



CITY OF POULSBO

SMALL WORKS CONTRACT CN2025-06

INVITATION TO BID

Rotary Morrow Park Retaining Wall Project

BID DUE DATE & TIME: Quotation to be submitted to the City of Poulsbo no later than October 9, 2025, at 10:00am. All questions will be submitted no later than October 6, 2025, at 10:00am. A bid bond is required for this project.

NOTE: Work slated is subject to the terms and conditions stipulated in the bid documents, including the plans and technical material specifications attached hereto as Attachment A, B, & C to the form of the Small Works Contract.

SUBMITTAL: Submittals from minority, women, and disadvantaged business enterprises are encouraged pursuant to chapter 49.60 RCW and RCW 39.19.060.

THIS BID SUBMITTED BY:

BIDDER NAME:

COMPANY:

ADDRESS:

CITY:

STATE: ZIP:

PHONE:

EMAIL:

THE UNDERSIGNED offers and agrees to furnish the goods or services on the date required at the price entered herein subject to the terms and conditions attached hereto.

I CERTIFY that the bid document has been read and understood and that all of the conditions contained herein are acceptable, and further, to the best of my knowledge, the information contained in this bid proposal is accurate and complete and that I have the legal authority to commit this firm to a contractual agreement.

BY:

DATE:

BID ISSUE DATE:

PROJECT/ENGINEERS ESTIMATE:
\$73,000 not including sales tax

DEPARTMENT: Public Works

SUMMARIZED SCOPE: Remove and replace existing rock walls with gravity block wall systems.

Email : Email bids to the Engineering Dept. at azieman@cityofpoulsbo.com no later than the bid due date and time listed above. Late and/or incomplete submittals will be classified as nonresponsive and will not be considered for project award. Acknowledgement of Addenda is required.

PUBLIC WORKS REQUIREMENTS: The scope of work for this project constitutes a public work under Washington State law. Bidders are cautioned to take into consideration statutory legal requirements, including related to the payment of prevailing wages, submission of Payment and Performance Bonds (if required), reporting requirements for the use of Subcontractors, and sales tax implications in making a bid. The State of Washington prevailing wage rates applicable for this public works project, which is located in Kitsap County, may be found at the following website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is October 9, 2025. A copy of the applicable prevailing wage rates is also available for viewing at City Hall. Upon request, the City will mail a hard copy of the applicable prevailing wage rates for this project.

FOR technical information regarding this project, please contact the Project Manager, Joy Angsioco, at (360)394-9739 or jangsioco@cityofpoulsbo.com. For administrative assistance, please contact April Zieman in the Engineering Department at (360)394-9746 or azieman@cityofpoulsbo.com.

The City of Poulsbo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

BUSINESS INFORMATION

1. Firm Name: _____
- Firm Address: _____
- Contact Name: _____
- Contact Email: _____
2. Telephone No. (____) _____ Fax No.: (____) _____
3. Washington State License No. _____ Expires: _____
- Washington State Unified Business Identification (UBI) Number: _____
- City of Poulsbo Business License Number: _____
4. Number of years engaged in contracting business under above name: _____
-

OTHER

Are you listed on any debarment lists? ____Y ____N

Are you on the list of parties excluded from the federal procurement/no-procurement programs? ____Y ____N

Check ONE of the following:

____ The bidder hereby confirms and acknowledges that, in accordance with RCW 39.04.350 (l)(f), at least one of its employees or officers has received training on the requirements related to public works and prevailing wage under Chapters 39.04 and 39.12 RCW through a training provided or approved by the Washington State Department of Labor and Industries.

____ Alternatively, the bidder hereby confirms and acknowledges that it has completed three or more public works projects and has had a valid business license in Washington State for three or more years and is therefore exempt from the requirements of 39.04.350(l)(f).

Prepared by:

Reviewed by:

Approved by:

**SCHEDULE OF CONTRACT PRICES
CITY OF POULSBO
ROTARY MORROW PARK RETAINING WALL
PUBLIC WORKS CONTRACT NO. CN2025-06**

NOTES: If a discrepancy between the unit price and the total for each bid item is found the unit price shall prevail.

