

CITY OF KELSO
PROCEDURES MANUAL
CONSTRUCTION OF PUBLIC IMPROVEMENTS
PROCEDURE FOR PERMIT PROJECTS BY PRIVATE CONTRACT
(authorized by KMC 12.10)

INTRODUCTION

Where public improvements are to be constructed within public rights-of-way (including public easements), the Owner/Developer may elect to construct the public improvements by public contract (City) or by private contract. Whenever the Owner/Developer wishes to have the costs for public improvements assessed to the benefited property via an LID/ULID, the projects will be administered by the City and the improvements will be constructed by City Contract.

The following procedures shall apply to all public improvements financed by Owner/Developer private contracts. In addition, the following procedures shall apply to the public improvements within a Subdivision or Planned Development, or other major Development, when required by the Planning Commission or by adopted City Policies and Ordinance. Other improvements so designated by the City may be regarded as “public” improvements within the context of this procedure.

Unless otherwise specifically stated, the term “City” shall mean the City Engineer, Public Works Director, or their designated representative; the “Owner/Developer” shall mean the actual Owner or Developer of the proposed development and public improvements or the designated Agent; and “Consulting Engineer” shall mean an individual or firm licensed to practice engineering in the State of Washington, who shall have been retained by the Owner/Developer for the purpose of preparing the detailed plans and specifications and doing such other engineering work as shall be specifically identified within the context of these procedures and as approved by the City.

The improvements for which these procedures shall apply include:

1. Public sanitary sewer trunks, mains and/or laterals and their appurtenances including portions of the service laterals located within the public rights-of-way when specifically approved on the plans and in the specifications. Private Sanitary Sewer service laterals and appurtenances located outside of the public rights-of-way shall not be included.
2. Public storm drain systems and their appurtenances located within the public rights-of-way when specifically approved on the plans and in the specifications. Private service laterals for roof and foundation drains and parking area drain systems located outside the public rights-of-way shall not be included unless otherwise approved by the City.
3. Open, natural drainageway improvements that are specifically identified and included on the plans and in the specifications as approved by the City. Drainageways and swales having only single or double lot property owner importance shall not be included.
4. All public street or roadway facilities and their appurtenances including bridge and drainage structures, storm drain systems, street lighting, sidewalks, bicycle facilities, parking areas, mailbox structures, etc., as specifically approved on the plans and in the specifications.

Sidewalks, private parking and loading facilities, private driveways, and other improvements specifically identified to be made under the normal building permit procedures shall not be included.

5. Public water mains and systems and their appurtenances as specifically approved on the plans and in the specifications. Private water systems from the City meter to the service shall not be included.
6. Projects less than \$5,000 in value shall be exempt from this process and shall be limited to the standard conditions of a public works right-of-way permit meeting all standards of the Kelso/Longview Standard Plans and Specifications **and** the Kelso Engineering Design Manual.

PROCEDURES

Step I

The Owner/Developer shall, if other than himself, name and identify the person or persons who shall be designated to act on his behalf on matters relating to the project. This Agent may, at the Owner/Developer's discretion and direction, be the Consulting Engineer.

The Owner/Developer shall retain the services of a Consulting Engineer, licensed to practice engineering in the State of Washington, who is qualified to perform the required engineering services to design, and construction stake/survey, as required, the proposed public improvements.

If, at any time during the term of the permit, the Owner/Developer shall terminate or reduce the level of services of the consulting Engineer or the designated Agent as specifically identified and approved by the City, the Owner/Developer shall immediately notify the City.

The Owner/Developer is encouraged to request and schedule a predesign conference with the City for the purpose of establishing project guidelines and requirements and to establish an appropriate working relationship with the City so that the reviews, approvals, and construction can be expedited.

The Owner/Developer has the overall responsibility for the project management, construction management, contract administration, permit acquisition and compliance, and, if required, right-of-way acquisition. The City will work closely with the Owner/Developer on his designated Agent in matters pertaining to the permit but the City will not perform contract supervision other than that required to protect the City's interests. Project inspection shall be a specific responsibility of the City, at the Owner/Developer's expense. No work shall be done before the party or parties have communicated with and received instructions from the City.

