

CONSTRUCTION REQUIREMENTS

THE FOLLOWING ITEMS SHALL BE COMPLETED PRIOR TO START OF CONSTRUCTION WITHIN ANY RIGHT-OF-WAY OR MUNICIPAL EASEMENT, OR CONNECTION TO AN EXISTING CITY UTILITY OR STORM DRAINAGE SYSTEM, OR EXTENSION OF PRIVATE WATER AND SEWER MAINS AND APPURTENANCES ON PRIVATE PROPERTY.

1. PRIOR TO CONSTRUCTION, THE PLANS AND SPECIFICATIONS SHALL BE APPROVED AND SIGNED BY THE CIVIL ENGINEER. HOWEVER, PUBLIC UTILITY PLANS THAT ARE SUBMITTED TO THE CITY ENGINEER FOR REVIEW DO NOT NEED TO BE SIGNED BY THE CITY ENGINEER. SIGNATURE BLANKS ARE REQUIRED ON EACH PLAN SHEET. PROVIDE 1 SET OF MYLAR REPRODUCIBLE DRAWINGS TO THE CITY ENGINEER AFTER ALL REVISIONS HAVE BEEN MADE AND APPROVED.
2. THE CONTRACTOR SHALL HAVE A CITY OF MOSES LAKE STREET AND UTILITY CONSTRUCTION BOND IN THE AMOUNT OF \$10,000 OR FOR 150 PERCENT OF CONSTRUCTION COSTS, WHICHEVER IS GREATER. HOWEVER, PROPERTY OWNERS MAY TAKE OUT A PERMIT TO INSTALL THEIR SIDEWALK, OR TO REMOVE AND REPLACE THEIR SIDEWALK, WITHOUT A STREET AND UTILITY CONSTRUCTION BOND.
3. THE CONTRACTOR OR PROPERTY OWNER SHALL OBTAIN A STREET AND UTILITY CONSTRUCTION PERMIT. THE PERMIT FEE IS 2 1/2 PERCENT OF THE COST OF CONSTRUCTION. CONSTRUCTION COSTS SHALL BE PROVIDED TO THE ENGINEER FOR VERIFICATION.
4. ALL REQUIRED CONSTRUCTION STAKING SHALL BE PERFORMED UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR. THE SURVEYOR SHALL PROVIDE A COPY OF THE STAKING NOTES TO THE ENGINEER.
5. A PRE-CONSTRUCTION CONFERENCE SHALL BE SCHEDULED BETWEEN THE CONTRACTOR, CITY STAFF, AND ANY AFFECTED UTILITIES. THE CITY HALL CONFERENCE ROOM IS AVAILABLE FOR THIS MEETING.
6. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR WORK WITHIN THE CITY'S RIGHT-OF-WAY REFLECTING THE REQUIREMENTS SET FORTH IN THE MUTCD.
7. THE DEVELOPER SHALL PROVIDE CIRCUITRY FOR ALL REQUIRED STREET LIGHTING IN CONJUNCTION WITH THE GRANT COUNTY PUD. THE GRANT COUNTY PUD SHALL PREPARE A STREET LIGHTING PLAN FOR INCLUSION INTO THE STREET AND UTILITY CONSTRUCTION PLANS WHEN REQUIRED.
8. PLANS FOR NEW PUBLIC UTILITIES SHALL BE SUBMITTED WITH CONSTRUCTION PLANS AND SHALL BE APPROVED BY THE RESPECTIVE UTILITY. THE CONTRACTOR SHALL INSTALL ALL NEW TELEPHONE, ELECTRIC, CABLEVISION AND OTHER PUBLIC UTILITIES UNDERGROUND.
9. THE CONTRACTOR SHALL PROVIDE SUBMITTALS TO THE ENGINEER FOR APPROVAL ON ALL NON-STANDARD MATERIALS.

