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SECTION 300 – PUBLIC WORKS CONSIDERATIONS

301 GENERAL CONDITIONS OF CONSTRUCTION

1. Purpose: City of Bonney Lake, Washington, as a municipal corporation, has the responsibility to the public to ensure that water lines laid in public streets or easements are constructed in accordance with currently accepted City standards for public work. The requirements imposed upon Developers by these regulations are not intended by the City in any sense as a contract with the Developer, but solely as minimum standards which are prerequisite to acceptance of the work by the City as part of its water distribution system.
2. Standard Specification: All work shall conform to the latest City adopted edition of *Standard Specification for Road, Bridge and Municipal Construction* prepared by the Washington State Department of Transportation (WSDOT) and the Washington State Chapter of American Public Works Association, and current amendments thereto, except as may be specifically modified herein.
3. Authority of Mayor: The Mayor or his/her 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.
4. Authority of the Public Works Director: The Public Works Director 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 these standards, and to reject or condemn all work or material which does not conform to the terms of these standards. The Public Works Director reserves the right to determine the size, length and materials that will be installed as part of any City utility. The Public Works Director'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 Public Works Director or his/her authorized representative(s) does (do) not purport to be a safety expert, is not so engaged in that capacity under these standards. Approval by the Public Works Director of matters covered by these standards shall not make the Public Works Director responsible for construction means, methods, techniques, sequences, procedures or for the Developer's failure to properly perform the work herein described.

It is expressly agreed and understood that the City and or its designated representatives will have no liability whatsoever resulting from the obligations entered into under the contract; that the City must look solely to the Developer for the furnishing of the work. And that the Contractor and the Developer must look solely to each other for the enforcement of any claims or liabilities arising under or by reason of the Contract.

Nothing in these documents shall, in any way, be so construed as to require or place responsibility for the method, manner, direction or supervision of the performance of the work by the Developer's forces under these standards upon the City. Such responsibility rests solely with the Developer.

Failure or omission on the part of the Public Works Director or his authorized agent or representatives or any of his assistants or agents to condemn defective or inferior work or materials shall not imply acceptance of the work or release of the Developer or his bond. Neither shall such failure or omission, nor any acceptance by the Public Works Director or his authorized agent or representatives of any part or of the whole of the work be construed as barring the City at any subsequent time from recovery of such a sum of money or damages as may be needed to remove and to build anew all portion of work in which fraud was practiced or improper or defective work or materials used.

5. **Authority to Proceed:** **The City will authorize the Developer to proceed with installation of the public utility only after all necessary grading and fills, and all other utilities or pipes are installed.** The City reserves the right to stop installation of portions of a specific utility which, in the opinion of the City, will be damaged or jeopardized by other utility or pipe installation until such other installations are complete.
6. **Excavation:** It shall be the duty of the Developer to determine the existence of underground facilities used in connection with the conveyance of water, sewage, electronic, telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, or other substances located within the proposed area of any excavation involved in the work. It shall also be the duty of the Developer to give notice of the scheduled commencement of excavation to all owners of underground facilities. For this purpose, the Developer shall contact all utilities who service the area and have the locations marked by the owner of these utilities. The Developer shall not commence excavation until all known facilities have been marked. Once marked by the owner of the underground facility, the Developer is responsible for maintaining the markings. If the Developer discovers underground facilities that have not previously been identified, the Developer shall cease excavating in the vicinity of the facilities and immediately notify the owner or operator of the facilities, as well as the City.

The Developer is advised that the marking of underground facilities is often done on the best information available to the owner of the underground facility, but that the marking may be approximate. Therefore, the Developer shall use care to locate the underground facility and to avoid damaging the underground facility.

Should the Developer damage an underground facility during the course of the work, the Developer shall immediately notify the utility operating the facility and the City. If the Developer, or Developer's Contractors or Subcontractors are liable for damages to the owner or operator of an underground facility damaged during the course of the work, the Developer shall pay or post security in the form of a cash bond or a bond acceptable to the City to provide for payment of the damages for which the Developer may be adjudged liable. In carrying out any excavation involved in the work, the Developer shall comply with the provisions of Chapter 19.122 of the Revised Code of Washington.

The Developer shall also provide written notice to the City with the schedule for excavation not less than seven (7) calendar days before the commencement of excavation. Where the proposed excavation is near existing City utilities, the Developer shall not commence excavation until the City has marked its location(s). The Developer is advised that the City's marking of utilities is an approximate marking of the location of the City's underground facilities and services only, and the Developer should take great care to locate the underground facilities and avoid damaging them.