Item No.	Estimated Quantity	Description of Item	Unit Price	Amount
BASE BID				
1.	CALC	Minor Change		
		1-04 Calculated	\$ 2,500.00	\$ 2,500.00
2.	LS	Mobilization		
		1-09 Per Lump Sum	\$ _____	\$ _____
3.	LS	Removal of Structures and Obstructions		
		2-02 Per Lump Sum	\$ _____	\$ _____
4.	LS	Inlet Drainage System		
		7-01 Per Lump Sum	\$ _____	\$ _____
5.	LS	Erosion Control and Water Pollution Prevention		
		8-01 Per Lump Sum	\$ _____	\$ _____
6.	LS	Final Cleanup and Restoration		
		8-02 Per Lump Sum	\$ _____	\$ _____
7.	600 SF	Gravity Block Wall		
		8-24 Per Square Foot	\$ _____	\$ _____
8.	40 LF	Play Ground Edging		
		8-32 Per Linear Foot	\$ _____	\$ _____

SUBTOTAL: \$ _____

WASHINGTON STATE SALES TAX (9.3%): \$ _____

TOTAL (INCL. WA STATE SALES TAX): \$ _____

*Acknowledgement of Receipt of Addendums

_____ Addendum No.	_____ Date of Receipt	_____ Addendum No.	_____ Date of Receipt
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By: _____

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City of Poulsbo
SMALL WORKS ROSTER CONTRACT
Rotary Morrow Park Retaining Wall
Project CN2025-06

THIS SMALL WORKS ROSTER CONTRACT ("Contract") is entered into between the City of Poulsbo, a municipality incorporated and existing under the laws of the State of Washington, by its City Council and Mayor, hereinafter called the "City", and (_____), hereinafter called the "Contractor". The terms and conditions set forth in this Contract between the City and the Contractor agree as follows:

1. **Contractor Services.** The Contractor shall furnish at its own cost and expense all labor, tools, materials, and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as the **Rotary Morrow Park Retaining Wall** ("Project"). The Project is detailed in the following documents, which are attached hereto and incorporated herein by reference:
 1. Bid Schedule (Attachment A)
 2. General Specifications (Attachment B)
 3. Project Plans (Attachment C)
 4. Bid Bond
 5. Declaration of Retainage
 6. Payment and Performance Bond
 7. Schedule of Prevailing Wages (see <https://secure.lni.wa.gov/wagelookup/>)
 8. Guarantee Form
 9. Certification of Compliance with Wage Payment Statutes
2. **Notice to Proceed; Time of Completion.** The Contractor shall commence work within fourteen (14) days after the City issues a written Notice to Proceed and shall complete the work within twenty (20) working days from the City's issuance of the Notice to Proceed. The time of beginning, rate of progress, and time of completion are essential conditions of this Contract. The City intends to suspend work while the generator and other materials are procured.
3. **Payment.**
 1. **Payment Amount and Procedures.** The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed (_____) Dollars (\$_____) which amount includes all applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit, in a format acceptable to the City, monthly invoices for work and services performed in a previous calendar month. The City shall pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

2. **Defective or Unauthorized Work.** If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the 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.
3. **Final Payment; Waiver of Claim.** Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract, except those required to be withheld by law or agreed to in special contract provisions. 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 REQUEST FOR FINAL PAYMENT IS MADE.
4. **Retainage.** The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue, the Department of Employment Security and the State Department of Labor and Industries, and until settlement of any liens filed under chapter 60.28 RCW, whichever is later.
4. **Prevailing Wage.** The Contractor shall comply with and pay prevailing wages as required by chapter 39.12 RCW, as well as paying prevailing wages related to public works and building service maintenance contracts funded in part or in whole with federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor shall submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from the Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors.

