

## **CHAPTER 3**

### **PUBLIC WORKS CONSIDERATIONS**

#### **3.1 BONDING**

Developers and contracts performing work within the public right-of-way or publicly owned easement(s) shall be prepared to satisfy the following two bonding requirements. The City will only accept an assignment of funds as bonds. The funds will be held by the City in an interest bearing account.

- A. Furnishing a performance bond that shall be conditioned upon faithful completion of that portion of the work performed pursuant to the permit which will require completion by the City should the permittee or his contractor default. The amount of such bond shall be 150% of the outstanding value of the improvements. The City engineer shall review and provide approval, as may be applicable of the submitted amount.
- B. Furnishing a Maintenance Bond. All work shall be guaranteed by the Contractor for a two-year period from the time of inspection and final approval of the construction by the City. The maintenance bond shall be equal to 15% of the total cost of the improvements.

#### **3.2 HOLD HARMLESS CLAUSE**

The Developer shall indemnify and hold harmless the City and the City Engineer, and their agents and employees, from and against all claims damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work, and shall, after reasonable notice, defend and pay the expense of defending any suit and will pay any judgment, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission or by any other action giving rise to strict liability of the Developer, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or City Engineer, or any of their agents or employees, by any employee of the Developer, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or

under workman's compensation acts, disability benefit acts, or other employee's benefit acts.

The obligations of the Developer under this article shall not include the sole negligence of the City or the City Engineer.

### **3.3 DEVELOPER'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

The Developer shall not commence work until he has furnished evidence (in duplicate copy) of insurance required hereunder, and such insurance has been approved by the City Attorney; nor shall the Developer allow any contractor or subcontractor to commence work on his contract or subcontract until the same insurance requirements have been complied with by such contractor or subcontractor. Approval of the insurance by the City Attorney shall not relieve or decrease the liability of the Developer thereby.

Companies writing the insurance under this article shall be licensed to do business in the State of Washington or be permitted to do business under the Surplus Line Law of the State of Washington.

The Developer shall maintain, during the life of the Contract, Comprehensive General and Automobile Liability Insurance, as detailed herein. The insurance shall include, as Additional Named Insured, the City of Ilwaco. All insurance policies shall be endorsed to provide that the policy shall not be canceled or reduced in coverage until after ten (10) days prior written notice, as evidenced by return receipt of registered letter has been given to the City of Ilwaco.

Comprehensive General Bodily Injury and Property Damage Insurance shall include:

- a. Premises & Operations;
- b. Developer's Protective Liability;
- c. Products Liability, including Completed Operations Coverage;
- d. Contractual Liability; and
- e. Broad Form Property Damage.

Comprehensive Automobile Bodily Injury and Property Damage Insurance shall include:

- a. All owned automobiles;
- a. Non-owned automobiles; and
- b. Hired automobiles.

The insurance coverage's listed above shall protect the Developer from claims for damages for bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the Developer's obligation to enforce the requirements of this article as respects any contractor or subcontractor.

Comprehensive General and Automobile Liability Insurance shall provide coverage for both bodily injury and property damage, as follows:

- A. Comprehensive General and Automobile Bodily Injury Liability Insurance on an occurrence basis of not less than One Million dollars (\$1,000,000.00) for bodily injury, sickness or disease, including death resulting therefrom, sustained by each person; and for limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence;
- B. Comprehensive General Property Damage Liability Insurance on an occurrence as is for limits of not less than One Million Dollars (\$1,000,000.00) for damage to or destruction of property, including loss of use thereof, arising from each occurrence, and in an amount of not less than One Million Dollars (\$1,000,000.00) in aggregate;
- C. Comprehensive Automobile Property Damage Liability Insurance on an occurrence basis for limits of not less than One Million Dollars (\$1,000,000.00) for damage to or destruction of property, including loss of use thereof, arising from each occurrence;
- D. Comprehensive Liability Insurance shall include the City and the as Additional Named Insured;
- E. Comprehensive General Property Damage Liability Insurance shall include liability coverage for damage to or destruction of property of other, including loss of use of property damaged or destroyed, and all other indirect and consequential damage for which liability exists in connection with such damage to or destruction of property of others, and shall include coverage for:
  - ("X") Injury to or destruction of any property arising out of blasting or explosion;
  - ("C") Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due;

- (1) to excavation, including borrowing, filling or backfilling in connection therewith, or tunneling, pile driving, coffer-dam work or caisson work; or
  - (2) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof;
- ("U")
1. Injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of excavating or drilling; or
  2. Injury to or destruction of property at any time resulting therefrom.

There shall be included in the liability insurance, contractual coverage sufficiently broad to insure the provisions of "Hold Harmless Clause".

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Developer's responsibility for payment of damages resulting from his operations under this Contract.

In the event the Developer is required to make corrections on the premises after the work has been inspected and accepted, he shall obtain, at his own expense, and prior to commencement of any corrective work, full insurance coverage, as specified herein.

The Developer shall furnish, upon request by the City, certified copies of the insurance policy or policies within two weeks of the City's request.

### **3.4 COMPENSATION & EMPLOYER'S LIABILITY INSURANCE**

The Developer shall maintain Workmen's Compensation Insurance or, as may be applicable, Maritime Workmen's Insurance, as required by state or federal statute for all of his employees to be engaged in work on the Project and, in case any such work is sublet, the Developer shall require the contractor or subcontractor similarly to provide Workmen's Compensation Insurance or Maritime Workmen's Insurance for all of the latter's employees to be engaged in such work. The Developer's Labor & Industries account number shall be noted in the Proposal in the space provided.

