

# **CITY OF GRANITE FALLS**

**SNOHOMISH COUNTY**

**WASHINGTON**



**GRANITE FALLS**

## **DEVELOPER STANDARDS**

**MAY 2022**



**Gray & Osborne, Inc.**

CONSULTING ENGINEERS

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# CHAPTER 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 or easements of new subdivisions, for all improvements intended for ownership, operations or maintenance by the City and for all other improvements (onsite or offsite) for which the City Code requires approval from the City Manager and/or City Planning Commission and/or the City Council. These standards are intended as guidelines for designers and developers in preparing their plans and for the City in reviewing plans. Where minimum values are stated, greater values should be used whenever practical; where maximum values are stated, lesser values should be used where practical. The developer/proponent is however 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, 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. The City encourages the use of Low Impact Development design.

Any improvements not specifically covered herein by these Standards must meet or exceed the current version of the State of Washington Department of Transportation Standard Specification for Road, Bridge & Municipal Construction, current amendments thereto and the Washington State Department of Transportation Standard Plans. Said specifications shall be referred to hereafter as the “Standard Specifications” and “Standard Plans.”

Where improvements are not covered by the Standard Specifications, Standard Plans, or these City standards, the City will 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 Manager.

The designer shall submit calculations or other appropriate materials supporting the design of utilities, pavements and storm drainage facilities. The designer shall submit calculations for structures and other designs when requested by the City Engineer and/or Building Official.

A. Exclusions

1. A one time enlargement of less than 800 square feet of total footprint on any parcel of property, or, a one-time net increase of less than 25 percent of the total aggregate area of the existing footprint(s) of building(s) on the site, whichever is less.
2. Construction or redevelopment of an individual single-family residence on an existing lot.

B. Definitions (As used herein)

1. “City:” City of Granite Falls, Washington, Snohomish 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, or an approved designee.
2. “City Manager:” The City’s duly appointed City Manager, or the designated person.
3. “Contract Documents:” The contract documents shall consist of the following and in case of conflicting provisions, the first mention shall have precedence:
  - a. Developers Agreement
  - b. City Public Works Standards
  - c. Other Applicable City Municipal Codes
  - d. City Right-of-Way Use Permit and associated plans
  - e. City Fill and Grade Permit and associated plans
  - f. WDOE Stormwater Permit (site larger than 1 acre)
  - g. Standard Plans
  - h. Standard Specifications
  - i. SEPA Determination (if required)

These documents shall form the Contract.

4. “Contractor:” The Developer’s contractor or subcontractor.
5. “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.

6. “Development:” Any improvement within the public right-of-way and/or public easements (existing or future), improvements intended for ownership, operations or maintenance by the City and all other improvements for which the Granite Falls Municipal Code requires approval by the City. These improvements include, but are not limited to, the construction, reconstruction, conversion, structural alteration, relocation, enlargement, or change in use of any structure or property, or any project that will increase vehicle trips per day or any project which negatively impacts the service level, safety, or operational efficiency of serving roads.
7. “Driveway Approach:” That portion of the public right-of-way used for vehicular access to private property.
8. “Engineer:” The City’s Engineer, whether a staff engineer or consultant.
9. “Maintenance Bond:” 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.
10. “Mayor:” Mayor of the City of Granite Falls or his/her authorized representative.
11. “Performance Bond:” 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.
12. “Plans:” Drawings, including reproductions thereof, of the work to be done as an extension to the City’s utility or road network system, prepared by an Engineer licensed in the State of Washington.
13. “Project Specifications:” The specifications specific to the project as designated by an Engineer licensed in the State of Washington for the prescribed work.
14. “Standard Specifications:” The most current edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction.



15. “Work:” The labor or materials or both, superintendence, equipment, transportation, and other facilities necessary to complete the Contract.
- C. 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.
- D. Authority of Mayor: The Mayor or his 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.
- E. Authority of the City Manager: The City Manager or his/her authorized representative shall have the authority to determine the amount, quality, acceptability and fitness of the work, material and equipment, and to reject or condemn all work or material which does not conform to the terms of these Standards. The City Manager decision in all matters is the decision of the City, and can only be changed by the City.