Step II

The Consulting Engineer shall submit to the City a letter from the Owner/Developer verifying that he has been retained to perform the engineering services for the types of public improvements to be included in the project. As a minimum, the Consulting Engineer's services shall include:

- a. Surveying required to prepare detailed construction plans;
- b. Preparation of detailed plans and specifications;
- c. Construction engineering and construction surveying/staking;
- d. Preparation of "As-Built" drawings (City inspector/contractor will provide field notes, changes);
- e. Provide required certifications;
- f. Such other work as may be applicable and identified.

Prior to commencing with design, it is recommended that the Owner/Developer and/or Consulting Engineer meet with the City for a predesign conference. The purpose of the meeting is to identify specific details of the project and review applicable design standards for the project.

Step III

The Consulting Engineer shall prepare and submit to the City two complete sets of detailed construction plans, profiles, cross sections, support data, design calculations, special details, and special specifications. The Consulting Engineer shall prepare legal descriptions for all required permanent and temporary right-of-way/easement requirements and submit the descriptions to the City for review and approval. All right-of-way/easement documents will be prepared by the Consulting Engineer and shall conform to the City's standard forms. The Owner/Developer shall obtain and/or provide the executed rights-of-way documents with the County at the Owner/Developer's expense and a fully executed and recorded copy will be returned to the Owner/Developer.

The Consulting Engineer shall be responsible for notifying, furnishing plans to and coordinating the public improvements with all appropriate utilities, i.e., water, electric, telephone, gas, TV Cable, etc..

The Consulting Engineer shall submit plans, specifications and other support data and information, as required to the appropriate agency and shall obtain all necessary approvals and permits, i.e., Department of Ecology and/or Health, WSDOT, Department of Natural Resources, Corps of Engineers, City or County Grading and Filing Permits, etc., and copies of such written approvals or permits shall be submitted to the City prior to the City's approval of the Owner/Developer's Construction permit and prior to commencement of construction.

Step IV

The City shall review the submitted material and shall within thirty (30) days approve the plans and specifications or shall return one marked-up copy indicating the change, additions, deletions, or modifications that are required to make the plans and specifications acceptable. When the corrected plans, specifications and other materials are resubmitted to the City, the City shall, within fifteen (15) days, review and approve the corrected plans and specifications.

Step V

Upon approval of the submitted material by the City, the Owner/Developer shall make application to construct the public improvements. The following items shall accompany the permit application:

- a. Payment of fees;
- b. Tabulation of Bids or other support data used to compute the fees;
- c. Copy of the Contract;
- d. Copies of any required permits;
- e. Contractor's Public Liability & Property Damage Insurance Certificate;
- f. Copy of Contractor's City Business License;
- g. Indemnity Agreement;
- h. Any other documentation as shall be required.

The fees will include plan checking and inspection fees, and other such fees as may be identified as appropriate for the specific project improvements. The schedule of Charges for Engineering and Related Services has been established by the City Council. An option for projects over \$500,000 is to pay direct charges for City Plan Checking and Inspection. By choosing this option, fees MAY be less than the standard fees as calculated herein.

The Public Liability and Property Damage Insurance shall include, as a minimum, the insurance coverage as follows:

Public Liability Insurance in an amount not less than \$300,000 for injuries, including death, to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000 for each occurrence, and Property Damage Liability Insurance in an amount not less than \$100,000 for damage for each occurrence.

While it is not a specific requirement of the permit, the City recommends that the Owner/Developer include in his contract a requirement that the Contractor furnish him with a Performance and Payment Bond in an amount equal to 100 percent of the Contract amount to insure the faithful performance of the Contractor and Contractor's payment of all bills, liens, or claims. The Performance and Payment Bond should cover the warranty period.

Step VI

Construction may proceed only after the City has issued the construction permit. A Preconstruction Conference shall be held prior to the start of construction.