INSPECTOR HOURS ARE BETWEEN THE HOURS OF 8:00 A.M. AND 4:00 P.M. ANY WORK THAT REQUIRES INSPECTION OUTSIDE OF THE REGULAR HOURS SHALL BE COORDINATED WITH THE ENGINEER. FURTHERMORE, ANY WORK THAT CAUSES CITY INSPECTOR OVERTIME SHALL BE BILLED TO THE CONTRACTOR AT \$30.00 PER HOUR. ANY PAYMENT FOR OVERTIME SHALL BE PAID BY CONTRACTOR PRIOR TO ACCEPTANCE OF THE PROJECT.

THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH OSHA AND WISHA SAFETY REGULATIONS. THE CONTRACTOR SHALL CONSTRUCT ALL WORK IN CONFORMANCE WITH THE CURRENT WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION AS AMENDED BY THE APWA AND THE CITY OF MOSES LAKE COMMUNITY STREET AND UTILITY STANDARDS, AND SUPPLEMENTAL SPECIFICATIONS AS REQUIRED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE TO CHECK ON ANY REVISED COMMUNITY STREET AND UTILITY STANDARDS THAT MAY BE IN EFFECT AT THE TIME OF CONSTRUCTION.

THE CONTRACTOR SHALL PROVIDE THE CITY WITH A 1-YEAR MAINTENANCE BOND IN THE AMOUNT OF 50 PERCENT OF THE CONSTRUCTION COSTS UPON COMPLETION OF THE PROJECT AND PRIOR TO ACCEPTANCE OF ANY PROJECT.

THE CITY COUNCIL MAY DEViate, WAIVE, OR ADD TO THE PRECEDING ITEMS BASED ON THE EXTEND AND NATURE OF THE PROPOSED CONSTRUCTION.

THE DEVELOPER SHALL FURNISH ALL LABOR AND MATERIALS NECESSARY TO PROVIDE PLANS, SPECIFICATIONS, SUBDIVISION DRAWINGS, ENGINEERING, AND OTHER RELATED ITEMS ASSOCIATED WITH A DEVELOPMENT PROJECT.

COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS, AND ADDENDA

IN CASE OF DISCREPANCIES, SPECIAL PROVISIONS SHALL GOVERN OVER SUPPLEMENTAL SPECIFICATIONS; SUPPLEMENTAL SPECIFICATIONS SHALL GOVERN OVER STANDARD SPECIFICATIONS; AND UNITS OF MEASUREMENT ON A PROPOSAL SHALL GOVERN OVER UNITS OF MEASUREMENT CONTAINED IN THE SPECIAL PROVISIONS. WHERE DISCREPANCIES ARE NOTED WITHIN THE SPECIAL PROVISIONS, SUPPLEMENTAL SPECIFICATIONS, OR STANDARD SPECIFICATIONS, THE PLANS SHALL GOVERN OVER THE WRITTEN SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN ANY DISCREPANCIES ARE NOTED.

WASTE SITES

WASTE SITES SHALL BE PROVIDED BY THE CONTRACTOR. WASTE SITES SHALL BE OPERATED IN SUCH A MANNER AS TO MEET ALL LAWS, ORDINANCES, AND SAFETY AND HEALTH REQUIREMENTS OF THE STATE, COUNTY, AND CITY. WASTE SITES SHALL NOT BE PERMITTED IF OPERATIONS OR RESULTS OF SUCH OPERATIONS CREATE A NUISANCE PROBLEM, OR RESULT IN DAMAGE TO MUNICIPAL, PUBLIC, OR PRIVATE PROPERTIES. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH COPIES OF ANY EXCAVATION AND GRADING PERMITS THAT ARE REQUIRED BY MOSES LAKE MUNICIPAL CODE 16.04.040.

USE OF PRIVATE PROPERTY

THE CONTRACTOR SHALL OBTAIN PERMISSION FROM THE PROPERTY OWNER BEFORE USING ANY PRIVATE PROPERTY ADJOINING THE WORK. THE CONTRACTOR SHALL OBTAIN A WRITTEN RELEASE FROM ALL DAMAGES THAT HAS BEEN SIGNED BY THE PROPERTY OWNER; AND THE CONTRACTOR SHALL PROVIDE THE WRITTEN RELEASE TO THE ENGINEER PRIOR TO THE CITY'S ACCEPTANCE OF THE PROJECT.