The City has not so delegated, and the City Manager or his/her authorized representative(s) does (do) not purport to be a safety expert, is not so engaged in that capacity, 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. City inspector(s) are not responsible for the identification or enforcement of such laws, rules or regulations.

- F. Architect/Engineer: The Developer is responsible for conformance with all applicable codes, conditions of approval, and permit requirements subject to the requirements of the City. Review of the construction plans does not relieve the Architect and Engineers of record of the responsibility for a complete design in accordance with the laws of the governing jurisdiction and the State of Washington.
- G. 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 is cautioned that project approval (City acceptance) and occupancy permits will be denied until all bills are paid in full.

## CHAPTER 2

### PERMITS

#### 2.1 PERMIT PROCESS

No person, firm or corporation shall commence work on of any facility located either in the public right-of-way or a public easement without any necessary permit(s) first having been obtained from the City.

Any party requesting a permit shall file written application with the City. Such application will include as needed:

1. Right-of-Way Permit application;
2. Fill and Grade permit application;
3. Bond Quantity Calculations (for work in existing public right-of-way or public easements);
4. Construction Plans, including City Standard Details as appropriate;
  - a. Initial construction plan submittal to include one pdf copy.
  - b. Once approved by the City, one 22" x 34" paper copy and two 11" x 17" signed paper copies are to be provided as the approved construction plans. One pdf copy is to be provided as well.
  - c. Once approved by the City, one 22" x 34" paper copy, one 22" x 34" mylar copy, and one 11" x 17" signed paper copy of the record drawings shall be provided along with a pdf version. AutoCAD drawings are to be submitted as well.
5. Application Fee.

The City may require, at their discretion, the filing of any other information when in their opinion such information is necessary to properly enforce the provisions of these Standards.

No permit shall be issued until the proposed work has been approved by the appropriate official. Adjudication of disagreements regarding approvals shall be made by the Mayor or their designee and his decision shall be final.

No construction plans shall be approved nor a permit issued where it appears that the proposed work, or any part thereof, conflicts with the provisions of these Standards or any other ordinance of the City of Granite Falls, nor shall issuance of a permit be construed as a waiver of any other portion of the Granite Falls Municipal Code.

**A fee of an amount as designated by City code shall accompany all applications for permits.**

## **2.2 DEVIATIONS**

These Standards represent appropriate practice under most conditions, based on past experience in Granite Falls and other jurisdictions. They are intended to provide facilities that are safe and appropriate for use in Granite Falls. These Standards are not intended to limit the introduction of new ideas. Situations will arise where alternatives to these Standards may better accommodate existing conditions, overcome adverse topography or allow for more cost-effective solutions without adversely affecting safety, operations, maintenance or aesthetics. As such deviations may be approved only under special circumstances, when such deviation is warranted by unique characteristics of the site or the applicant can clearly show that a deviation will result in an equal or superior product in a cost-effective manner.

Accordingly, requests for deviations from these Standards will be considered by the City Engineer. Such requests must be submitted in writing and include supporting information demonstrating compliance with the following criteria:

- The deviation will achieve the intended result with a comparable or superior design and quality of improvement;
- The deviation will not adversely affect safety, or operations;
- The deviation will not adversely affect maintenance and its associated cost; and
- The deviation will not adversely affect aesthetic appearance.

The need for and timing of a deviation from these standards may not be predictable. Requests should be submitted as soon as the need becomes known. Deviations that affect engineering design, to the extent they are known, must be decided prior to submittal of construction plans. This will prevent wasted effort in the preparation of plans with non-standard features that cannot be approved. Any deviation request concerning a provision of the Uniform Fire Code requires concurrence by Fire District 17. Documentation of concurrence by the Fire District must be submitted with the request.

The City Engineer reserves the right to approve or deny a deviation from these Standards at any time, in the interest of public health, safety and welfare. In accordance with Granite Falls Municipal Code 19.04.110, the applicant may appeal an administrative determination of the City Engineer denying a requested deviation from these Standards to a hearing examiner appointed by the Mayor.