The City of Kelso will assign a qualified, experienced construction inspector to the project at the Owner/Developer's expense. The Inspector shall inspect the work to see that all materials and workmanship meet or exceed the plans and specifications, as approved. The City will also coordinate and request all quality assurance sampling and testing. These services will be billed to the owner/developer.

The Owner/Developer or his assigned Agent shall administer and supervise the construction and will be readily available to take direction from the City relating to the construction activities. Any problems or changes that are encountered by the City's inspector will be reviewed with the Owner/Developer. Changes that require any increase or decrease to the contractor's cost will be negotiated between the Owner/Developer and contractor and will be the responsibility of the Owner/Developer.

All construction shall, as a minimum, meet the most current edition of the Standard Specifications for Road, Bridge, and Municipal Construction, the approved plans and the approved Special Specifications. Special Specifications/Conditions shall be prepared and submitted to the City for approval for any exception to the most current edition of the Standard Specifications for road, bridge, and municipal construction. All changes, alteration or revision to the approved plans or specifications shall be submitted for the approval by the City.

The City shall have the authority to cause a suspension of construction when, in the City's opinion, such work is not being done in conformance with the approved plans, specifications, and the permit.

Step VII

Upon written notice that the public improvements have been substantially completed, the City will, in the company of the Consulting Engineer and/or the Owner/Developer or his Agent, make a final inspection of the construction. The Owner/Developer shall see that all necessary additions, corrections, repairs, and/or modifications are made.

Step VIII

At the conclusion of construction and when all corrections and repairs have been made, the Consulting Engineer shall submit a reproducible set of "As-Built" plans along with a Certification of Work Completion and a request for acceptance by the City. The City's inspector and contractor will provide the Consulting Engineer with field notes and changes. It is the responsibility, however, of the Consulting Engineer to assume conformance of the construction with the plans and specifications. The Consulting Engineer shall also make all other appropriate certifications and copies shall be furnished to the City.

No building or service connection to sanitary sewers, storm drains, or water lines will be permitted until these systems have received final acceptance by the City, or unless otherwise approved by the City for connections.

No permit shall be issued for any building construction until all of the public improvements included in the permit are fully operational and accepted by the City unless agreed to in writing by the City.

Step IX

When all public improvements have been completed in an acceptable manner, the City shall certify its acceptance in writing. Final acceptance by the City shall not relieve the Owner/Developer, the Consulting Engineer, or the Contractor of any liability, present or future, for failure or omissions directly relating to the improvements as included in the approved plans and specifications. The City's

letter of acceptance shall specify the effective period of the warranty.

STANDARD FORMS

Attached hereto are samples of the various forms and letters that apply to the permit process for public improvements.

- Public Improvement Procedure Checklist
- Project Acknowledgement (City)
- Permit to Construct Public Improvements (City)
- Contractor's Indemnity Agreement (Contractor)
- Notice of Substantial Completion (Consulting Engineer)
- Final Project Inspection (City)
- Correction Notice (City)
- Certification of Work Completion (Consulting Engineer)
- Affidavit of Release of Liens and Claims (Owner/Developer and Contractor)
- Final Acceptance (City)
- Warranty Inspection (City)

Date _____

CONSULTING ENGINEER

PROJECT ACKNOWLEDGEMENT – PROJECT: _____

Your letter dated _____, advising the City that your consulting Engineering firm has been retained to provide the engineering services for this project is hereby acknowledged. We have reviewed your prospectus and it appears that your firm has the qualifications and experience to perform the engineering and supervision necessary to produce the public improvements, noted below, to meet the City's specifications, standards, and requirements.

We look forward to working with you on this project. Please feel free to contact us for assistance. We recommend that a predesign conference be arranged to review the project.

