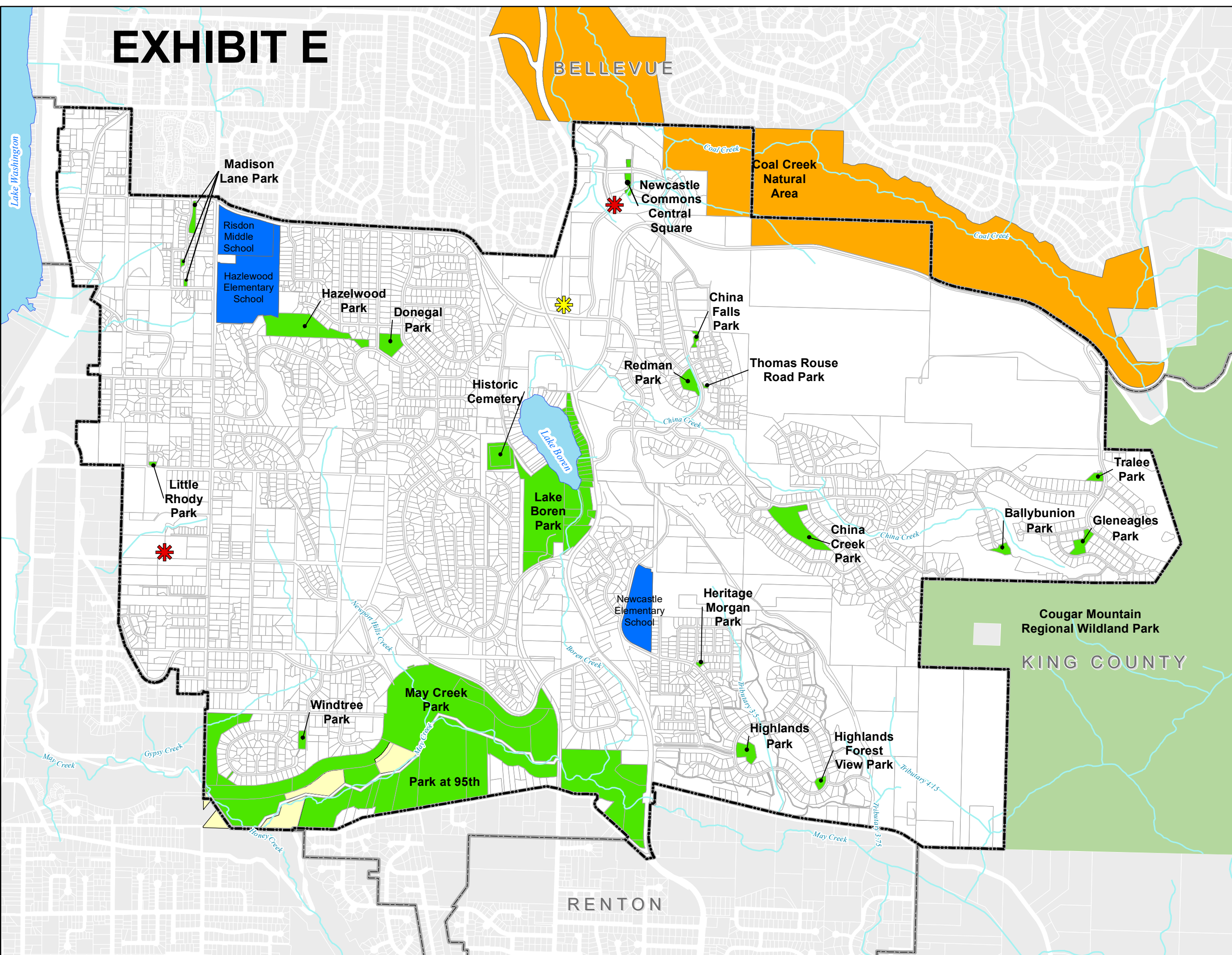
#### Proposed Park Locations

-  Mini-Park
-  Neighborhood Park

-  School District Properties

#### Parks, Owner

-  City of Bellevue
-  City of Renton
-  King County Parks
-  City of Newcastle



Source: King County & City of Newcastle  
 Projected Coordinate System: State Plane  
 (WA State Plane North; FIPS Zone 4601)

Disclaimer: No claims are made as to the accuracy or the completeness of the data contained on this map. The information is presented solely for reference purposes. Exact locations of all property lines, structures, site conditions, or zoning districts should be verified.