If the Developer is unable to find an underground facility in the area marked for that facility, the Developer shall cease work and immediately notify the owner or operator of the underground facility, and the City of Bonney Lake.

7. **Inspection:** All work contemplated in the standards and all subdivisions thereof; all materials and equipment furnished for same and the manufacture and preparation thereof shall, throughout the performance of the work, in order to ascertain whether or not said work, materials or equipment are in strict accordance therewith, be subject to inspection by the City, who may, at any time in the performance of their duties, enter upon the work or the shops where any part of the work or equipment may be in preparation or the factories where any materials for use in the work are being or are to be manufactured. The Developer shall provide proper facilities for inspection and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as the City's interests may require.

Inspection shall not relieve the Developer of his obligation to furnish satisfactory material and workmanship. Work or materials found unsatisfactory at any time during the life of the project shall be corrected or replaced immediately by the Developer at his own expense on the written order of the City, notwithstanding that it may have been previously overlooked or approved by an Inspector. **It is the responsibility of the Developer to construct improvements in compliance with these standards and other applicable City, State, and Federal regulations.**

When required, the Developer shall furnish all tools and labor and material necessary to make an examination of any work under the contract that may be completed or in progress, even to the extent of uncovering or taking down portions of finished work. Should such work destroyed or taken down be found unsatisfactory, the cost of making such examination and of reconstruction shall be defrayed by the Developer.

The Developer shall regard and obey the directions and instructions of the City Engineer or any authorized agent of the City with reference to correcting any defective work or replacing any materials found to be not in accordance with the Specifications and Plans, and in case of dispute, the Developer may appeal to the City, whose decision shall be final; but pending such decision, the instruction of said City Engineer or agent shall be followed, and the Developer shall make no claim for damages or delay on this account.

8. **Authority and Duties of Inspectors:** Inspectors are placed on the work to keep the City informed as to the progress of the work and the manner in which it is being done; act as liaison between the Developer and the City; also to call the attention of the Developer to any deviations from the Plans or Specifications, but failure of the Inspector to call the attention of the Developer to faulty work or deviations from the Plans, Specifications, or these standards shall not constitute acceptance or approval of said work.

The Inspector may reject or accept materials and equipment to be incorporated in the work.

Since the Inspector cannot control how the material is used, the responsibility for its safe and proper use will be the Developer's. Until the job is finally completed, the Developer might do work that changes or modifies work previously done, and even though at any given time a portion of work might be acceptable in quality, the responsibility for keeping it in that condition until the job is completed is the sole responsibility of the Developer. For this reason, it is impossible to grant final acceptance for any portion of a Project until the Project, as a whole, is acceptable, and control of said project is withdrawn from the Developer by final official written acceptance by the City.

Since one of the Inspector's primary interests is to see that work on the Project progresses expediently and in a workman-like manner, he may, at various times, offer suggestions to the Developer, which the Developer may or may not follow, at his/her own discretion. Such suggestions are never to be considered as anything but suggestions and involve no assumption of responsibility, financial or otherwise, by the Inspector himself, the Engineer, or the City.

The presence or absence of an Inspector on any job will be at the sole discretion of the City, and such presence or absence of an Inspector will not relieve the Developer of his responsibility to obtain the construction results specified in the contract documents. **It is the responsibility of the Developer to construct improvements in compliance with these standards and other applicable City, State, and Federal regulations.**

9. Protection of Work: The Developer is solely responsible for protection of completed portions of the work during construction of other facilities or utilities on the site. The City may require additional inspections of such exposed work when, in its opinion, it is exposed to damage. All costs of such additional inspection shall be borne by the Developer.

The Developer shall be responsible for all work until it is accepted by the City and he will remain responsible under the terms of the warranty contained in the required bill of sale.

10. Final Inspection and Acceptance: All material and work are subject to final inspection by the Engineer, who shall have the right to subject any portion thereof to such tests as in the opinion of the Engineer shall be necessary to determine whether or not the work complies with the plans and specifications. No work shall be accepted until all other utilities are completed, and all grading and paving completed and all services, valves, hydrants and other appurtenances located, brought to proper grade, and deemed operable. Upon receipt of acceptable pressure and purity test results, water main improvements may be activated for fire protection only prior to final acceptance. The City reserves the right to retest, or deactivate any or all portions of the completed system prior to final acceptance.
11. Plans and Specifications Accessible: The developer shall have one copy of the approved project plans and specifications constantly accessible on the job, including the Standard Specifications and plans.
12. Omissions and Discrepancies: Minor items of work or material omitted from the plans or specifications, but clearly inferable from the same and which are called for by accepted good practice, shall be provided and/or performed by the Developer as part of the construction. Further, items of work or material omitted from the plans that are inferable from these specifications shall be provided and/or performed by the Developer as a part of the construction. In case of doubt, the Engineer shall be consulted.
13. Quality of Materials and Workmanship: Unless otherwise specified, all materials shall be new, and workmanship and materials shall be of the highest quality commonly used. The Developer shall furnish satisfactory evidence as to the kind and quality of materials for approval to the City prior to installation.
14. Compliance with Public Authority: The work shall be done in accordance with the regulations of each public authority that has jurisdiction over the manner and quality of performance of the work. The public shall not be unnecessarily inconvenienced in its use of the public streets. Discipline and good order shall be enforced among the Developer's employees, and the