In case any dispute arises regarding the prevailing rates of wages for work of a similar nature, and such dispute cannot be resolved by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington, and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

5. Indemnification and Hold Harmless.

1. **Defense, Indemnification, and Hold Harmless.** The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
2. **Liability for Damages Caused by Concurrent Negligence.** Should a court of competent jurisdiction determine that this Contract 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 hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.
3. **Inspection and Acceptance.** The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.
4. **No Third Party Right of Indemnification.** Nothing contained in this Contract shall be construed to create a liability or a right of indemnification in any third party.

6. Nondiscrimination and Compliance with Laws.

1. **Nondiscrimination.** 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, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
2. **Compliance with Laws.** The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Contract.

3. **Violation of this Section.** Violation of this Section 6 shall be a material breach of this Contract and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. **Job Safety**

1. **Work Site Safety.** The Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
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. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296- 155-650 and -655.

8. **Utility Location.** The 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. The Contractor shall be responsible for compliance with chapter 19.122 RCW including utilization of the "one call" locator system, before commencing any excavation activities.

9. **Correction of Defects.** The Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

10. **Change Order/Contract Modification.**

1. **Amendments.** This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by written change order properly signed by both parties.
2. **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 fourteen (14) 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. 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. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim or 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.

3. **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 direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. 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 payment for work or time by an equitable adjustment.
 4. **Failure to Protest or Follow Procedures Constitutes Waiver.** By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).
 5. **Contractor's Duty to Complete Protested Work.** Regardless of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.
 6. **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 herein 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.
11. **Claims.** The Contractor shall give written notice to the City of all claims, other than change orders, within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages,

additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by 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 Section 10.3 regarding protests.

FAILURE TO PROVIDE A COMPLETE AND WRITTEN NOTIFICATION OF CLAIM IN 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, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. The Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

12. **Contractor's Risk of Loss.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that it/he/she has familiarized itself/himself/herself with all existing conditions and other contingencies likely to affect the work, and has made its/his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.
13. **Insurance.** The Contractor shall maintain insurance as follows: See Section 1-07.18 of the Amendments to the Standard Specs and Special Provisions in Attachment C.
14. **Payment and Performance Bonds.** The Contractor shall provide Payment and Performance bonds to the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract and shall be in a form approved by the City. The bonds shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue, the Department of Employment Security and the Department of Labor and Industries in settlement of any liens filed under chapter 60.28 RCW, whichever is later.
15. **Termination.** This Contract shall terminate upon satisfactory completion of the work described in the Plans (Attachment A) and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient by giving ten (10) days' written notice to the Contractor.

In the event that this Contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Attachment A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the City and shall pay such difference to the

City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

16. **Attorney's Fees and Costs.** If any legal proceeding is brought related to the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.
17. **General Administration.** The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.
18. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data, or other documents or materials given to or prepared or assembled by the Contractor under this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
19. **Subletting or Assigning of Contracts.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that its first-tier subcontractors meet the bidder responsibility criteria as provided in RCW 39.04.350.
20. **Relationship of Parties.** The parties intend that an independent contractor relationship will be created by this Contract. As the 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 the Contractor shall be or 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 its employees, agents, representatives, or subcontractors. The Contractor shall be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, representatives, and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.
21. **Nonwaiver 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. **Written Notice.** All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.
23. **Term.** This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the later of the signature dates included below.

CONTRACTOR

CITY OF POULSBO

Date: _____

Date: _____

By: _____

By: _____

Name _____

Becky Erickson, Mayor

Title _____

Tax I.D. # _____

City Bus. Lic.# _____

CITY CONTACT:

Joy Angsioco

City of Poulsbo

200 NE Moe St.

Poulsbo, WA 98370

Phone: 360.394.9745

Email:

jangsioco@cityofpoulsbo.com

CONTRACTOR CONTACT:

Print Name: _____

Address: _____

Phone: _____

Email: _____

Contractor License#: _____

(If this is a new contractor or if the Contractor has never conducted work with the City, a W-9 form must be attached to this Contract.)