CONTROL OF WORK  
INSPECTION OF WORK AND MATERIALS

NSPECTION SHALL BE PERFORMED BY THE ENGINEER OR AN ENGINEERING FIRM HIRED BY THE CITY. PERMIT FEES SHALL BE PER THE MOSES LAKE MUNICIPAL CODE AND SHALL BE COLLECTED PRIOR TO ISSUANCE OF A STREET AND UTILITY CONSTRUCTION PERMIT. PERMIT FEES DO NOT COVER DEVELOPER COST OF ANY MATERIAL TESTS REQUIRED. ANY MATERIAL TESTS REQUIRED FOR THE PROJECT SHALL BE BORNE BY THE DEVELOPER.

QUARANTEES

IF DEFECTIVE MATERIAL OR WORKMANSHIP IS DISCOVERED WITHIN 1 YEAR AFTER THE DATE OF FINAL ACCEPTANCE OF THE WORK, THE CONTRACTOR SHALL RETURN AND EITHER CORRECT OR REPLACE THE DEFECTIVE WORK AS DIRECTED BY THE ENGINEER. IF THE WEATHER OR OTHER FACTORS PREHIBIT CORRECTIONS FROM BEING MADE WITHIN 1 YEAR AFTER FINAL ACCEPTANCE, THE CONTRACTOR'S BOND SHALL BE EXTENDED FOR 1 ADDITIONAL YEAR.

CONTROL OF MATERIAL  
ACCEPTANCE OF MATERIALS  
SAMPLES AND TESTS FOR ACCEPTANCE

AWWA - AMERICAN WATERWORKS ASSOCIATION. THE EFFECTIVE DATA OF THE AWWA SPECIFICATIONS IS ON THE FIRST DAY OF THE SECOND MONTH AFTER PUBLICATION. THE AWWA SPECIFICATIONS AND REVISIONS THUS IN AFFECT AT TIME OF PLAN APPROVAL, OR WHEN THE PERMIT IS ISSUED IF NO PLANS ARE REQUIRED, SHALL APPLY WHENEVER REFERENCED IN THESE SPECIFICATIONS. COPIES OF THE AWWA SPECIFICATIONS MAY BE OBTAINED FROM AMERICAN WATERWORKS ASSOCIATION, INC., CUSTOMER SERVICE, 6666 QUINCY AVENUE, DENVER, COLORADO 80235.

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC  
FISH AND WILDLIFE AND ECOLOGY REGULATIONS  
AIR QUALITY

THE CONTRACTOR SHALL COMPLY WITH THE REGULATIONS OF THE LOCAL AIR POLLUTION CONTROL AUTHORITIES OR WITH THE REGULATIONS OF THE DEPARTMENT OF ECOLOGY, WHICHEVER ARE MORE STRINGENT.

LIABILITY

THE CONTRACTOR SHALL BE LIABLE FOR THE PAYMENT OF ALL FINES AND PENALTIES RESULTING FROM FAILURE TO COMPLY WITH THE FEDERAL, STATE, AND LOCAL CONTROL REGULATIONS.

LOAD LIMITS  
GENERAL

WHILE MOVING EQUIPMENT OR MATERIAL ON ANY PUBLIC STREET, ROAD, OR HIGHWAY, THE CONTRACTOR AND ITS SUBCONTRACTORS, AGENTS, OR SUPPLIERS SHALL ADHERE TO RCW 46.44 OF THE MOTOR VEHICLE LAWS OF THE STATE OF WASHINGTON AND LOCAL LAWS THAT CONTROL TRAFFIC OR LIMIT LOADS. THE STREET AND UTILITY CONSTRUCTION PERMIT NEITHER EXEMPTS THE CONTRACTOR, ITS SUBCONTRACTORS, AGENTS, OR SUPPLIERS FROM SUCH LAWS NOR LICENSES OVERLOADS. AT THE ENGINEER'S REQUEST, THE CONTRACTOR SHALL FURNISH TO THE ENGINEER A LISTING OF ALL HAUL VEHICLES TO BE USED IN THE WORK. THE LIST SHALL INCLUDE VEHICLE OWNER LICENSE NUMBER, TARE WEIGHT, AND MAXIMUM LEGAL LOAD FOR VEHICLE AND TRAILER, IF ANY.