Developer shall not employ on the project any unfit person or anyone not skilled in the work assigned to him or her. **In the event that the Developer or Developer's representative(s) do not comply with these standards, the City reserves the right to pursue remedies that may include work stoppages and/or fines as allowed in these standards and the City of Bonney Lake Municipal Code (see BLMC Chapter 14.130, Enforcement).**

15. Prevention of Environmental Pollution and Preservation of Natural Resources: Developers are expected to familiarize themselves and comply with all statutes, regulations, and ordinances which relate to their proposed work and which deal with the prevention of environmental pollution and the preservation of natural resources. **It is the responsibility of the Developer to construct improvements in compliance with these standards and other applicable City, State, and Federal regulations.**
16. Material and Equipment List: The Developer shall file a material and equipment list with the City prior to beginning the construction, including the quantity, manufacturer, and model number, if applicable, of material and equipment to be installed as part of the work. The City's approval is required before materials are installed.
17. Determination of "As Equal": The City shall be the sole judge whether supplies or material quality are "as equal" under the approved plans and specifications.
18. Defective Materials and Workmanship: Materials, work or workmanship which, in the opinion of the Engineer, do not conform to these Specifications and Plans or fail to meet the tests herein described or are not equal to the sample submitted to and approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended will be rejected. The Developer shall remove from the work and its vicinity, without delay, all rejected materials.

Unsatisfactory materials and workmanship may be rejected at any time, regardless of any previous testing, inspection or acceptance of such materials, equipment or workmanship.

19. Correcting Defective Work: If the work or any portion thereof shall be damaged in any way or from any cause, or if defects shall develop before the final completion and acceptance of the whole work, the Developer shall forthwith make good such damage or defect, in accordance with the intent of the Plans and Specifications.
20. Subcontractors: A subcontractor is a person or organization who has a direct contract with the Developer to perform any of the work at the site. The term subcontractor is referred to throughout the contract documents, as if singular in number and masculine in gender, and means a subcontractor or his/her authorized representative.

Nothing contained in the contract documents shall create any contractual relation between the City and any subcontractor or sub-subcontractor, and no performance undertaken by any such subcontractor or sub-subcontractor, whether with or without the City's consent, shall relieve the Developer's obligation and responsibilities hereunder.

21. Mutual Responsibility of Developer and Contractors: If, through acts of neglect on the part of the Developer, any contractor or any subcontractor shall suffer loss or damage on the work, the Developer agrees to settle with such contractor or subcontractor by agreement or arbitration, if such contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the City on account of any damage alleged to have been sustained, the Developer shall indemnify and save harmless the City to the extent of and in accordance with the provisions set forth in Section 37 below.

22. Damage to Existing Improvements: All damage done to existing improvements during the progress of the work on the structures covered by these Specifications shall be repaired or restored by the Developer to the satisfaction of the City, using for such repair materials and methods conforming to the requirements of the “Conditions and Standards” of the City, any additional instruction issued therefore by the City, with the intent that such damaged improvements be restored to equal or superior condition existing prior to damage. If the Developer fails to furnish the necessary labor and materials for such repairs, when ordered, the City may cause said labor and materials for such repairs to be furnished by other parties, and the cost thereof shall be paid by the Developer.

Culverts, driveways, roadways, pipelines, or other existing improvements which are disturbed or removed in the course of the work shall be restored to their original or superior condition. In cutting through established lawns, the sod shall be removed before trenching, and replaced after backfilling with new sod of a commercial grade and quality as presently exists.