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CITY OF POULSBO

1. Bid Deposit:

The undersigned Principal hereby submits a Bid Deposit with the City of Poulsbo in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of _____ Dollars (\$ _____).

2. Bid Bond:

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal and _____, as Surety, are held firmly bound unto the City of Poulsbo, Washington, as Obligee, in the penal sum of _____ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The conditions of this obligation are such that if the Obligee shall make any award to the Principal for _____, Poulsbo, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said Proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this Bond.

Signed, Sealed and Dated this _____ day of _____, 20____.

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

Printed Name and Title

By _____
Attorney-in-Fact (Attach Power of Attorney)

Name and address of local office of
Agent and/or Surety Company:

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specification.

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**Selection of Retainage Option
CITY OF POULSBO**

Rotary Morrow Park Retaining Wall

Public Works Project CN2025-06

OPTION#1 Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor on estimates during the progress of the work shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

- ☐ Retained in a fund by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed;
- ☐ Deposited by the Owner in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work is completed, or until agreed to by both parties: Provided that interest on such account shall be paid to the Contractor; or
- ☐ Placed in escrow with a bank or trust company by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed. When the monies reserved are to be placed in escrow, the Owner shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Poulsbo shall not be liable in any way for any cost or fees in connection therewith.

Name of Financial Institution

Address of Financial Institution

City, State, Zip Code of Financial Institution

Escrow Account Number

Contractor's Signature

Date

OPTION#2 PURSUANT TO RCW 60.28.011 (6), THE CONTRACTOR MAY PROVIDE THE CITY A
RETAINAGE BOND

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**PERFORMANCE AND PAYMENT BOND
CITY OF POULSBO**

Bond to City of Poulsbo, Washington

Bond No. _____

We, _____, and _____,
 (Principal) (Surety)

a _____ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Poulsbo ("Owner"), in the penal sum of _____ Dollars(\$ _____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 20____, between Principal and Owner for a project entitled Rotary Morrow Retaining Wall Project Contract No. CN2025-06 ("Contract"). The initial penal sum shall equal 100 percent of the Total Bid Price, including sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

- Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;
- Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

- Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the contract, or
- Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

Printed Name and Title

By _____
Attorney in Fact (Attach Power of Attorney)

Name and address of local office of
Agent and/or Surety Company:

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

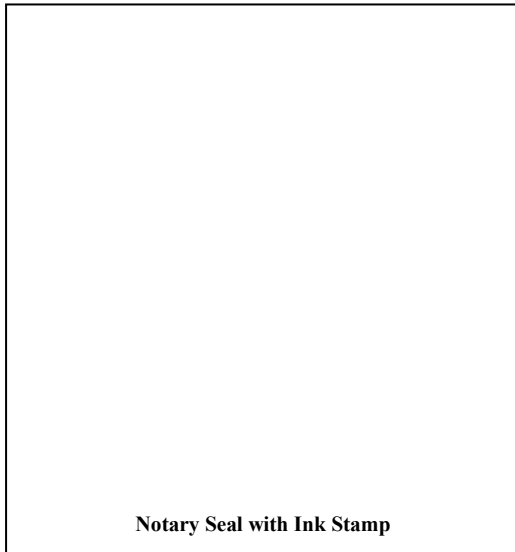
Surety Acknowledgement

STATE OF _____)
_____)ss.

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that ☐ he ☐ she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at: _____

My Commission expires: _____

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Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date October 9, 2025, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

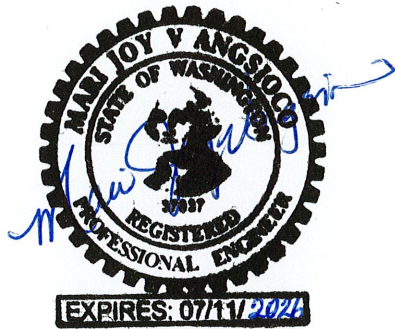
If a co-partnership, give firm name under which business is transacted:

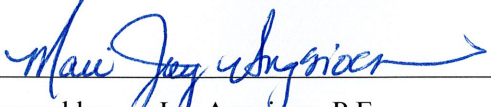
** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*


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CERTIFICATION

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.




