

# CHAPTER 1

## INTRODUCTION

These standards shall apply to all improvements within the public right-of-way and/or public easements, to all improvements required within the proposed public right-of-way of new subdivisions, for all improvements intended for ownership, operations on maintenance by the City and for all other improvements (on or offsite) for which the City Code requires approval from the City's Public Works Superintendent, City Planner, City Engineer, Fire Chief, and/or the City Council as appropriate. These standards are intended as guidelines for designers and developers in preparing their plans and for the City in reviewing plans. Where minimum values are stated, greater values should be used whenever practical; where maximum values are stated, lesser values may be used, where practical. The developer/proponent is however cautioned that higher standards and/or additional studies and/or environmental mitigation measures may, and will, in all likelihood, be imposed by the City when developing on, in, near, adjacent, or tributary to sensitive areas to include, but not be limited to, steep embankments, creeks, ponds, lakes, certain wildlife habitat, unstable soils, etc.

Alternate design standards will be accepted when it can be shown, to the satisfaction of the City, that such alternate standards will provide a design equal to or superior to that specified. In evaluating the alternate design, the City shall consider appearance, durability, ease of maintenance, public safety and other appropriate factors.

Any improvements not specifically covered herein by these Standards must meet or exceed the current version of the Standard Specification for Road, Bridge & Municipal Construction, State of Washington, and current amendments thereto, revised as to form to make reference to Local Governments. Said specifications shall be referred to hereafter as the "Standard Specifications". Where improvements are not covered by these details, by the Standard Specifications or by the standard details, the City will be the sole judge in establishing appropriate standards. Where the technical requirements of these standards conflict with any existing City ordinances or discrepancies exist within the body of this text, the higher "standards" shall be utilized as determined by the Public Works Superintendent.

Plans for major improvements in the public right-of-way, within public easements, or improvements to be "deeded" or "gifted" to the City, shall bear an approval signature from the City.

The designer shall submit calculations or other appropriate materials supporting the design of utilities, pavements and storm drainage facilities. The designer shall submit calculations for structures and other designs when requested by the City Engineer and/or

Building Official.

1. Definitions (as used herein)

- a) "City": City of Ilwaco, Pacific County, Washington, a municipal corporation, existing under and by virtue of the laws of the State of Washington. Actions designated as taken by the City are the acts of the Administration, the Mayor, City Engineer, Director of Public Works or laws or decisions adopted by the City Council..
- b) "City Engineer" means the City's Engineer, whether a staff engineer, contacted engineer, or consultant.
- c) "Contract Documents": The contract documents shall consist of the following and in case of conflicting provisions, the first mention shall have precedence.
  - 1. Developers Agreement
  - 2. City Development Guidelines and Public Works Standards
  - 3. Other Applicable City Municipal Codes
  - 4. City Right-of-Way Use Permit
  - 5. Plans
  - 6. Standard Details (WSDOT Specifications)
  - 7. Specifications - Conditions and Standards of the Contract (As Approved by City)
  - 8. City Approved Addenda
  - 9. City Approved Change Orders

These documents shall form the Contract.

- d) "Contractor" means the Developer's contractor or subcontractor.
- e) "Developer". The party having an agreement with the City to cause the installation of certain improvements, to become a part of the City's utility and/or roadway system upon completion and acceptance and/or the party installing water, sewer or storm drainage facilities on private property that will remain the responsibility of the property owner. The term shall also include the Developer's contractor employed to do the work or the Contractor's employees.
- f) "Development" shall mean the construction, reconstruction, conversion, structural alteration, relocation, enlargement, or change in use of any structure or property, or any project which will increase vehicle trips per day during peak hour traffic, or any project which negatively impacts the service level, safety, or operational efficiency of serving roads.
- g) "Maintenance Bond" means a bond furnished by the Developer and written by a corporate body qualified to write surety in the State of Washington, guaranteeing

that the Developer will repair any defects found in the work within the time period as further identified herein.