23. Roadway Cutting: Newly constructed roads and those which have new pavement overlays shall not be cut for any reason for a period of two years from the date the overlay was completed. All utilities must be pushed or bored in these streets. In the event that one of these roadways is cut, a full width overlay shall be installed over the affected area having been cut in to match the existing pavement and shall have a minimum length of 20 feet extending in both directions from the affected area.
24. Location Windowing: Windows cut in any City street for locating existing utilities shall be backfilled with controlled density fill (CDF) conforming to WSDOT Standards and capped with four inches of Class B asphalt cement, unless otherwise approved by the Public Works Director or their representatives.
25. Public Safety: During the performance of the work, the Developer shall comply with State and Federal laws, and shall indemnify and hold harmless the City, the City’s Engineer, inspectors, officers, agents and employees from all damages and costs to which they may be put by reason of injury to persons or property resulting from the Developer’s operations, his negligence or carelessness in the performance of the work or in guarding the same or from any improper materials, implements or appliances used in its construction, or by or on account of any act or omission of the Developer or his agents. **The duty of the City to conduct construction review and/or inspection of the Developer’s performance does not include review of the adequacy of the Developer’s safety measures in or near the construction site, and the Developer’s insurance shall be provided accordingly.**
26. Surveying: The Developer shall provide all staking necessary to inspect and accurately install all lines and appurtenances as shown on the City-approved plans in order to install facilities and to check locations, and to obtain “As-Built Information.” All survey-generated work shall be referenced to the current Pierce County horizontal and vertical datums, and copies of all work shall be made available to the City upon request. The work shall be done in strict conformity with such points and instructions. The Developer shall carefully preserve bench marks, reference points, and stakes, and in case of destruction, shall be responsible for any errors which may be caused by their absence or disturbance and shall replace any monuments or property corners disturbed to the satisfaction of the City and the State.

27. Access: Bridging (steel plating) shall be provided across private driveways and roadways during the period when trenches are open, so as to interfere as little as possible with the normal flow of traffic. Steel plates shall only be used in accordance with the following requirements:
- a. Steel plates shall be rated to withstand a minimum of a H20 loading and shall be in good condition. Defective materials shall be replaced as directed by the City.
 - b. A cold mix lip shall be provided around all edges of the plate(s) to provide a smooth transition from the driving surface to the plate.
 - c. All temporary signing necessary to warn vehicular traffic of the presence of the plates shall be installed by the Developer in conformance with the current edition of the Manual of Uniform Traffic Control Devices as amended by the Washington State Department of Transportation.
 - d. Plates shall be removed at the end of each working day and the trench shall be backfilled and restored with cold mix unless otherwise approved by the City.
28. Developer's Supervision: The Developer shall employ a competent supervisor who shall represent the Developer during his/her absence, and who has the authority to make decisions and represent the Developer in all matters related to the project. **The Developer shall furnish to the City the appropriate contact information for the supervisor, to include, but not be limited to, a current state of Washington address and phone number.**

The supervisor shall make him/herself familiar with the plans and specifications and shall promptly report to the City Public Works Director or his/her authorized representative any error, inconsistency, or omission he may discover. **If the supervisor has cause to be absent from the job for a period of greater than four (4) hours, he/she shall inform the City and designate an assistant to act on his/her behalf.**

29. Public Hazard or Inconvenience: If the performance of the work should result in hazard or substantial inconvenience to the public, the City may without prior notification correct the same, if in the opinion of the City, the same should be necessary, and the Developer shall, on request, reimburse, the City for the expense incurred. The Developer shall also reimburse the City for the expense incurred for complying with any order of public authority lawfully made with respect to the work during performance of the work or within one year after acceptance of same.
30. Construction Schedule: The Developer shall submit a construction schedule with sufficient detail to document a reasonable date of completion for the project. An updated construction schedule will be required at the beginning of each month or as necessary to reflect changes in the project during construction, whichever is more frequent. The Public Works Director or their representatives may require additional information and detail to be included in the construction schedule in certain instances where such additional work by the Developer will benefit public safety or protect sensitive areas.
31. Delay in Completion: The Developer is expected to carry on the work and to complete it without unnecessary delay once the work has begun. If the work is not completed within a reasonable time from the date the work is begun, the City may revoke its acceptance of the Developer's Agreement, or it may impose reasonable conditions as a prerequisite to continuation of the work, including a charge paid by the Developer for such cost or damage as the City has suffered

because of the delay. In the event the City finds it necessary to complete the work to be performed by the Developer, or is otherwise damaged by the Developer's failure to complete the work (as determined by the Public Works Department), the Developer shall be liable to the City for its costs, expenses, and damages arising out of his/her failure to complete the work.

32. Cleanup: Before acceptance of any improvements by the City, all pipes, catch basins, and other surrounding facilities shall be cleaned of all debris and foreign material. After all other work on the project is completed, and before final acceptance, the entire roadway, including the roadbed, planting and sidewalk areas, shoulders, driveways, alley and side street approaches, slopes, ditches, utility trenches, and construction areas shall be neatly finished to the lines, grades, and cross-sections shown on the approved plans.