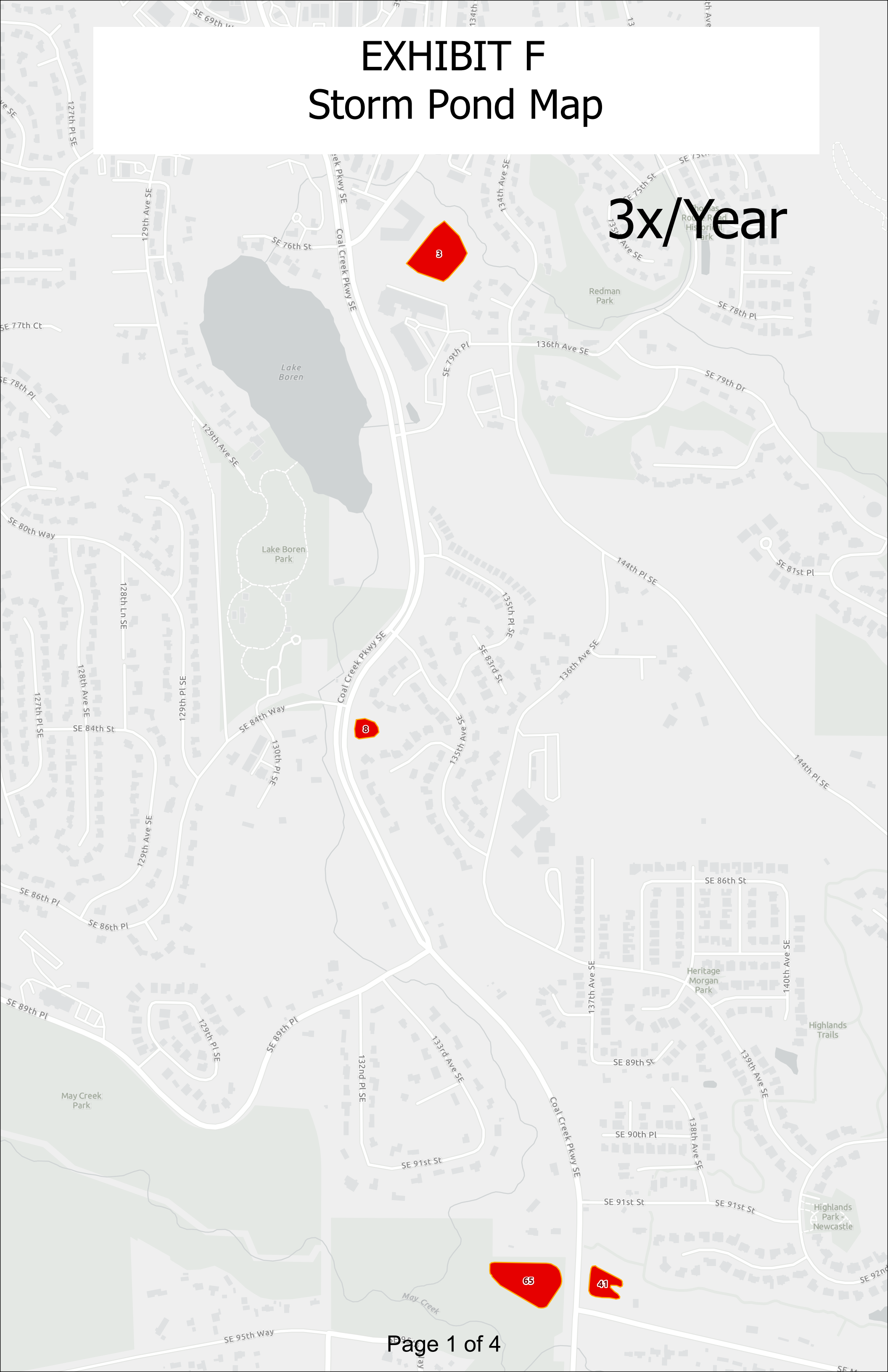
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# EXHIBIT F