Prepared by: Joy Angsioco, P.E.
Civil Engineer


Approved by: Josh Raney, P.E.
City Engineer

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INTRODUCTION TO THE SPECIAL PROVISIONS

(*****)

SPECIAL PROVISIONS

The following Special Provisions and Technical Specifications shall apply to the work of this project. Where requirements of the Special Provisions are in conflict with the Washington State *Standard Specifications* or the City of Poulsbo Construction Standards and Specifications, or the Contract Plans, the Special Provisions shall supersede the requirements of these other contract elements. Where applicable, revisions or supplements to Washington State *Standard Specifications* are preceded by the Division and Section number.

Submittals

The contractor shall submit documentation for the project as identified in the Technical Specifications. Submittals shall be numbered sequentially and include all required information on City request for material approval forms. Re-submittals shall be denoted with a letter for each subsequent resubmittal, for example Submittal 1-A. The City shall have 2 weeks to review each submittal and provide a response to the contractor.

Surveying, Staking and Referencing

The Contractor shall be responsible for establishing the location of the work including layout and elevations, site improvements and all other work.

Stockpile and Staging Area

Stockpiling and staging area shall be coordinated with City of Poulsbo ahead of time. No stockpiling will be allowed in City right of way unless otherwise approved. Space at the site is limited and the existing features such as the playgrounds, statue, gazebo, rain gardens, and trails shall not be impacted without confirmation from the Contracting agency.

Coordination

Landscaping operations and impacts shall be coordinated ahead of time with City of Poulsbo Public Works. Access to the four (4) homes on the south and east side of Rotary Morrow park is to be maintained at all times. Any impacts to the residents of these homes shall be discussed with the Contracting agency.

Provisions

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2025 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions & Technical Specifications, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is

a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

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

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

*(*****) Denotes a City Revision*

Also incorporated into the Contract Documents by reference are:

- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- City of Poulsbo Construction Standards

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

Division 1 General Requirements

DESCRIPTION OF WORK

This Contract provides for the following and other work in accordance with the attached specifications.

The Work to be performed under these Specifications consists of procuring and installing a Gravity Block Wall system and furnishing all labor, materials, and equipment necessary. Work shall include but not be limited to the following:

- Mobilization, clean up, restoration, demobilization
- Remove and haul existing rock wall
- Furnish and install a Gravity Block Wall system
- Furnish and install playground edging
- Furnish and install backfill, compaction, topsoil, and seeding
- Furnish and install Inlet Drainage system

All work will be located at Rotary Morrow Community Park. The contractor is limited to utilizing and accessing only the park area for all work to be performed. The contractor shall not impact any of the adjacent residents and associated properties.

1-02 BID PROCEDURES AND CONDITIONS

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Electronic Package	1	Furnished automatically upon award.
Reduced plans (11" x 17")	1	Furnished automatically upon award.
Contract Provisions	1	Furnished automatically upon award.

1-04 SCOPE OF WORK

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

(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions & Technical Specifications,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-05 CONTROL OF WORK

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections *(October 1, 2005 APWA GSP)*

*(*****)*

It is the intent of the Contracting Agency to have at the Physical Completion Date completely installed gravity block wall systems. During the inspections the Contractor shall correct any items of defective workmanship and materials. The City will provide written notice of deficiencies, adequately describing the same, to the owner, permit holder, or contractor prior to final approval of the construction. The deficiencies shall be corrected, at the costs of the Contractor, to the satisfaction of the City before final inspection or acceptance will be made by City. The Physical Completion Date cannot be established until corrections have been completed to the satisfaction of the Engineer.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(*****)

Locations and dimension shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification. It is the Contractors responsibility to pothole to verify exact locations and depth of a utility within the excavation area for their work. The Contractor shall protect these utilities during construction and repair any utilities damage as a result of the Contractor's operations.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2024 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.
- I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) Additional Insured

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

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

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

1-07.18(3) Subcontractors

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

The Contractor shall ensure that all subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds and provide proof of such on the policies as required by that section as

detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. **1-08 PROSECUTION AND PROGRESS**

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

1-08.3 Progress Schedule

(*****)

Section 1-08.3 is supplemented with the following:

(*****)

The Contractor shall provide routine and regular progress updates and notify the City if there are any delivery or material procurement delays.

