

DIVISION 1**GENERAL REQUIREMENTS****Section 1.01 PURPOSE OF DOCUMENTS:**

The purpose of these Standard Specifications and Standard Drawings is to govern any work done or improvements installed within Public right-of-ways or across easements. Construction work shall comply with Hooper City Ordinances, Planning and Zoning. Developers/Contractors should thoroughly read and understand these specifications and standards before constructing public improvements.

The Developer/Contractor shall contact Public Works/Engineering for all matters dealing with construction work within a City right-of-way or with any work connecting onto a City utility. **SPECIAL PERMITS AND BONDING ARE REQUIRED FOR ALL SUCH WORK.**

Section 1.02 PERMIT, FEES AND BONDING REQUIRED:

It shall be unlawful to do any construction, excavation work on any street, curb, gutter, sidewalk, sewer line, water line, pressure irrigation line, storm drain or other infra-structure addition or improvement in the City of Hooper without a Public Works' permit from the City to do so. The City of Hooper, all utility companies, and Developers/Contractors are bound by these standard specifications. No work shall be started until a permit is secured. In order to obtain a Public Work's Permit, the Developer's/Contractor's authorized signature is required. If a contract to do such work for the City has been finalized, the contract fulfills the permit requirement.

Sub-section A. All Public Works' permit applications shall include:

- Start and completion dates of the project.
- The exact address or location of the work to be done.
- The type of work to be done.
- A request for all utility companies to be contacted through Blue Stakes 1-800-662-4111.

Sub-section B. Before a permit is issued, a permit fee and an inspection fee shall be paid to the City. These fees will be set by Council resolution. Fees shall be assessed on the following items:

- Sewer and Water Lateral Installation Inspection (Applies to those not covered by Building Permit)
- Pressure irrigation service connection.
- Re-inspection (When an inspection has been requested, the inspection is performed and the work is not complete, a re-inspection fee shall be assessed.)
- Bond

All public improvement projects done for Public Works shall be bonded. Each contractor doing work in the City is required to maintain a \$5000.00 bond with the City. Bond requirements are to guarantee the following:

- (1) Construction work is completed.
- (2) Final inspection is conducted.
- (3) Repairs and/or replacement of required public improvements are finished and accepted.

Cash bonds for a one-time permit will be calculated based on the estimated cost of street repairs plus 10%.

The bonds shall be in the form of a bond from a surety company or a cash bond paid directly to the City. The City shall approve all bonds submitted. No bond shall be released until all improvements are completed and accepted by the City.

Section 1.03 CONTRACTOR AND CONSTRUCTION PLAN APPROVAL:

Before a Contractor performs any work within the City, the City shall approve the Contractor. Approval is granted for a period of one (1) year upon submission of the following:

- A current Utah State Contractor's License. (Work will be restricted to that authorized by the license.)
- Proof of comprehensive general liability insurance. Bodily injury insurance will be in an amount of not less than three hundred thousand dollars (\$300,000.00) for any one occurrence. Property damage insurance will be in an amount of not less than two hundred thousand dollars (\$200,000.00) for any one occurrence and

shall include underground exposure. Combined liability insurance will be in an amount of not less than five hundred thousand dollars (\$500,000.00) for any one occurrence.

- A five thousand dollar (\$5000.00) performance bond owing to the City, that will be in effect for a period of one (1) year or one (1) year after the completion of work performed by the contractor, whichever is greater.

The Public Works Representative/Engineer shall approve construction plans and cut sheets before any work begins. Developers/Contractors proceeding with work without such approvals shall have the project shut down until such approvals are obtained. Repeated offenses may result in the Contractor losing its pre-qualification to perform work in the City.

Section 1.04 PRE-CONSTRUCTION CONFERENCE:

A pre-construction meeting with the Developer and the Contractor(s) involved in the subdivision construction shall be held with the Public Works Representative/Engineer prior to commencement of any work. The location of the meeting shall be at the Hooper City Offices, 5580 West 4600 South, Hooper, Utah 84315 or other location as determined. The following items shall be furnished at the meeting:

- A. A detailed outline showing the sequences of construction of principle items of work. The outline shall show the beginning and ending dates of the major items of work on the Project.
- B. A list of names, titles, addresses, and telephone numbers of the Developer/Contractor's responsible personnel, indicating those who may be reached outside normal working hours.
- C. A list of Sub-Contractors and Materials Suppliers to be involved with the project and the items of work they are going to perform or materials that they are going to furnish. The City will notify the Developer/Contractor of any concerns or pre-qualification deficiencies of the companies they plan to use.

