

**SECTION 3**  
**PUBLIC WORKS CONSIDERATIONS**

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**3.01 Bonding**

Developers and contracts performing work within the public right-of-way or publicly owned easement(s) shall be prepared to satisfy the following bonding requirements.

- (A) Furnishing a performance bond, approved as to surety by the City Administrator, and as to form by the City Attorney, and as to cost by the City Engineer which bond 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 in the amount of 150% of the City-approved value of the improvements. The City engineer shall review and provide approval of the amount.
- (B) Furnishing a Maintenance Bond. All work shall be guaranteed by the Developer for a two-year (2) period from the time of inspection and final approval of the construction by the City.

**3.02 Hold Harmless Clause**

The Developer shall indemnify and hold harmless the City and the City Engineer, their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable 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.

**3.03 Developer's Public Liability and 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 shall not relieve or decrease the liability of the Developer.

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 and the City's Engineer. 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.

Comprehensive General Bodily Injury and Property Damage Insurance shall include:

- a. Premises and 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;
- b. Non-owned automobiles;
- c. 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:

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.

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.

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.

Comprehensive Liability Insurance shall include the City and the as Additional Named Insured.

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 fourteen (14) calendar days of the City's request.

**3.04 Compensation and 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 and 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.

**3.05 Non-Interference**

The permittee shall be responsible for minimum interference with:

- Traffic Routing
- Fire Facility Clearance
- Adjoining Property
- Utility Facilities
- Natural Surface Drainage
- Refuse Service
- US Mail and Postal Service
- Emergency Service
- Utility Service

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

**3.06 Work Standards**

All work performed pursuant to a permit issued shall be done in accordance with standards published in the 1998 Standard Specifications for Road, Bridge, and Municipal Construction, State of Washington, and

current amendments thereto, revised as to form to make reference to Local Governments.

### **3.07 Inspection**

#### **A. General**

The City shall exercise full right of inspection of all survey, excavation, grading, stockpiling, construction, and other invasion into or upon City right-of-way or public easements. The City Administrator or his designated official shall be notified five (5) working days prior to commencing any work in the City's rights-of-way or public easements. The City Administrator and/or his authorized representative is authorized to and may issue immediate stop work orders in the event of noncompliance with this chapter, safety issues, erosion control issues 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 substantially 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. The City may, at its discretion also require additional non-destructive testing to insure the quality of the work. When such is required (compaction testing, television inspection, engineering inspection, etc.) it shall be subject to full reimbursement by the Developer.

### **3.08 As-Built Drawings**

Permittees who install systems over, across, along, 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 in a minimum of fifty-foot intervals along the location of said utility.

Such as-built drawings shall be submitted to the City within thirty (30) calendar days after completion of the work. As-built drawings shall be stamped, signed and dated by an engineer or professional land surveyor currently licensed in the State of Washington.

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 City Administrator (48 hours advance notice) in order that necessary field measurement may be taken during construction by the City 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 mylar with a signature and date which verifies the "as-built" condition of the project. All data as shown on the drawings shall be "fixed line" mylar. Sticky back (glue) reproductions or "sepia" mylars shall not be considered acceptable. An electronic file in AutoCADD format (current edition) shall also be provided.