CONTRACTOR'S RESPONSIBILITY FOR WORK  
RELIEF OF RESPONSIBILITY FOR COMPLETED WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND PROTECTING ALL PORTIONS OF THE WORK UNTIL THE PROJECT HAS BEEN ACCEPTED BY THE CITY COUNCIL.

REPAIR OF DAMAGE

WHEN THE ENGINEER DETERMINES PUBLIC SAFETY IS AFFECTED, THE ENGINEER MAY ELECT TO ACCOMPLISH REPAIR BY OTHERS AND CHARGE SUCH COSTS TO THE DEVELOPER.

PROTECTION AND RESTORATION OF PROPERTY  
PRIVATE/PUBLIC PROPERTY

WHEN TRENCHING IS REQUIRED WITHIN A PLANTING STRIP, THE CONTRACTOR SHALL PROTECT THE EXISTING CURB, GUTTER, AND SIDEWALK FROM DAMAGE; UTILIZING PROTECTIVE MEASURES AS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL DEMONSTRATE THE METHOD OR PROCEDURE OF PROTECTION, AS DIRECTED BY THE ENGINEER, BEFORE PROCEEDING WITH TRENCHING IN A PLANTING STRIP. ANY DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPAIRED PROMPTLY AT THE CONTRACTOR'S EXPENSE. DAMAGED SIDEWALK AND DRIVEWAY ENTRANCES IN THE CENTRAL BUSINESS DISTRICT SHALL BE REPLACED WITH CONCRETE PAVERS, CENTRAL BUSINESS DISTRICT BOUNDARIES ARE AS SHOWN ON COMMUNITY STREET AND UTILITY STANDARDS DETAILS.

UTILITIES AND SIMILAR FACILITIES

ADDITIONAL COSTS AND LOSS IF TIME DUE TO THE REMOVAL OR RELOCATION OF ANY UTILITY OR OTHER FACILITY ARE THE RESPONSIBILITY OF THE DEVELOPER.

PUBLIC CONVENIENCE AND SAFETY  
CONSTRUCTION UNDER TRAFFIC

THE CONTRACTOR SHALL PROVIDE ACCESS TO EMERGENCY TRAFFIC SUCH AS POLICE, FIRE, AND EMERGENCY UNITS. AT ALL TIMES, THE CONTRACTOR SHALL NOTIFY THE MULTI-AGENCY COMMUNICATIONS CENTER (MACC, 509-762-1160) PRIOR TO CLOSING ANY STREET AND IMMEDIATELY UPON REOPENING A CLOSED STREET. THE CONTRACTOR SHALL ALSO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE SCHOOL DISTRICT, POST OFFICE, DISPOSAL FIRMS, AND OTHER SERVICES THAT MAY BE OPERATING IN THE PROJECT AREA. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGES THAT RESULT FROM FAILURE TO PROVIDE REASONABLE NOTICE, ACCESS, OR COORDINATION. WHEN CONSTRUCTION OPERATIONS ARE SUCH THAT DEBRIS FROM THE WORK IS DEPOSITED ON THE STREETS, THE CONTRACTOR SHALL REMOVE ON A DAILY BASIS, AS A MINIMUM, ALL DEPOSITS OR DEBRIS THAT HAVE ACCUMULATED ON THE ROADWAY SURFACE. IF DAILY REMOVAL IS INSUFFICIENT TO KEEP THE STREETS CLEAN, THE CONTRACTOR SHALL PERFORM REMOVAL OPERATIONS ON A MORE FREQUENT BASIS. IF THE ENGINEER DETERMINES THAT A MORE FREQUENT CLEANING IS IMPRACTICAL OR IF THE CONTRACTOR FAILS TO KEEP THE STREETS FREE FROM DEPOSITS AND DEBRIS RESULTING FROM THE WORK, THE CONTRACTOR SHALL, UPON ORDER OF THE ENGINEER, PROVIDE FACILITIES FOR AND REMOVE ALL CLAY OR OTHER DEPOSITS FROM THE TIRES OR BETWEEN WHEELS BEFORE TRUCKS OR OTHER EQUIPMENT TRAVEL OVER PAVED STREETS. IF THE CONTRACTOR FAILS OR REFUSES TO CLEAN THE STREETS, TRUCKS, OR EQUIPMENT IN QUESTION, THE ENGINEER MAY ORDER THE WORK SUSPENDED AT THE CONTRACTOR'S RISK UNTIL COMPLIANCE WITH THE CONTRACTOR'S OBLIGATION IS ASSURED; OR THE ENGINEER MAY ORDER THE STREETS IN QUESTION CLEANED BY OTHERS. SUCH COSTS INCURRED BY THE CITY IN ACHIEVING COMPLIANCE WITH THESE CONTRACT REQUIREMENTS, INCLUDING CLEANING OF THE STREETS, SHALL BE PAYABLE BY THE CONTRACTOR PRIOR TO FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL HAVE NO CLAIM FOR DELAY, EXTENSION OF CONTRACT TIME, OR ADDITIONAL COST SHOULD THE ENGINEER CHOOSE TO SUSPEND THE CONTRACTOR'S WORK UNTIL COMPLIANCE IS ACHIEVED.