END OF DIVISION 1

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Division 2 Earthwork

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

Section 2-02.1 is supplemented with the following:

(*****)

Work shall include removing all, except as noted below, existing 1-2 / 3-4-man boulders at the locations shown on the Plans or as directed by the Engineer and hauled off to Raab Park (see Appendix A).

Work shall include removal and disposal of any backfill material behind the existing rockery that is necessary to construct the proposed block wall.

Work shall include retainage and relocation of approximately 10-12 specifically marked existing flat rocks at the locations shown on the Plans.

2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

(*****)

Removal of Structure and Obstructions shall include but not be limited to all items indicated on the Plans not paid for as part of other bid items. Remove completely all existing items as shown on the Plans and as required for construction of the improvements. Except as specified elsewhere or as shown on the Plans, upon their removal, the structures and obstructions, except for items specified to be salvaged, shall become the property of the Contractor and the Contractor shall dispose of them in a manner meeting all requirements of federal, state, county, and local laws and regulations.

2-02.4 Measurement

Removal of Structure and Obstruction shall be measured by lump sum.

2-02.5 Payment

Section 2-02.5 is replaced with the following:

“Removal of Structure and Obstruction”, per lump sum.

The lump sum Contract cost for “Removal of Structure and Obstruction”, shall include costs for removal and disposal of all items indicated on the Plans including the specific items listed in Section 2-02.1 of these Special Provisions.

END OF DIVISION 2

Division 7
Drainage Structures, Storm Sewer, Sanitary Sewer, Water Mains, and Conduits

7-01 Drains

7-01.1 Description

Section 7-01.1 is supplemented with the following:

(*****)

Work shall include furnishing and installing an inlet grate drainage system at the location shown on the Plans or as directed by the Engineer.

7-01.3 Construction Requirements

Section 7-01.3 is supplemented with the following:

(*****)

Work shall connect to the existing drain system at the location shown on the Plans or as directed by the Engineer.

7-01.4 Measurement

Section 7-01.4 is replaced with the following:

Inlet Drainage System shall be measured by lump sum.

7-01.5 Payment

Section 7-01.5 is replaced with the following:

“Inlet Drainage System”, per lump sum.

The lump sum Contract cost for “Inlet Drainage System”, shall include all labor, tools, materials, and equipment necessary or incidental to furnish and install a complete inlet drainage system, including excavation, gravel backfill material, geotextile, underdrain perforated pipe, pipe bedding, grate inlet, and connection to the existing drain system as shown on the Plans.

END OF DIVISION 7

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**Division 8
Miscellaneous Construction**

8-02 FINAL CLEAN UP AND RESTORATION

8-02.1 Description

Section 8-02.1 is supplemented with the following:

(*****)

Work shall include site preparation, backfilling, compacting, grading, placing topsoil, fertilizer, mulch, and seeding at the location shown on the Plans or as directed by the Engineer.

Work includes, but not limited to, grouting the voids at the sides of all the concrete stairs, raking the playground chips, restoring any disturbed areas along the trail, removing debris and equipment.

8-02.2 Materials

Section 8-02.2 is supplemented with the following:

(*****)

Protime; Companion Low Maintenance Grass Mix (Western WA)
Imported topsoil shall be a mixture of friable sandy loam, sand, and compost.

8-02.3 Construction Requirements

Section 8-02.3 is supplemented with the following:

(*****)

Restoration planting preparation work shall proceed as rapidly as the site becomes available, consistent with normal seasonal limitations for seeding. Unless otherwise allowed by the Engineer, the Contractor shall apply seeds from September 1 through October 1.