In the event any class of employees engaged in work at the site of the Project is not covered under the Workmen's Compensation Insurance or Maritime

Workmen's Insurance, as required by state and federal statute, the Developer shall maintain and shall cause each contractor or subcontractor to maintain Employer's Liability Insurance with a private insurance company for limits of at least One Hundred Thousand Dollars (\$100,000.00), each person, and Three Hundred Thousand Dollars (\$300,000.00), each accident, and furnish satisfactory evidence of same.

### **3.5 NON-INTERFERENCE**

The permittee shall be responsible for minimum interference with:

- Traffic Routing
- Fire Facility Clearance
- Adjoining Property
- Utility Facilities
- Natural Surface Drainage

Prior to construction, these items are to be discussed with the City Public Works Department, and/or City Fire and Police Departments and/or the City Building Inspector, and special provisions may be included in any applicable City Permit(s).

### **3.6 WORK STANDARDS**

All work and workmanship performed shall be done in accordance with minimum standards published in the current Standard Specifications for Road, Bridge & Municipal Construction, State of Washington, and current amendments thereto, revised as to form to make reference to Local Governments.

The latest edition of the following additional standards shall be applicable when pertinent, when specifically cited in the standards or when required by state or federal funding authority:

- a. Pacific County Road Standards
- b. Local Agency Guidelines, WSDOT, as amended.
- c. Guidelines for Urban Arterial Program, WSDOT, as amended.
- d. American Water Works Association Standards.
- e. Design criteria of federal agencies including the Federal Housing Administration, Department of Housing and Urban Development, the Federal Highway Administration and Department of Transportation,
- f. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO), 2001, or current edition when adopted by WSDOT.
- g. Standard Specifications for Highway Bridges, adopted by AASHTO, current edition.

- h. U.W. Department of Transportation Manual on Uniform Traffic Control Devices, “MUTCD”, as amended and approved by Washington State Department of Transportation, current edition.
- i. Guide for the Development of Bicycle Facilities, adopted by AASHTO, current edition.
- j. Associated Rockery Contractors (ARC), Standard Rock Wall Construction Guidelines.
- k. American Society for Testing and Materials (ASTM).
- l. Illuminating Engineering Society of America (IES) National Standard Practices for Roadway Lighting, RP-8, Current Edition, as modified herein.
- m. The WSDOT/APWA Standard Plans for Road and Bridge Construction, to be referred to as the “Standard Plans or Standard Details,” current edition as amended.
- n. WSDOT Design Manual, current edition as amended.
- o. City and County Design Standards for the Construction of Urban and Rural Arterial and Collector Roads, adopted per RCW 35.78.030 and RCW 43.32.020, May 24, 1989, current edition as amended.
- p. Institute of Transportation Engineers, Traffic Engineering handbook, current edition.
- q. Water System Design Manual, Washington Department of Health, current edition.
- r. Criteria for Sewage Works Design, Washington Department of Ecology, current edition.

### **3.7 INSPECTION**

#### **A. General**

The City shall exercise full right of inspection of all excavating, construction, and other invasions of City right-of-way or public easements. The City Public Works Superintendent or designated official shall be notified on the working day prior to commencing any work in the City's right-of-way or public easements. The City Public Works Superintendent and/or his authorized representative is authorized to and may issue immediate stop work orders in the event of noncompliance with this chapter and/or any of the terms and provisions of the permit or permits issued hereunder.

B. Final Inspection

Prior to final approval of construction, a visual inspection of the job site will be made by the City. Restoration of the area shall be complete with all improvements being restored to their original or superior condition. Final approval of construction shall not be given earlier than thirty (30) days after satisfactory completion of construction, as witnessed by the City.

**3.8 RECORD DRAWINGS**

Permittees or their representatives who install systems within, on, or below the City's public rights-of-way or public easements shall furnish the City with accurate drawings, plans and profiles, showing the location and curvature of all underground structures installed, including existing facilities where encountered and abandoned installations. Horizontal locations of utilities are to be referenced to street centerlines, as marked by survey monuments, and shall be accurate to a tolerance of plus or minus one-half (1/2) foot. The depth of such structure may be referenced to the elevation of the finished street above said utility, with depths to the nearest one-tenth foot being shown at a minimum fifty-foot interval along the location of said utility.

Such record drawings shall be submitted to the City within thirty (30) calendar days after completion of the work. Record drawings shall be stamped, signed and dated by an engineer currently licensed in the State of Washington.

In the event that the permittee or his/her representatives does not have qualified personnel to furnish the record drawings required by this section, he shall advise the City Public Works Superintendent in order that necessary field measurement may be taken during construction for the preparation of record drawings. All costs of such field inspection and measurement, to include the preparation of the record drawings, shall be at the sole expense of the permittee.

Drawing Standards:

Minimum scale - 1" = 50' horizontal; 1" = 5' vertical  
Detail scale - Larger as necessary

Record drawings shall be submitted on permanent, stable reproducible mylar with a signature and data, which verifies the "finished" condition of the project. All data as shown on the drawings shall be "fixed line" or ink. Sticky back (glue) reproductions or "sepia" mylars shall not be considered acceptable. Electronic files in the most recent version of "AutoCAD shall be also provided to the City.

The drawings shall be referenced to NGYD 1929 and shall include at a minimum two (2) existing City utility features such as sanitary or storm sewer, manholes, water valves or fire hydrants. Referencing to electrical features such as street lights, telephones or power poles is not acceptable.

### **3.9 DEVELOPER AGREEMENT REQUIREMENTS**

All Contractors, land developers, or others, whether persons or entities, constructing curbs, gutters, storm-drainage systems, streets, water or sewer systems, or additions thereto, to be connected to the storm sewers, sanitary sewer lines and/or water lines of the City of Ilwaco, shall, as a prerequisite to securing approval for the construction of such system, execute a Developer Agreement in the form set forth in the attached documents.