EXISTING TRAFFIC CONTROL AND STREET NAME SIGNS

EXISTING TRAFFIC CONTROL AND STREET NAME SIGNS THAT INTERFERE WITH CONSTRUCTION SHALL BE RELOCATED OR REMOVED BY THE CONTRACTOR AND TEMPORARILY STORED IN A SAFE PLACE. "STOP", "YIELD", "SPEED LIMIT", AND "ONE-WAY" SIGNS SHALL BE REMOVED OR RELOCATED ONLY UPON APPROVAL BY THE ENGINEER. EXISTING SIGNS SHALL NOT BE REMOVED UNTIL THE CONTRACTOR HAS PROVIDED TEMPORARY MEASURES SUFFICIENT TO SAFEGUARD AND DIRECT TRAFFIC AFTER THE EXISTING SIGNS HAVE BEEN REMOVED, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT DOCUMENTS, PRESERVATION AND MAINTENANCE OF TRAFFIC CONTROL AND STREET NAME SIGNS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ALL TEMPORARY SIGNS SHALL BE IN COMPLIANCE WITH SECTION 1-10.3(3) OF THESE SPECIFICATIONS. THE CONTRACTOR SHALL RESET TEMPORARILY RELOCATED OR REMOVED TRAFFIC AND STREET NAME SIGNS IN THEIR PERMANENT LOCATION AS WORK PROGRESSES AND PERMITS. THE CONTRACTOR SHALL REPLACE SIGNS AND OTHER TRAFFIC CONTROL DEVICES THAT ARE DAMAGED OR LOST BY THE CONTRACTOR. HOWEVER, THE ENGINEER MAY ALLOW THE CONTRACTOR TO REPAIR A DAMAGED SIGN IN LIEU OF ITS REPLACEMENT. THE CONTRACTOR SHALL INSTALL TEMPORARY PRESSURE-SENSITIVE PAVEMENT MARKING TAPE OR DELINEATORS WHEN PAINT LINES ARE OBLITERATED DUE TO CONSTRUCTION ACTIVITIES AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REMOVE THESE TEMPORARY FEATURES AFTER THE ENGINEER APPROVES OF PERMANENT TRAFFIC CHANNELIZATION THAT HAS BEEN INSTALLED BY THE CONTRACTOR.