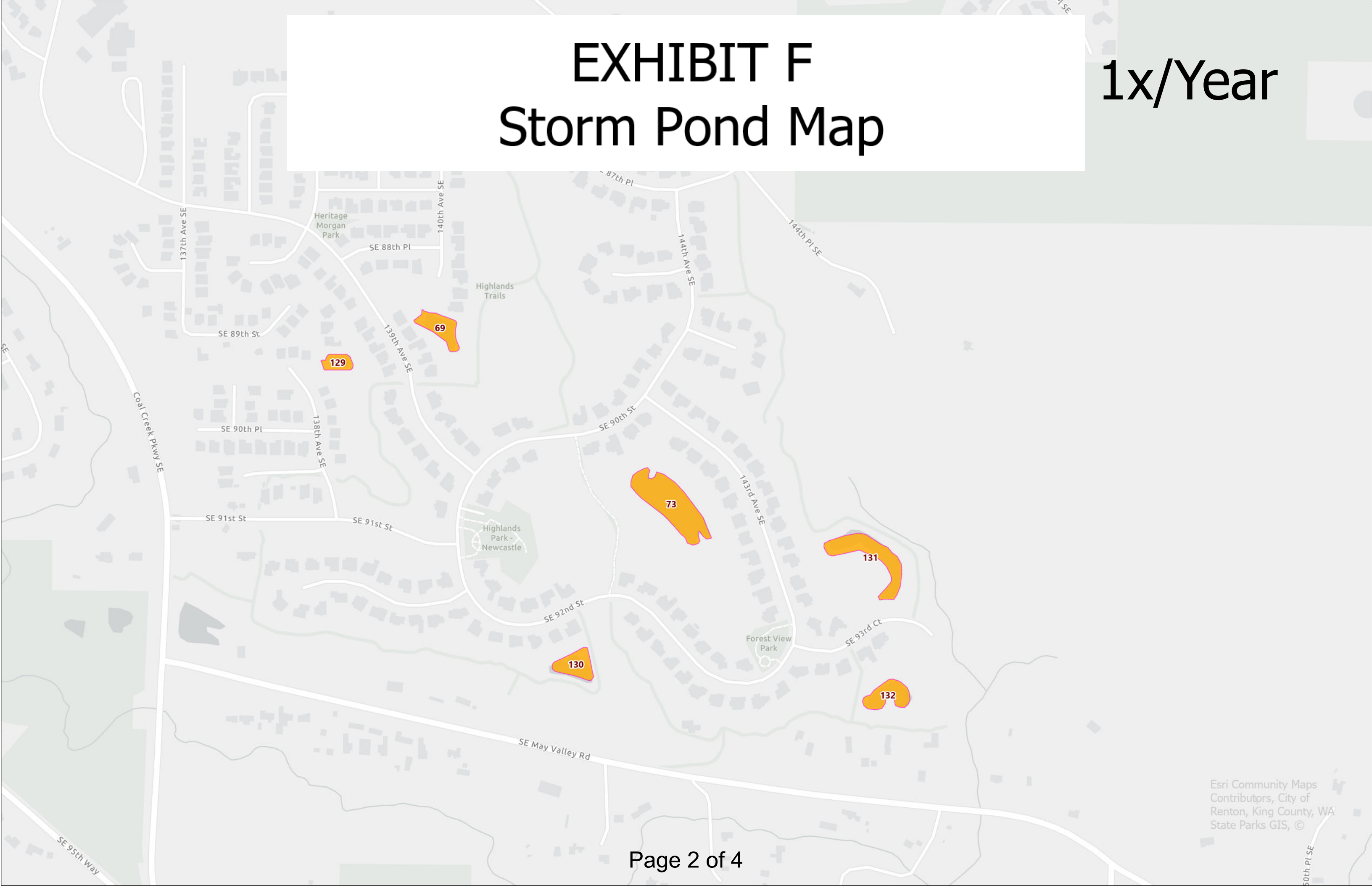
## Storm Pond Map

3x/Year



# EXHIBIT F Storm Pond Map

1x/Year





# EXHIBIT F Storm Pond Map

# 1x/Year