- h) "Mayor" means mayor of the City of Ilwaco or his/her authorized representative.
- i) "Off-site Improvements" means access roads, sidewalks, curbs, sewers, water distribution piping, storm drainage or other utility infrastructure that off the land being developed but are necessary to provide adequately sized utility connections or meet the requirements of these development standards or permit requirements. Off-site improvements may be warranted based on (1) the existing condition and capacity of the existing street or utility infrastructure and, (2) impacts caused by the proposed development. These off-site improvements (in addition to "on-site" improvements as may be warranted) will be as determined by the City Engineer or Public Works Superintendent so as to reasonably mitigate impacts caused by development.
- j) "On-site Improvements" means driveways, sewers, water distribution piping, and storm drainage infrastructure that is located on the land or lot being developed.
- k) "Performance Bond" means a bond furnished by the Developer and written by a corporate body qualified to write surety in the State of Washington, guaranteeing that the work will be completed in accordance with the plans and specifications.
- l) "Operations and Maintenance Supervisor" means the City's utilities superintendent, or operations and maintenance supervisor, or Public Works Superintendent.
- m) "Plans" mean drawings, including reproductions thereof, of the work to be done as an extension to the City's water distribution system, sewer collection system or storm drainage system, prepared by an Engineer licensed in the State of Washington.
- n) "Public Works Superintendent" means the City's duly appointed Public Works Superintendent, or in his absence, the Mayor.
- o) "Specifications" means the directions, provisions, and requirements designated by an Engineer licensed in the State of Washington for the performance of the work and for the quantity and quality of materials, as contained or referenced herein.
- p) "Work": The labor or materials or both, superintendence, equipment, transportation, and other facilities necessary to complete the Contract.

2. Exclusions
  - (a) A one-time enlargement of less than 800 square feet of total footprint on any parcel of property, or, a one-time net increase of less than 25% of the total aggregate area of the existing footprint(s) of building(s) on the site, whichever is less.
3. Developer to be Informed: The Developer is expected to be fully knowledgeable regarding the standards, permitting requirements, and the extent of the work to be done, and, if in doubt, to secure specific instructions from the City.
4. Authority of Mayor: The Mayor or his authorized representative shall have the authority to stop work whenever, in his/her opinion, the same shall be necessary to insure compliance with the plans and specifications, and shall have authority to reject work and materials which do not so conform and to decide questions which may arise in the execution of the work.
5. Authority of the Public Works Superintendent: The Public Works Superintendent or his/her authorized representative shall have the authority to determine the amount, quality, acceptability and fitness of the several kinds of work, material and equipment and to decide all questions relative to the classification of materials and the fulfillment of this Contract, and to reject or condemn all work or material which does not conform to the terms of this Contract. The Public Works Superintendent decision in all matters is the decision of the City, and can only be changed by the City. Moreover, the City has not so delegated, and the Public Works Superintendent or his/her authorized representative(s) does (do) not purport to be a safety expert, is not so engaged in that capacity under this Contract, and has neither the authority nor the responsibility to enforce construction safety laws, rules, regulations or procedures, or to order the stoppage of work for claimed violations thereof but may report flagrant safety violations to proper authorities.

The furnishing by the City of resident project representation and/or inspection shall not be construed by the Contractor or Development that the City is responsible for the identification or enforcement of such laws, rules or regulations.
6. Payment for City Services: The Developer shall be responsible for promptly reimbursing the City for all costs and expenses incurred by the City in the pursuit of project submittal, review, approval, and construction. These costs include, but are not limited to, the utilization of staff and "other" outside consultants as may be necessitated to adequately review

and inspect construction of the project(s). All legal, administrative, and engineering fees for project review, meetings, approvals, site visits, construction inspection, etc., shall be subject to prompt reimbursement. The Developer is cautioned that project approval (City acceptance) and occupancy permits will be denied until all bills are paid in full.