MAINTAINING ACCESS

THE CONTRACTOR SHALL MAINTAIN ACCESS TO RESIDENTIAL AND COMMERCIAL PROPERTY ADJACENT TO THE PROJECT. ACCESS TO RESIDENTIAL PROPERTY SHALL NOT BE BLOCKED FOR MORE THAN 8 CONSECUTIVE HOURS. ACCESS TO COMMERCIAL PROPERTY SHALL NOT BE BLOCKED FOR MORE THAN 4 CONSECUTIVE HOURS. THE CONTRACTOR SHALL PROVIDE ALTERNATE ACCESS ROUTES IF THE WORK REQUIRES BLOCKING STREETS OR DRIVEWAYS LONGER THAN THE HOURS SPECIFIED HEREIN. THE PROPOSED ALTERNATE ROUTES SHALL BE APPROVED BY THE ENGINEER PRIOR TO THEIR USE AND THE ALTERNATE ROUTES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO EXPENSE TO THE CITY. THE CONTRACTOR SHALL PROVIDE A NOTICE 24 HOURS IN ADVANCE TO ALL PROPERTY OWNERS WHOSE PARKING MAY BE RESTRICTED. THE NOTICE SHALL INDICATE WHERE THEY MAY PARK AND THE NAME AND PHONE NUMBER OF THE ENGINEER AND CONTRACTOR.

CONSTRUCTION AND MAINTENANCE OF DETOURS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE, CONTROL, AND SAFEGUARDING OF TRAFFIC ON ALL DETOURS NECESSARY FOR CONSTRUCTION, INCLUDING ON-SITE AND OFF-SITE DETOURS, UNLESS OTHERWISE RELIEVED OF THIS RESPONSIBILITY BY THE ENGINEER. ALL DETOURS WITHIN THE LIMITS OF THE PROJECT, REQUIRED OR NECESSITATED BY THE WORK, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THIS WORK INCLUDES SIDE STREET CROSSINGS, FRESHLY PLACED CONCRETE, UTILIZATION OF 1 OR MORE LANES OF THE CONSTRUCTION AREA FOR MAINTENANCE OF THROUGH TRAFFIC, AND ALL OTHER RELATED TRAFFIC CONTROL. PLANS FOR SUCH DETOURS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 1-10. SURFACING AND PAVING OF ALL DETOURS SHALL BE CONSISTENT WITH THE REQUIREMENTS OF TRAFFIC AS DETERMINED BY THE ENGINEER.

PERSONAL LIABILITY OF PUBLIC OFFICERS  
NO WAIVER OF STATE'S LEGAL RIGHTS  
CONTRACTOR'S RESPONSIBILITY FOR SAFETY

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE SAFETY OF ALL WORKERS AT THE WORK SITE, NO MATTER BY WHOM THEY MAY BE EMPLOYED. SUCH RESPONSIBILITY SHALL INCLUDE COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL SAFETY LAWS, RULES AND REGULATIONS THAT ARE APPLICABLE TO THE SITE OF ALL WORK TO BE PERFORMED BY THE CONTRACTOR, OR ANY SUBCONTRACTOR, UNDER THIS CONTRACT. THE CONTRACTOR IS NOT RELIEVED OF THIS RESPONSIBILITY BY ACTIONS OF THE ENGINEER IN THE INSPECTION OF WORK IN PROGRESS TO ENSURE CONTRACT COMPLIANCE, INCLUDING TRENCH SAFETY PROGRESS. THE ENGINEER THAT ARE ASSIGNED TO PERFORM INSPECTIONS ARE NOT SAFETY INSPECTORS. THE CONTRACTOR SHALL OBTAIN AN OPINION OR INSPECTION FROM THE APPROPRIATE REGULATORY AGENCY IF THE CONTRACTOR IS UNCERTAIN AS TO THE APPLICATION OF ANY SAFETY RULE OR REGULATION. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL BE AWARE OF THE WORK SITE'S PRESENT CONDITION. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS ARISING FROM THE CONDITION OF THE WORK SITE OR ON ACCOUNT OF ANY CLAIM OF UNSAFE CONDITIONS MAINTAINED AT THE WORK SITE DURING THE TERM OF THIS PROJECT.

ARCHAEOLOGICAL AND HISTORIC PRESERVATION

THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY ARTIFACTS, SKELETAL REMAINS, OR OTHER ARCHAEOLOGICAL RESOURCES (AS DEFINED UNDER RCW 27.53.040) ARE UNEARTHED DURING EXCAVATION OR OTHERWISE DISCOVERED ON THE SITE. THE CONTRACTOR SHALL IMMEDIATELY SUSPEND ANY CONSTRUCTION ACTIVITY THAT IS IN VIOLATION OF RCW 27.53. SUSPENSION OF THE WORK SHALL REMAIN IN EFFECT UNTIL THE ENGINEER HAS OBTAINED PERMISSION TO PROCEED FROM THE STATE HISTORIC PRESERVATION OFFICER.