Other items may be discussed at this pre-construction conference as determined by the Public Works Representative/Engineer. Official minutes of this meeting as prepared by the Public Works Representative/Engineer shall become part of the project file for the project.

Section 1.05 TIMELY COMPLIANCE WITH THE ISSUED PERMIT:

The Developer/Contractor shall perform in accordance with the terms of the permit and the Standard Specifications and Standard Drawings in effect at the date of the permit. The work shall be done in a timely manner. Time limits may be a condition of the permit and may be shortened because of safety concerns. Permits may be suspended if compliance is not met.

Sub-section A. Inspections:

All work covered by a Public Works' permit shall be inspected by the Public Works Representative prior to the following:

- (1) Backfilling, compacting and compaction testing
- (2) Placing concrete and asphalt
- (3) Placing any underground piping
- (4) Making any connection into a city utility line
- (5) Other work done in a public right of way.

Public Works shall also be notified prior to starting any Public Works project.

Sub-section B. Notification of Needed Inspections:

The Contractor shall request inspections forty-eight (48) hours in advance. Inspections are done on regular working days during the regular work hours of the City.

A charge shall be assessed for inspection callbacks.

Sub-section C. Responsibility of the Developer:

The developer is responsible for the complete development, including construction of the entire subdivision, until it is finalized and accepted by the City.

Sub-section D. Definition of “Public Works Representative/Engineer”:

The term “Public Works Representative/Engineer” as used in these specifications refers to the Public Works Director, Public Works Inspector, City Engineer, Public Works staff and others as designated by the Public Works Director.

Sub-section E. Conflict:

These Standard Specifications and Standard Drawings are the minimum requirements of the City of Hooper. In the event that any provisions herein conflict with general industrial standards, or with other requirements specified by the City, the more stringent of the standards will apply.

Section 1.06 RECORD DRAWINGS:

After completion of all public works improvements the Developer shall provide the City with a set of sepia (reproducible) “record drawings” which have been corrected to show the constructed improvements. Final payment from the bond shall not be made until these records are received.

Section 1.07 TEMPORARY SERVICES:

Any temporary services and utilities such as telephone, electrical, water, toilet facilities, etc., shall be the responsibility of the Developer/Contractor.

Section 1.08 CODES AND STANDARDS:

Where codes and standards are referred to they shall be current, approved copies. It shall be the duty of the supplier of any material on this work to submit evidence, if requested, that its material is in compliance with the applicable codes and standards.

Section 1.09 STATE AND LOCAL LAWS:

The Developer/Contractor shall conform to all applicable state and local laws in carrying out its obligations under the Contract.

This shall include, but is not limited to, compliance by the Developer/Contractor with the requirements of Chapter 30, of Title 34, of the Utah Code Annotated, 1953 as Amended. If the provisions of Section 34-30-1, of the Utah Code Annotated, 1953 as amended, are not complied with, this Contract shall be void.

Section 1.10 COMPLIANCE WITH GOVERNMENTAL REGULATIONS:

The Developer/Contractor's personnel, equipment, and operations shall comply fully with all applicable standards, regulations, and requirements of existing Federal, Utah State, and Local governmental agencies. This shall include, but not necessarily be limited to, the following:

Sub-section A. United States Occupational Safety and Health Administration Regulations:

Title 29 of the Code of Federal Regulations, Part 1926 (29 CFR Part 1926), Safety and Health Regulations for Construction.

Sub-section B. Utah State Industrial Commission Regulations:

The Utah Occupational Safety and Health Act (1973) and Employer-Employee Safe Practices for Excavations and Trenching Operations (Jan. 1, 1974), as published by the Utah State Industrial Commission, including any and all amendments or revisions effective prior to performance of the work.

Sub-section C. City Ordinances:

The Developer/Contractor shall be required to comply with all Hooper City Ordinances.

Sub-section D. UDOT Requirements:

When crossing or working within Utah Department of Transportation rights-of-way the Developer/Contractor shall be responsible to obtain all necessary permits and comply with all appropriate UDOT regulations including applicable sections in "State of Utah Standard Specifications for Road and Bridge Construction," latest edition.

