

SECTION 3**3. PUBLIC WORKS CONSIDERATIONS****3.01 Performance Standards and Licensing.**

The developer shall comply with all applicable local, state and federal (if applicable) requirements.

3.02 Bonding

- A. Developers wishing to obtain final plat approval prior to completion of required public infrastructure must submit a performance bond to the City guaranteeing completion of the required infrastructure. The performance bond must be approved as to surety by the City Public Works Director and as to form by the City Attorney, in their sole discretion. The amount of such bond shall be 150 percent of the City Engineer's approved value of the improvements, as determined in his or her sole discretion.
- B. All developers deeding infrastructure to the City shall furnish a Maintenance Bond to the City. The Maintenance Bond shall guarantee the infrastructure for a 2-year period from the time of inspection and final written approval of the construction by the City. The amount of the bond shall be 20 percent of the value of the City Engineer's approved value of the improvements, as determined in his or her sole discretion. Of particular importance is a Maintenance Bond for construction involving work within the roadway section. Work over areas of certain soils (soils with shrink-swell properties, sliding potential, etc.) or use of materials of questionable quality or functional longevity or signs of paving failures, storm drain failures, etc., may require an extension of the Maintenance Bond for up to 5 years, as determined in sole discretion of the City Engineer.

3.03 Indemnification

- A. The Developer shall hold harmless, indemnify and defend City, its officers, elected officials, agents and employees from and against any and all claims, suits, actions, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, for damage to any property or business and/or any death, injury, sickness or disability to any person caused by or arising out of or suffered, directly or indirectly, in connection with the performance of this agreement or any act, error or omission of the Developer, Developer's employees, agents, or Subcontractors, whether by negligence of otherwise.

- B. The Developer shall assume the risk, liability and pay all damages, loss, costs, and expenses of any party, including its employees, arising out of the performance of this agreement, except that caused by the negligence and/or willful misconduct solely of City and/or its officers, elected officials, agents and employees acting within the scope of their employment.
- C. The Developer further agrees to waive its immunity under RCW 51 for any injury or death suffered by Developer's employee(s) caused by or arising out of the Developer's acts, errors or omissions in the performance of this agreement. This waiver is mutually negotiated by the parties.

3.04 Developer's Public Liability & Property Damage Insurance

The Developer shall not commence work until he/she has furnished evidence (in duplicate copy) of insurance required hereunder, and such insurance has been reviewed (upon request) by the City Attorney and/or the City's Insurance Carrier; 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. Any approval of the insurance as may be given by the City's Insurance Carrier 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.

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

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;
- e. Broad Form Property Damage.

Comprehensive Automobile Bodily Injury and Property Damage Insurance shall include:

- a. All owned automobiles (vehicles and equipment);
- b. Non-owned automobiles (vehicles and equipment);
- c. Hired automobiles (vehicles and equipment).

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 Two Million dollars (\$2,000,000.00) 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 Two Million Dollars (\$2,000,000.00) 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 its agents 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:
 - (i) Injury to or destruction of any property arising out of blasting or explosion;
 - (ii) 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.

- (iii) 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
- (iv) Injury to or destruction of property at any time resulting therefrom.

There shall be included in the liability insurance, contractual coverage sufficiently broad to ensure 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.

3.05 Compensation & Employer's Liability Insurance

The Developer shall maintain Workmen's Compensation 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.

In the case of an employer who is self-insured under the provisions of the Industrial Insurance Act, the Developer shall also maintain and shall cause each contractor or subcontractor which is self-insured 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, list the City as an additional insured, and furnish, upon request of the City, satisfactory evidence of same.

3.06 Non-interference

The permittee shall be responsible for minimum interference with:

- Traffic Routing
- Fire Facility Clearance
- Adjoining Property(ies)
- Utility Facilities

- Natural Surface Drainage
- Pedestrian Safety

These items are to be discussed in a pre-construction meeting with the Public Works Department, Fire and Police Departments and the Building Department, and special provisions may be included in any applicable City Permit(s). A written plan to reduce any or all of the aforementioned interference's may be required of the permittee by the City. An erosion control plan shall also be submitted and approved by the City.

3.07 Work Standards

All work performed pursuant to a permit issued shall be done in accordance with these standards and the current amendments thereto, as well as, any prevailing regulatory requirements. Job site safety and trench shoring requirements, in accordance with the Washington State Labor and Industries, shall be the full responsibility of the permittee.

3.08 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 Public Works Director shall be notified on the working day prior to commencing any work in the City's right-of-way or public easements. The Public Works Director 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 written approval of construction, a visual inspection of the job site will be made by the City and a written report may be prepared and submitted. Restoration of the area shall be complete with all improvements being restored to substantially their original or superior condition. Final written approval of construction shall not be given until after satisfactory completion of construction, as witnessed by the City, and the submission and City approval of developer sponsored as-built drawings.

3.09 As-built Drawings

Permittees who install utility or roadway 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 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 in a minimum of 50-foot intervals along the location of said utility. The datum shall be per City datum as mandated by the City engineer.

Such as-built drawings shall be submitted to the City within 30 calendar days after completion of the work, and are required prior to the issuance of the City's final written approval of construction.

In the event that the permittee does not have qualified personnel to furnish the as-built drawing required by this section, he shall advise the Public Works Director (48-hours advance notice) in order that necessary field measurement may be taken during construction for the preparation of as-built drawings. All costs of such field inspection and measurement, to include the preparation of the as-built 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

As-built drawings shall be submitted on permanent, stable, reproducible minimum 20-pound bond with a signature and date which verifies the "as-built" condition of the project. Non-essential data shall be removed from the Plans at the City's discretion. Sticky back (glue) reproductions or "sepia" mylars shall not be considered acceptable. An electronic copy in .pdf and AutoCAD format (check with City on version required) of the drawings shall also be required, unless otherwise approved by the City.

Vertical datum shall be NAVD88 and the horizontal shall be NAD83/2011.