Approval for engineering includes:

Street Improvements

Sidewalks and Bicycle Paths

Storm Drainage Systems

Sanitary Sewer Systems

Water Systems

Other (specify)

Illumination

City of Kelso

Cc: Owner/Developer

PUBLIC IMPROVEMENT PROCEDURE CHECKLIST

ITEM	DATE	INITIALS
• Project Acknowledgment	_____	_____
• Predesign Conference	_____	_____
<ul style="list-style-type: none"> • Permits <ul style="list-style-type: none"> ○ SEPA ○ Department of Ecology ○ Shorelines NPDES ○ Department of Health ○ WSDOT ○ Department of Natural Resources ○ Corps of Engineers ○ Wetlands ○ City or County Grading and Filling 	_____	_____
<ul style="list-style-type: none"> • Plan Review <ul style="list-style-type: none"> ○ Water ○ Sewer ○ Street ○ Illumination ○ Drainage 	_____	_____
• Permit for Construction	_____	_____
• Preconstruction Conference	_____	_____
<ul style="list-style-type: none"> • Construction <ul style="list-style-type: none"> ○ Material Submittals-Water, Sewer, Storm, Illumination, etc., ○ Quality Assurance Sampling of Materials 	_____	_____
<ul style="list-style-type: none"> • Project Close-Out <ul style="list-style-type: none"> ○ Notice of Substantial Completion ○ Final Inspection ○ Correction Notice ○ Final Acceptance ○ As-Builts ○ Warranty Inspection 	_____	_____

**CITY OF KELSO ENGINEERING DIVISION
 PERMIT TO CONSTRUCT PUBLIC IMPROVEMENTS
 PERMIT NO.**

OWNER: _____
 ADDRESS: _____ PHONE: _____
 ENGINEER: _____
 ADDRESS: _____ PHONE: _____
 CONTRACTOR: _____
 ADDRESS: _____ PHONE: _____
 DESCRIPTION OF THE WORK, INCLUDING METHODS & EQUIPMENT TO BE USED: _____

PROPOSED STARTING DATE: _____
 PROPOSED COMPLETION DATE: _____
 COST OF CONSTRUCTION: \$ _____ (Attach copy of contract) (Inc. Sales Tax)

I hereby affirm that the above statements are true, and I agree to comply with all City Ordinances in the conduct of the work and that all work shall comply with the City Specifications.

OWNER: _____ BY: _____

ESTIMATED FEES: (Total estimated fees to accompany application submittal)

1. Plan Check & Inspection = (0.07)(\$)+(0.06)(\$)+(0.05)(\$)=\$ _____
 (1/2 due at issuance of permit; balance due upon completion of project.) **TOTAL FEE** = _____
 (001-00-343-20-00)

The Plan Check and Inspection Fee shall be computed to cover the cost of inspection as follows: 7 percent for the first \$25,000 cost, plus 6 percent for costs from \$25,000 and \$50,000, and plus 5 percent for all costs over \$50,000 (e.g., the fee for a total project cost of \$78,000 would be (0.07)(\$25,000) + (0.06)(\$25,000)+(0.05)(\$28,000)=\$4,650). Projects totaling \$500,000 or more may elect to use direct cost method.

Plan Check and Inspection Fee shall be based upon the final project costs. All testing costs will be billed at actual cost plus a 5% administrative fee.

CONDITIONS OF APPLICATION APPROVAL		DATES
1	Approval of Plans and Specifications	
2	Payment of Fees 1/2 due prior to permit issue, other 1/2 due prior to final acceptance	
3	Performance and Payment Bond	
4	Public Liability (300,000/1,000,000) & Property Damage (\$100,000)	
	Insurance certificate with "Save Harmless" Rider Clause	
5	Other Agency Approval	
6	Indemnity Agreement	
7	Other	

(Conditions for approval will generally be identified by the City with preliminary plan approval)

PERMIT APPROVED: _____ DATE: _____

DISTRIBUTION: (1) *Original to Applicant* (2) *Consulting Engineer* (3) *Project File* (4) *Contractor's Copy*

CONTRACTOR'S INDEMNITY AGREEMENT

_____, Contractor, hereby agree to hold harmless, indemnify, and defend the City of Kelso, a Municipal Corporation; and each of their officers, officials, employees, or agents, from any and all liability claims, losses, or damages arising, or alleged to have arisen, from the performance of work during the construction of public works improvements described as _____, by reason of any negligent act of mission of the Contractor, any Subcontractor, or Supplier, or by any agent, employee, or representative of any of them.