All excavation material at the outer lateral limits of the project shall be removed entirely. Trash of all kinds resulting from the clearing and grubbing or grading operations shall be removed and disposed of at contractor's prearranged location. Where machine operations have broken down brush and trees beyond the lateral limits of the project, the Developer shall remove, dispose of, and replace the same as applicable at his own expense.

Drainage facilities, such as catch basins, inlets, culverts, and open ditches, shall be cleaned of all debris.

All pavements and oil mat surfaces, whether new or old, shall be thoroughly cleaned. Existing improvements, such as portland cement concrete curbs, curb and gutters, walls, sidewalks, and other facilities which have been sprayed by the asphalt cement shall be cleaned to the satisfaction of the City.

Castings for manholes, monuments, water valves, lamp poles, vaults, and other similar installations that have been covered with the asphalt material shall be cleaned to the satisfaction of the City.

33. Bill of Sale: Upon completion of the work and approval of the City, the Developer shall, as a condition of acceptance by the City, convey the work lien-free to the City by bill of sale, in accordance with the Developer's extension agreement.
34. Bonding: Developers and contractors performing work within the current or future public right-of-way or publicly-owned easement(s) shall be prepared to satisfy the following two bonding requirements.
- a. Furnishing a Performance Bond: If a certain portion of the work cannot be completed due to seasonal limitations, such as final paving operations, then the City may approve of the use of a Performance Bond for assurance that the Developer will complete the work intended for completion prior to final acceptance. The performance bond shall be approved as to surety by the City Public Works Director and as to form by the City Attorney, 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 150 percent of the City-approved 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 written approval of the construction by the City. The amount of the bond shall be 15 percent of the total project cost, and not less than \$2,000.00. Final approval of questionable work may require an extension of the maintenance bond for up to five years.

35. Abandonment of the Work: If the Developer abandons the work for any cause or refuses to comply with the provisions of the Plans and Specifications, the City has the right to notify the Developer's surety and require said surety to complete the work in accordance with the Plans and Specifications.

Should the Developer abandon the work, fail or refuse to complete the work embraced in the contract or fail to pay just claims for labor and materials, the City reserves the right to charge against the Developer all extra legal, engineering or other costs caused by such abandonment, failure or refusal. The legal costs will also include all attorneys' fees and other costs to the City in defending or prosecuting any suits in connection with such abandonment, failure or refusal and non-payment of claims, wherein the City is made a co-defender, and the Developer agrees to pay all such costs.

36. Disputes: If the Developer considers any work demanded of him to be outside the requirements of the Contract, or if he/she considers any record or ruling of the Engineer or any Inspector to be unfair, he/she shall within five (5) business days of such work being demanded or such record or ruling being made, ask for written instructions or decisions whereupon he/she shall proceed without delay to perform the work or conform to the record or ruling, but unless the Developer finds such instructions or decisions satisfactory, he shall, within ten (10) days after receipt of same, file a written protest with the City, stating clearly and in detail his objections and the reason therefore. Except for such grounds of protest or objections as are made of record, in the manner specified and within the time stated herein, the Developer hereby waives all grounds for protests or objections to the records, rulings, instructions or decisions of the Engineer, or any Inspector, and hereby agrees that as to all matters not included in protests, the records, instructions and decisions of the City shall be final and conclusive.

37. Hold Harmless Clause: To the maximum extent permitted by law, the Developer shall indemnify and hold harmless the City and the 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 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 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 Engineer.

38. 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 Attorney shall not relieve or decrease the liability of the Developer thereby.

The Contractor shall obtain and keep in force during the term of the work, Commercial General Liability insurance policies with insurance companies which have an A.M. Best's rate of "A VII" or better, and which are approved by the Insurance Commissioner of the State of Washington.

Prior to commencement of the work, the Contractor shall purchase a commercial General Liability insurance policy meeting the requirements set forth herein. The Contractor shall file with the City a certified copy of all policies or a Certificate of Insurance acceptable to the City evidencing such policies to be in force. The certificate shall be accompanied by such policy endorsements as are necessary to comply with the requirements set forth herein. Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of the Developer Agreement and shall be cause for the immediate shut-down and/or termination of the Project and of any and all City obligations regarding same.

The Contractor shall not commence work until all required insurance has been obtained and until approved by the City. The insurance shall provide coverage to the Contractor, subcontractors, City of Bonney Lake, its agents, and "others" as determined necessary by the Contractor and/or Developer. The coverage provided shall protect against claims from bodily injuries, including accidental death, and claims for property damages arising from any act or omission of the Contractor, his subcontractors, or anyone whose acts either might be liable.