MEASUREMENT AND PAYMENT  
DISPUTES AND CLAIMS (APWA ONLY)  
TIME LIMITATION AND JURISDICTION

IF THE CONTRACTOR IS AN OUT-OF-STATE RESIDENT, THE CONTRACTOR SHALL DESIGNATE AN AGENT IN WASHINGTON UPON WHOM PROCESS MAY BE SERVED BEFORE COMMENCING WORK.

TEMPORARY TRAFFIC CONTROL  
TRAFFIC CONTROL MANAGEMENT  
CONFORMANCE TO ESTABLISHED STANDARDS

THE CONTRACTOR MAY SUBMIT ALTERNATE PROPOSALS TO THOSE FOR TRAFFIC CONTROL AND DETOURS REQUIRED BY CONTRACT DOCUMENTS. SUCH ALTERNATE PROPOSALS SHALL SAFETY AND ADEQUATELY MAINTAIN VEHICULAR AND PEDESTRIAN TRAFFIC AND SHALL COMPLY WITH THE MOST RECENT VERSION OF THE MUTCD. THE PLAN SHALL BE SUBMITTED IN WRITING TO THE ENGINEER A MINIMUM OF 5 DAYS IN ADVANCE OF THEIR INTENDED USE. THE ACCEPTANCE OF ANY PROPOSAL SHALL BE ENTIRELY AT THE DISCRETION OF THE ENGINEER. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LIABILITY ASSOCIATED WITH TRAFFIC CONTROL.