When seeding by hand, the seed shall be incorporated into the top ¼ inch of soil by hand raking or other method that is allowed by the Engineer.

Apply Quikcrete or other grout in accordance with the manufacturer's recommendations.

8-02.4 Measurement

Section 8-02.4 is replaced with the following:

Final Clean up and Restoration shall be measured by lump sum.

8-02.5 Payment

Section 8-02.5 is replaced with the following:

“Final Clean up and Restoration”, per lump sum.

The lump sum Contract cost for “Final Clean up and Restoration”, shall include all labor, tools, materials, and equipment necessary or incidental to restore all disturbed areas to original state including but not limited to existing trails, playground chips, grouting concrete stair voids; furnish and install backfill, compaction, topsoil, grading, and seeding, as shown on the Plans; removal of Temporary Erosion Control structures, and demobilization.

8-24 ROCK AND GRAVITY BLOCK WALL AND GABION CRIBBING

8-24.1 Description

Section 8-24.1 is supplemented with the following:

(*****)

Work shall include furnishing and installing gravity block retaining wall systems to the lines and grades, and at the locations shown on the Plans or as directed by the Engineer.

8-24.2 Materials

Section 8-24.2 is supplemented with the following:

(*****)

Gravity Block Wall shall be gray and be suitable for creating a uniform wall surface/face. Contractor shall submit samples to the Engineer for approval prior to installation.

8-24.3 Construction Requirements

Section 8-24.3 is supplemented with the following:

(*****)

Gravity Block Wall units, backfill, underdrain pipe, base compaction and leveling shall be installed in accordance with the manufacturer's recommendations.

8-24.4 Measurement

Section 8-24.4 is removed and revised to read:

(*****)

Gravity block walls shall be measured per square foot of finished wall face, including portion below finish grade (embedment depth). The vertical limits for measurement are

from the bottom of the bottom layer of blocks to the top of the top layer of blocks. The horizontal limits for measurement are from end of wall to end of wall.

8-24.5 Payment

Section 8-24.5 is removed and revised to read:

(*****)

“Gravity Block Wall”, per square foot.

The unit contract price for “Gravity Block Wall” per square foot shall include all labor, tools, materials, and equipment necessary or incidental to furnish and construct a complete gravity block wall system, including excavation, gravel backfill material for wall, shoring, geotextile, underdrain systems and fittings, foundation leveling pad, wall blocks, and wall cap to complete the wall as shown on the Plans.

8-32 PLAYGROUND EDGING

NEW SECTION

8-32.1 Description

The work shall consist of furnishing and installing playground edging at the locations as shown on the Plans. This Work shall consist of constructing a flush playground edge between different surface materials (engineered playground wood chips and compacted gravel path) in accordance with these Specifications and in conformity with the lines, grades, depth, and typical cross-section show in the Plans or as established by the Engineer.

8-32.2 Materials

Install a durable and flexible edging barrier such as Benda Board by Epic Plastics, or equal, that is made from high-density polyethylene recycled plastic which is ideal for creating organic curves and shapes as required per the Plans. Size of edging board to be 0.72 inches wide and 3.35” deep minimum (1x4). Boards should have factory-cut thermal expansion slip joints. Color (teak) to match previously installed edging within the playground.

8-32.3 Construction Requirements

Install per manufacturer’s recommendations. Allow for thermal expansion and shrinkage by leaving small gaps (1/4”) between ends of boards. Use plated screens to join boards to pre-drilled stakes. Stakes should be placed every 4 linear feet. Stakes should also be placed within 6” of the end of boards or within 6” of where two boards are adjoined. Do not screw both boards together. Use coarse wood working tools for cutting and drilling.

8-32.4 Measurement

Playground edging will be measured by the linear foot.

8-32.5 Payment

Payment will be made of the following Bid items when shown in the Proposal:

“Playground Edging”, per linear foot.