The insurance policies, or endorsements thereto, shall name the City, its elected or appointed officers, employees and volunteers, and its authorized agents, its officers, employees and consultants, as additional Insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Contractor; or (b) products and completed operation of the Contractor; or (c) premises owned, leased or used by the Contractor. Commercial General Liability Endorsements CG2010 (current edition) will satisfy this requirement.

The City shall be given at least 45 days written notice of cancellation, nonrenewal, material reduction or modification of coverage. Such notice shall be by "certified mail" sent to the City's Public Works Director at City Hall.

The coverages provided by the Contractor's insurance policies shall be primary to any insurance maintained by the City, except as respect losses attributable to the sole negligence of the City. Insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

The Contractor's insurance policies shall protect each Insured in the same manner as though a separate policy had been issued to each except with respect to the aggregate limits stated in the policy. The inclusion of more than one Insured shall not affect the rights of any insured regarding any claim, suite or judgment made or brought by or for any other Insured or by or for any employee of any other insured.

The Contractor's insurance policies shall be amended to provide that the General Aggregate Limit of the policies apply separately to the approved project. Commercial General Liability Endorsement CG2501 (current edition) will satisfy this requirement.

The Contractor's insurance policies shall not contain deductible or self-insured retention's exceeding \$10,000, unless approved by the City's Attorney. Any deductible or self-insured retention's shall be paid by the Contractor.

The Contractor shall immediately report to the City any event which might give rise to a claim.

The Contractor shall have its Insurance Agent/Representative complete an Insurance Coverage Questionnaire and attach it to the Certificate of Insurance for City's approval.

The Contractor shall maintain Workers' Compensation Insurance and/or Longshore and Harbor Workers Insurance as required by state or federal law, for all of his employees working on the Project under these standards. If such work is sublet, then the Contractor shall require the subcontractor to provide Workers' Insurance for all of the latter's employees performing such work. The Contractor's Labor & Industries account number shall be noted on the Certificate of Insurance.

If any employees or class of employees engaged in the Work under these standards is not covered under Workers' Compensation Insurance or Longshore and Harbor Workers' Insurance as required by state or federal law, then the Contractor shall maintain and cause each subcontractor to maintain Employer's Liability Insurance of limits of at least \$1,000,000 each employee for disease or accident, and shall furnish the Owner with satisfactory evidence of such insurance.

The City will not be obligated to process any project approvals until the Contractor has fully complied with this section. This remedy is not exclusive and the City may avail itself of other remedies provided for under City ordinance, or otherwise in law.

The coverage of the Contractor's policy shall be sufficiently broad enough to ensure the provisions of the HOLD HARMLESS CLAUSE as herein stated. These insurance requirements shall not be construed as limiting the Contractor's liability for damages resulting from his operations, including damages exceeding policy limits.

Types and Limits of Insurance Required:

a. Commercial General Liability:

- \$1,000,000 Combined Single Limited Bodily Injury and Property Damage Liability (including extended bodily injury).
- Premises and operations.
- Broad form property damage including underground, explosion, and collapse hazards (XCU).
- Products completed operations (through guaranty period).
- Blanket contractual.
- Subcontractors.

b. Automobile:

- \$1,000,000 per accident Bodily Injury and Property Damage Liability, covering any owned automobile, hired automobiles, or non-owned automobile.

c. Umbrella Liability:

- \$1,000,000 each Occurrence
- \$1,000,000 Annual Aggregate

“All Risk” Builders Risk Insurance including, but not limited to, earthquake and flood. Coverage shall be for 100 percent of the contract amount. The City shall be named as additional named insured as their interest may appear. Form of insurance shall be “completed value,” policy form shall be ALS 1967, or equivalent. Maximum deductible \$10,000.

39. Compensation and Employer’s Liability Insurance: The Developer shall maintain Workmen’s Compensation Insurance or 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.

40. Use of Completed Portion: The City reserves the right to use and occupy any portion of the work which has been completed sufficiently to permit use and occupancy, and such use and occupancy shall not be construed as an acceptance of the work as a whole or any part thereof. Any claims which the City may have against the Developer shall not be deemed to have been waived by such use and occupancy.

41. Traffic Control: Prior to commencement of construction, the Developer shall be required to furnish a traffic plan, to show how access will be maintained. The Plan shall also show how restrictions to through traffic shall be kept to a minimum in keeping with good construction practice.

