CITY OF LONG BEACH

PACIFIC COUNTY WASHINGTON

DEVELOPMENT GUIDELINES

FOR

PUBLIC WORKS STANDARDS

CITY OF LONG BEACH

ADOPTED BY ORDINANCE NO.:

DATE:

PREPARED BY: GRAY & OSBORNE, INC.
701 DEXTER AVENUE NORTH, No. 200
SEATTLE, WASHINGTON 98109
G&O

DEVELOPMENT GUIDELINES AND PUBLIC WORKS STANDARDS

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Developer Extension Agreement
Sample Easement Document
Sample "Bill of Sale" Document
Affidavit of "No Liens" on Project
Developer Extension Checklist
Developer's Bond Document

SECTION 1

INTRODUCTION

SECTION 1

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, operation and/or maintenance by the City and for all other improvements (on or offsite) for which the City Code requires approval from the City Administrator and/or City Engineer and/or the City Council. These standards are intended as guidelines for designers and developers in preparing their planning, design and construction documents and for the City's review of same. Where minimum standards are referenced, greater standards shall be used when in the City's opinion, such is warranted. The developer/proponent is 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, wetland, significant vegetation, 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 shall meet or exceed the 1998 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 further referred to herein as the "Standard Specifications".

Where improvements are not covered by these details nor by the Standard Specifications nor by the standard details, the City shall be the sole judge in establishing appropriate standards. Where 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 City Administrator.

Plans for major improvements in the public right-of-way or 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 and/or studies supporting the design of utilities, pavements and storm drainage facilities. A qualified designer shall stamp, sign, and submit calculations for structures, streets, retention systems, traffic analysis, and other significant design items when requested by the City Engineer and/or Building Official.

Definitions: As used herein:

(a) "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. The term shall

also include the Developer's contractor employed to do the work or the Contractor's employees.

(b) "Plans" mean drawings, including reproductions thereof, of the work to be done as an extension and/or improvement to the City's infrastructure. They shall be prepared by a qualified Engineer currently licensed in the State of Washington.

(c) "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.

(d) "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. The amount of the Bond shall be approved by the City.

(e) "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. The amount of the Bond shall be approved by the City.

(f) "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) Plans
(3) Standard Details
(4) Specifications - Conditions and Standards of the Contract
(5) Addenda
(6) Change Orders
(7) General Conditions

These documents shall form the Contract.

(g) "Work": The labor or materials or both, superintendent, equipment, transportation, and other facilities necessary to complete the Contract.

(h) "City": City of **Long Beach**, Washington, Pacific County, 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 Council acting through the Mayor.

(i) "Mayor" means the mayor of the City of **Long Beach** or his/her authorized representative.

(j) "Contractor" means the Developer's contractor or subcontractor(s).

(k) "Engineer" means the City's Engineer, whether a staff engineer or consultant.

(l) "City Administrator" means the City's duly appointed City Administrator, or in his absence, the City Mayor.

(m) "Operations and Maintenance Supervisor" means the City's utilities superintendent, or operations and maintenance supervisor, or public works director.

4. Developer to be Informed: The Developer is expected to be fully informed regarding the nature, quality, and the extent of the work to be done, and, if in doubt, to secure specific instructions from the City.

5. Authority of Mayor: The Mayor or his authorized representative shall have the authority to stop work whenever, in his 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.

6. Authority of the City Administrator: The City Administrator or his 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 City Administrator's 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 City Administrator or his 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. 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.

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 shall pay all such invoices within 30 calendar days after receipt of same. The City retains the right to charge additional administration and interest costs for unpaid balances exceeding the due date. The Developer is cautioned that project approval (City acceptance) and occupancy permits will be denied until all bills are paid in full.