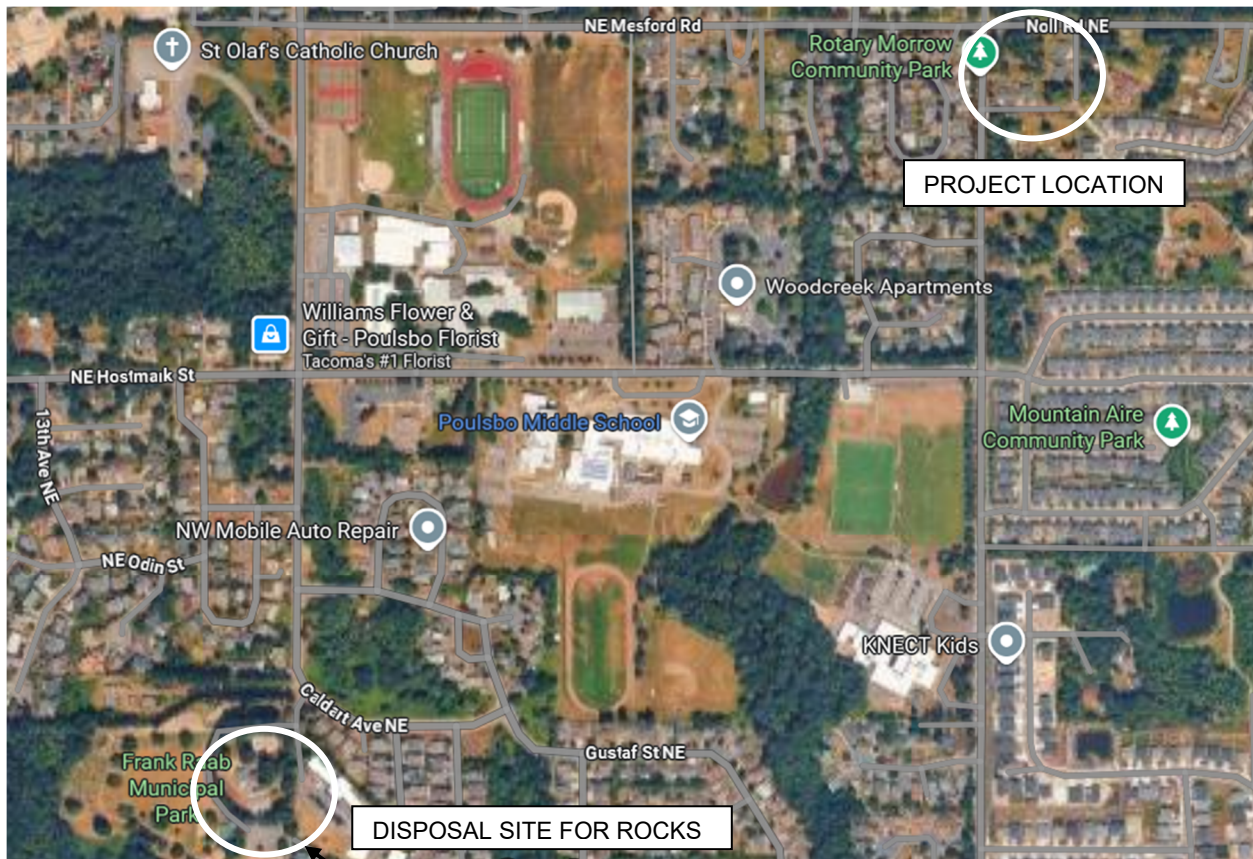
The unit contract price for “Playground Edging” shall be full pay for all labor, equipment, and materials necessary to install the edging per manufacturer’s recommendations as shown in the Plans.

END OF DIVISION 8

APPENDIX A

ROCK HAUL/DISPOSAL SITE

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Coordinate exact location for the disposal of rocks from the Rotary Morrow Community Park rock wall system with the City of Poulsbo Public Works Department at (360) 779-4078, prior to delivery of rocks.

Only large 1-2 / 3-4 man rock/boulders are to be placed at Raab Park. All other material removed from the Rotary Morrow Park is to be disposed of by the Contractor.



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