This Plan shall include a one sheet overall project map of scale not less than 1 inch = 400 feet. The map shall contain a total program indicating traffic flow patterns for the construction site. The map shall be supplemented by a signing plan in accordance with the State of Washington *Manual of Uniform Traffic Control Devices for Streets and Highways*. This plan shall be subject to the review and approval of the City.

All lane closures shall be approved by the City prior to construction. Any approved lane closures will not be permitted prior to 8:30 a.m. (local time) and not after 3:30 p.m. (local time) without prior written City approval.

The Developer shall be required to provide five (5) working days notice on any traffic revisions. The City will not furnish flagmen or any devices for the control of traffic. All flagmen employed by the Developer shall be state certified.

If at any time the Developer's activities result in closure, substandard condition, restrictions to traffic use of all or portions of the roadway which are specified to remain open to traffic, the Developer shall immediately, at his own expense, furnish all material, labor, equipment, necessary to restore the streets to the satisfaction of the City. Work necessary to restore the streets to traffic shall continue on a round-the-clock basis until they are reopened to traffic in conformance with the specifications. Upon failure of the Developer to immediately provide the necessary material, labor, equipment, to restore the streets to traffic when ordered to do so by the City, the City shall be at liberty without further notice to the Developer or his Surety, to provide the necessary material, labor, equipment to restore the streets to traffic and all costs thereof shall be at the Developer's own expense.

42. Dust and/or Mud Control: The Developer shall furnish all labor, equipment and means required and shall carry out protective measures, wherever and so often as necessary to prevent his operations from producing dust and/or mud in amounts damaging to property or causing nuisance. The Developer shall be responsible for any damage resulting from dust and/or mud originating from his operations. The dust and/or mud abatement measures shall be continued until all required resurfacing is complete, or until the Developer has completed arrangements with the City, whereby he is relieved of further responsibility.

In the event that the Developer fails to comply with these requirements, the City shall prevent all access to and from the site and the City shall take all actions deemed necessary, without further notice to the Developer or his/her surety, to provide the materials, labor, and equipment necessary to mitigate any and all damage resulting from dust and/or mud. Damages and the actions deemed necessary to mitigate said damages shall be solely determined by the Public Works Director or his/her authorized representative(s) and all costs associated with mitigating damage from dust and/or mud shall be immediately reimbursable by the Developer to the City.

43. Defense Costs: The City and Developer each agree that in the event either of said parties brings an action in any court arising out of this Contract, the prevailing party in any such lawsuit shall be entitled to an award of its cost of defense.

"Costs of Defense" shall include, without limiting the generality of such term, expense of investigation of plaintiff's claim, engineering expense, expense of depositions, exhibits, witness fees, including reasonable expert witness fees and reasonable attorney's fees. The obligation of payment under this clause shall be incorporated in any judgment rendered in such action either in the form of a judgment against plaintiff for any defendant or in the form of reduction of the judgment otherwise rendered in favor of plaintiff against any defendant, and shall be paid within 30 days after entry of judgment.

44. Stipulation of Venue: It is agreed by the Developer that venue for any lawsuit arising out of this contract shall be the county wherein the primary construction site for the Project is located. Developers shall include a stipulation of venue in said county clause in all subcontracts hereunder.

45. Easements:

- a. General: The Developer shall deliver to the City recorded utility easements and rights of access for all properties over which his extension to the water system is to be constructed and such other easements as the City may require. Title reports for properties encumbered by easements shall be furnished by the Developer and submitted to the City Engineer. The Developer shall hold the City harmless from all expenses of removing any encumbrances or restrictions on the City's right to use and have right-of-way to the property through which the utility is constructed.

Unless otherwise approved by the City, all easements shall be a minimum of fifteen (15) feet wide or two times (2x) the depth of the utility installed within the easement (whichever is greater) and shall grant the City the right of access over the Grantor's property to repair and maintain the utility. All easements shall prohibit the construction of any structures, or other substantial objects over the easement. The easements shall be exclusive in nature, to the extent that other utilities may be permitted to cross them but not run parallel to them within the easement, without the further express written permission of the City.

Easements may be submitted on forms provided by the City. Easements will not be accepted by the City until the Developer has first submitted a fully executed copy of the proposed easement to the City Attorney for his review and approval.

- b. Plats: In the case of extensions which are part of a development done concurrently with the platting of the property involved, the easement granted the City shall be boldly shown on the face of the plat. The plat shall contain the following restriction and grant of right-of-way, boldly displayed:

BUILDING RESTRICTIONS AND RIGHTS-OF-WAY

No permanent structure shall be erected, and no large trees or large shrubs, fences, gates, or ornamental landscaping items shall be installed in the area of ground for which easements in favor of City of Bonney Lake or its successors have been designated in this plat. City of Bonney Lake and its successors shall have the right to enter upon property within this plat to install, lay, construct, renew, operate, and maintain utility lines.