In witness whereof, the undersigned has caused this Indemnity Agreement to be executed and its seal affixed by the duly authorized officers this _____ day of _____, 20__.

Name of Corporation/Business

By: _____

Title: _____

Attest: _____

City of Kelso
Public Works Department
PO Box 819
Kelso, WA 98626

CERTIFICATION OF WORK COMPLETION – PROJECT: _____

_____, Consulting Engineers, do hereby certify that the public improvements including _____

_____ have been constructed in accordance with the approved plans and in accordance with the City’s Specifications and Standards. Copies of the “As Built” drawings and appropriate certifications are transmitted herewith. An Affidavit of Release of Liens and Claims has been executed by the appropriate authorized officials and is forwarded herewith. Final acceptance of these public improvements is requested.

CONSULTING ENGINEER

cc: Owner/Developer
Contractor

City of Kelso
PO Box 819
Kelso, WA 98626

AFFIDAVIT OF RELEASE OF LIENS AND CLAIMS – PROJECT: _____
_____, Owner/Developer, and _____,

Contractor, hereby affirm that they have satisfied all claims of indebtedness, of every nature, and in any way connected with the public work on this project including, but not limited to, all payroll amounts due, all Contractor or Subcontractors amounts due, all accounts for labor, equipment, or materials furnished, and that all claims for incidental services, liens, judgments, and so forth, and that they hereby indemnify the City of Kelso, Washington from any and all liens or claims arising out of said project work. In the even that the City is required to take legal action to satisfy any lien or claim relating to the project, the Owner/Developer and/or the Contractor shall be liable for all costs connected with clearing any or all liens or claims.

OWNER/DEVELOPER: _____

Address: _____

Authorized Official: _____

Date: _____

Contractor: _____

Address: _____

Authorized Official: _____

Date: _____

CONSULTING ENGINEER

CORRECTION NOTICE – PROJECT: _____

The attached list identifies the changes and/or corrections that are required to complete the public improvements in accordance with the City's Standards and Specifications. Please notify this office when the correction work is to take place. When the corrections have been satisfactorily completed, the project will be ready for the finalization and acceptance process.

cc: City of Kelso
Contractors
Owner/Developer

City of Kelso
Engineering Department
PO Box 819
Kelso, WA 98626

NOTICE OF SUBSTANTIAL COMPLETION – PROJECT: _____

The following listed public improvements have been substantially completed and are ready for final inspection:

We hereby request that the City conduct its final inspection of these improvements. We will be happy to accompany the City’s representatives on this inspection. Please contact _____.

CONSULTING ENGINEER

cc: City of Kelso
Owner/Developer
Contractor

OWNER/DEVELOPER

FINAL ACCEPTANCE – PROJECT: _____

The following listed public improvements have been constructed in accordance with the City’s requirements and are hereby accepted by the City for operation and maintenance: _____

The 1-year warranty period shall commence _____, and shall be effective through _____. The City will conduct a warranty inspection prior to the above date and will notify you of any repairs or corrections that will be required under the warranty. You will be expected to have the repairs and/or corrections made immediately. Any required repair or correction identified at any time during the warranty period shall be made immediately upon notification.

cc: City of Kelso
Consulting Engineer
Contractor

OWNER/DEVELOPER

WARRANTY INSPECTION – PROJECT: _____

A warranty inspection was conducted on _____, for the public improvements in the above noted project. The following items have been noted as requiring correction or repair: _____

These corrections and repairs should be made prior to _____, the end of the warranty period. Upon satisfactory completion of these items the City will release the warranty fund contained within your Mutual Improvement Agreement.

cc: City of Kelso
Contractor
Lending Institution