FLAGGING, SIGNS, AND ALL OTHER TRAFFIC CONTROL DEVICES  
CONSTRUCTION SIGNS

ALL SIGNS REQUIRED BY THE TRAFFIC CONTROL PLAN AS WELL AS ANY OTHER APPROPRIATE SIGNS PRESCRIBED BY THE ENGINEER SHALL BE FURNISHED AND MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE THE TRAFFIC SIGNING AND TRAFFIC CONTROL PER THE APPROVED TRAFFIC CONTROL PLAN, AS A MINIMUM, THE CONTRACTOR SHALL PROVIDE ADDITIONAL SIGNS, BARRICADES, CONES, FLAGGERS, AND TRAFFIC CONTROL TO ENSURE PUBLIC'S SAFETY IN ACCORDANCE WITH THE CONTRACTOR'S PLAN OF OPERATION. THE CONTRACTOR SHALL ERECT ALL SIGNS SPECIFIED BY THE TRAFFIC CONTROL PLAN FOR AN AREA WHERE WORK IS SCHEDULED TO BE PERFORMED, PRIOR TO COMMENCING WORK ON THE SAID AREA OF THE PROJECT. WORK ON ANY AREA OF THE PROJECT SHALL NOT COMMENCE UNTIL ALL SIGNS, FLAGGERS, AND OTHER TRAFFIC CONTROL DEVICES FOR SAID AREA IN PLACE AND APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL PATROL THE TRAFFIC CONTROL AREA A MINIMUM OF ONCE PER DAY AND SHALL RESET ALL DISTURBED SIGNS AND TRAFFIC CONTROL DEVICES UPON DISCOVERY OR NOTIFICATION. ALL SIGNS NECESSARY FOR NIGHTTIME TRAFFIC CONTROL SHALL BE FULLY REFLECTORIZED. THE CONTRACTOR SHALL MAKE THE NECESSARY CHANGES OF ANY SIGNS OR TRAFFIC CONTROL DEVICES THAT NEED TO BE REPEATEDLY RESET TO ENSURE THE PROBLEM DOES NOT CONTINUE. ADDITIONALLY, THE CONTRACTOR SHALL HAVE ON THE JOB A SUFFICIENT NUMBER OF TYPE II BARRICADES AND 28-INCH ORANGE PLASTIC CONES TO PROVIDE FOR SAFE WORKING CONDITIONS AND TO PROTECT THE TRAVELING PUBLIC. FOR NIGHTTIME USE, BARRICADES SHALL BE EQUIPPED WITH FLASHING LIGHTS IN CONFORMANCE WITH THE MUTCD. BARRICADES AND CONES SHALL BE BRIGHT IN COLOR AND IN GOOD WORKING ORDER. CONES SHALL HAVE A MINIMUM 6-INCH-WIDE REFLECTORIZED, WHITE BAND PLACED A MINIMUM OF 3 INCHES AND A MAXIMUM OF 4 INCHES FROM THE TOP. A SECOND REFLECTORIZED, WHITE BAND SHALL BE PLACED A MINIMUM OF 2 INCHES BELOW THE FIRST AND SHALL BE A MINIMUM OF 4 INCHES WIDE. BROKEN, FAULTY, OR NONSTANDARD EQUIPMENT SHALL BE REPLACED UPON DISCOVERY OR NOTIFICATION. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR MAINTAINING SAFE CONDITIONS ON THE JOB SITE AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE ADDITIONAL SIGNS, BARRICADES, CONES, AND OTHER SAFETY EQUIPMENT AS NECESSARY TO PROVIDE SAFE CONDITIONS AND TO CONFORM WITH THE MUTCD. IF THE CONTRACTOR REFUSES TO PROVIDE TRAFFIC CONTROL AS REQUIRED; OR TO REPLACE DEFECTIVE TRAFFIC CONTROL SIGNING, BARRICADES, OR CONES, THE ENGINEER MAY PROVIDE THE TRAFFIC CONTROL, FLAGGERS, AND EQUIPMENT. THE ENGINEER SHALL RESERVE THE RIGHT TO STOP ADDITIONAL WORK UNTIL ADEQUATE TRAFFIC CONTROL IS PROVIDED BY THE CONTRACTOR. ALL COSTS INCURRED BY THE CITY FOR TRAFFIC CONTROL SHALL BE PAID BY THE CONTRACTOR PRIOR TO ACCEPTANCE. WHERE, IN THE OPINION OF THE ENGINEER, PARKING IS A HAZARD TO THROUGH TRAFFIC OR TO CONSTRUCTION WORK, PARKING MAY BE RESTRICTED EITHER ENTIRELY OR DURING THE TIME WHEN IT CREATES A HAZARD. SIGNS FOR RESTRICTING PARKING SHALL BE APPROVED BY THE ENGINEER PRIOR TO BEING PLACED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING THE SIGNS IF THEY ARE USED ON ANY STREET WITHIN THE PROJECT LIMITS. IF PARKING SIGNS ARE USED BEYOND THE CONFINES OF THE WORK AREA, SUCH AS IN ANOTHER STREET BEING USED AS A DETOUR, THE SIGNS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE PLACEMENT OF SIGNS RESTRICTING PARKING SHALL BE AS APPROVED BY ENGINEER. THE CONTRACTOR SHALL FURNISH ALL FLAGGING AND MAINTAIN ALL TEMPORARY TRAFFIC CONTROL SIGNS AND DEVICES NECESSARY TO CONTROL TRAFFIC DURING CONSTRUCTION OPERATIONS. TRAFFIC CONTROL SIGNS AND DEVICES SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN THE MUTCD.



4180 LIND AVE. S.W.  
PACIFIC, WA 98055  
PHONE: (425) 251-8811  
FAX: (425) 251-8880  
WEB SITE: PACENG.COM

Pacific  
Engineering  
Design, LLC  
Civil Engineering and  
Planning Consultants

MOSES LAKE, WA

BLUFF WEST  
FOR: SMART HOMES  
ALCOONA, WA 98001  
PHONE: (253) 833-7755, FAX: (253) 876-0650

PROJECT NO.: **05063**  
DRAWN BY: **TLR**  
ISSUE DATE: **10-26-05**  
SHEET REV.:

GENERAL  
NOTES

05063N101-C12.DWG  
**C12**