- c. Survey: After construction of the extension, the Developer shall provide the City with a survey map showing the legal description of the property involved, the location of easements granted by the Developer to the City and the location of all City utilities thereto which are part of the extension. The survey map shall be prepared and signed by a surveyor or civil engineer registered in the State of Washington.

d. Procedure: Before final approval of any project, and before any service is given, the City's regulations with respect to easements must be fulfilled. One should begin as soon as possible to comply with these regulations by taking the following steps:

- (1) Complete and execute the easement document, including a legal description, and submit it to the City. Approved forms are available through the City offices at the address listed below. If applicable, both husband and wife must sign the easement and have their signatures notarized. If the easement is signed by a single person, this needs to be stated on the form. The corporate form is for corporations to use. When using this form, a copy of the corporate resolution must be included, which authorizes the signature.

City:

City of Bonney Lake
19306 Bonney Lake Boulevard
P.O. Box 7380
Bonney Lake, WA 98390

- (2) Direct the Developer's surveyor to prepare a survey map showing the easements and the location of the utility, and to send copies of the map to the City.

46. Right-of-Way: As a condition of development, additional right-of-way shall be dedicated to the City of Bonney Lake when the existing right-of-way is substandard or existing documentation is nebulous. Right-of-Way widths shall be determined as specified herein.
47. Patent Royalties and Process Fees: The Developer shall furnish the City a license or licenses for the use of any process or processes in connection with the Project as may be applicable.
48. Sanitation: Necessary sanitation conveniences for the use of workers on the job, and the City or their representatives, properly secluded from public observation, shall be provided and maintained by the Developer.
49. Emergency Service: The Developer shall designate and shall provide the City with names and telephone numbers of those persons who will be available at all times in case of emergency. The Developer will be charged for such expenses as may be incurred by the City to provide such service, if said emergency is not immediately rectified.
50. 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 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 50-foot intervals along the location of said utility. The datum shall be per the current Pierce County horizontal and vertical datum or as determined by the Public Works Director or their representatives.

As-Built Drawing Review: Two sets of full size and two sets of half size preliminary as-built drawings shall be submitted for review by the City. The City will review the submitted drawings, and all comments must be addressed to the satisfaction of the Public Works Director or their representatives prior to approval. Preliminary as-built drawings shall be submitted to the City within thirty (30) calendar days after completion of the work. **Approved as-built drawings 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 finish the as-built drawings 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 cost 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 inch = 50 feet horizontal; 1 inch = 5 feet vertical.

Detail Scale: Larger as necessary.

Revised as-built data shall replace design data and be in a bolder typeface such that the revised data is easily identified on the drawings. The use of strike out lines is not allowed. All edits must be made electronically and shall include all sheets of the approved construction drawings unless otherwise approved by the City.

As-built data shall include all pertinent data necessary to aid the location of surface and sub-surface improvements and utilities in the future, and the following data:

1. Confirm rim and invert elevations for any sanitary sewer and storm drainage structures that were installed or modified by the project.
2. Confirm slopes, lengths, size and material type of pipe installed between structures and appurtenances.
3. Detail the finished grade of storm water facilities (ponds, swales, etc.) to confirm the as-built facility meets or exceeds the design criteria and mitigation requirements for the project.
4. Provide as-built locations for appurtenances, such as fire hydrants, blow-offs, air-vacuum release assemblies, pig ports, clean outs, utility vaults, etc.
5. Provide finished grade elevations for constructed or modified walls to include the horizontal limits of the wall(s), top elevations and bottom elevations, and/or footing drains (including discharge location).

Each and every sheet shall have a statement signed by a Registered Professional Engineer attesting to the completeness and accuracy of the as-built drawings. **Easements for facilities not located in the public right-of-way shall be recorded, and the recording number shall be shown on the as-built drawings.**

Approved as-built drawings shall be submitted on permanent, stable 22-inch by 34-inch 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” or ink. Nonessential data shall be removed from the Plans at the City’s discretion. Stick back (glue) reproductions or “sepia” Mylars shall not be considered acceptable.

An electronic copy of the approved drawings in AutoCAD (verify version of AutoCAD with the City prior to submittal) format shall be required, unless otherwise approved by the City. In addition, the City requires all as-built drawings to be submitted to Pierce County for incorporation into the County GIS Database. The Developer is responsible for submitting approved as-built information to the County in a digital format as specified by the County.