## CHAPTER 3

### PUBLIC WORKS CONSIDERATIONS

#### 3.1 BONDING

Developers and contractors performing work within the public right-of-way or publicly owned easement(s) shall be prepared to satisfy the following bonding requirements. The City will accept an assignment of funds as bonds.

- 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 percent of the amount estimated for work within the existing right-of-way. This performance bond shall be posted as a requirement for receiving a right-of-way permit. A template for a performance bond may be found in the Miscellaneous Forms section of these Standards or the applicant may utilize the standard forms utilized by bonding companies.
- B. 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 percent of the value of the incomplete improvements that are to be dedicated to the City. A template for a performance bond may be found in the Miscellaneous Forms section of these Standards or the applicant may utilize the standard forms utilized by bonding companies. The City engineer shall review and provide approval, as may be applicable of the submitted amount. The type of work covered in this bond may include, for example, the final lift of asphalt on a roadway. Bonding for the final lift would allow for release of the Performance Bond in Section A and allow the developer to receive construction completion approval prior to completing the final lift.
- C. Furnishing a Maintenance Bond. All work shall be guaranteed by the Contractor for a 2-year period from the time of inspection and final approval of the construction by the City. The maintenance bond shall be equal to 15 percent of the total cost of the improvements. A template for a maintenance bond may be found in the Miscellaneous Forms section of these Standards or the applicant may utilize the standard forms utilized by bonding companies.

### **3.2 HOLD HARMLESS CLAUSE**

The Developer shall indemnify and hold harmless the City, City, Contractors and their agents and employees as specified in the Developer Agreement, 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 contractor or 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 or compensation 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 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.

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 and shall have an A.M. Best rating of no less than A:Vii or equivalent.

The Developer shall maintain, during the life of the work, Comprehensive General and Automobile Liability Insurance, and such other coverage as detailed

herein. The insurance shall include, as Additional Named Insured, the City and its Contractors. 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;
- 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 related to the work, 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 \$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 \$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 \$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 \$1,000,000.00 in aggregate.
- C. Comprehensive Automobile Property Damage Liability Insurance on an occurrence basis for limits of not less than \$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 consultants 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 2 weeks of the City’s request. All policies shall be written on an “occurrence” basis.

When requested, Developer is required to provide for any of its consultants Professional Liability/Errors & Omissions coverage in such amount as specified by City.

When requested, Developer is required to provide builder’s risk insurance in such amount as specified by the City.

### **3.4 WORKERS 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 & 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 as required by the Workers’ Compensation Act of Washington 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 performed pursuant to a permit issued shall be done in accordance with the Standard Specifications.

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) Local Agency Guidelines, WSDOT, as amended.
- (b) Guidelines for Urban Arterial Program, WSDOT, as amended.
- (c) American Water Works Association Standards.
- (d) Design criteria of federal agencies including the Federal Housing Administration, Department of Housing and Urban Development, the Federal Highway Administration, Department of Transportation and the Environmental Protection Agency.
- (e) A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO), 2011, or current edition when adopted by WSDOT.
- (f) Standard Specifications for Highway Bridges, adopted by AASHTO, current edition.
- (g) U.S. Department of Transportation Manual on Uniform Traffic Control Devices, "MUTCD," as amended and approved by Washington State Department of Transportation, current edition.

- (h) Guide for the Development of Bicycle Facilities, adopted by AASHTO, current edition.
- (i) Associated Rockery Contractors (ARC), Standard Rock Wall Construction Guidelines.
- (j) American Society for Testing and Materials (ASTM).
- (k) Illuminating Engineering Society of America (IES) National Standard Practices for Roadway Lighting, RP-8, Current Edition, as modified herein.
- (l) 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.
- (m) WSDOT Design Manual, current edition as amended.
- (n) 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; Snohomish County Engineering Design and Development Standards, Current Version.
- (o) Institute of Transportation Engineers, Traffic Engineering Handbook, current edition.
- (p) Water System Design Manual, Washington Department of Health, Current Version.
- (q) Criteria for Sewage Works Design, Washington Department of Ecology, Current Version.
- (r) NSF/ANSI 61.