Sub-section E. Permits:

The Developer/Contractor is responsible to obtain all required business licenses and building permits applicable to this project. Developer/Contractor shall be subject to the conditions of all permits and agreements between the Owner and the permitting agencies. See Division 14, Rights-of-Way.

Section 1.11 FEDERAL, STATE, AND LOCAL INSPECTING AGENCIES:

The site of construction is to be open at all reasonable times and places for periodic observation by accredited representatives of the Federal, State, and local agencies who have regulatory or supervisory authority over any part of the work proposed or regulated thereto.

Section 1.12 PUBLIC SAFETY AND CONVENIENCE:

The convenience of the general public and the protection of persons and property are of prime importance and shall be provided for by the Developer/Contractor during this project. The Developer/Contractor shall use every reasonable precaution to safeguard persons and property. Failure of the Owner or the Public Works Representative/Engineer to notify the Developer/Contractor of any deficiencies in providing for public safety and convenience shall not relieve the Developer/Contractor from its responsibility. The Developer/Contractor shall be required to comply with the requirements of the **Manual on Uniform Traffic Control Devices (MUTCD)**.

Sub-section A. Compliance with Rules and Regulations:

The Developer/Contractor shall comply with all rules and regulations of the City, County, and State authorities regarding the closing of public streets, or highways, to the use of public traffic. If conditions justify, the Public Works Representative/Engineer may authorize the Developer/Contractor to close general traffic to not more than one (1) city block at any given time. No such closure shall be made without authorization of the Public Works Representative/Engineer. Closure of streets or highways shall be in conformance with the (MUTCD).

Sub-section B. Road Closures and Obstructions:

No road shall be closed by the Developer/Contractor to the public except by express permission of the Public Works Representative/Engineer. The Developer/Contractor shall, at all times, conduct its work so as to insure the least possible obstruction to traffic and normal commercial pursuits. The Developer/Contractor shall also be responsible to maintain all unpaved areas, with special consideration for trenches that cross travel lanes, with compacted road base placed to match adjacent pavement surfaces. This maintenance shall continue until the paved surface is fully restored.

Sub-section C. Protection of the Traveling Public:

All obstructions within traveled roadways shall be protected by signs, barricades, and lights where necessary for the safety of the traveling public. All barricades and obstructions shall be protected at night by signal lights which shall be suitably distributed across the roadway and kept burning from sunset to sunrise. Barricades shall be of substantial construction. Failure of the Owner or the Public Works Representative/Engineer to notify the Developer/Contractor to maintain barricades, barriers, lights, flares, danger signals, or guards shall not relieve the Developer/Contractor from its responsibility.

Sub-section D. Hazardous Conditions:

Whenever the Developer/Contractor's operations create a hazardous condition, it shall furnish flaggers and guards to give adequate warning to the public of any dangerous conditions to be encountered. It shall furnish, erect, and maintain fences, barricades, signs, lights, and other devices that may be necessary to prevent injury and damage to persons and property. Flaggers and guards shall be UDOT trained and shall hold current certification and shall be equipped with signs, flags, etc. as required by the Utah State Department of Transportation (UDOT) regulations.

Sub-section E. Dust and Debris Control:

The Developer/Contractor shall control dust and debris that originates in the construction right-of-way or site. Dust, trash, and other debris shall be controlled on a daily basis by methods that shall include, but not be limited to, the use of a dust setting spray, a "pick-up broom or street sweeper and trash disposal. When conditions warrant and at the sole determination of the City, the Developer/Contractor shall maintain on the project site a water truck. The Developer/Contractor shall be responsible to secure a source of water and shall obtain the necessary permission for its use. Failure by the Developer/Contractor to adequately control dust and debris may result in the City initiating dust and debris control measures and deducting the cost from payment due to the Developer/Contractor.

Section 1.13 CONFINEMENT OF WORK AND ACCESS TO RIGHT-OF-WAY AND EASEMENTS:

The Developer/Contractor will be required to confine construction operations within the dedicated right-of-way for public thoroughfares or within areas for which construction easements have been obtained unless it has made special arrangements with the affected property owners in advance. The Developer/Contractor will be required to protect stored materials, lawn, trees, and other features located adjacent to the proposed construction site. During construction operations, the Developer/Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to their residences or places of business for a period exceeding eight (8) hours, unless the Developer/Contractor has made special arrangements with the affected persons prior to commencing work in the area.

Section 1.14 NOTIFICATION OF RESIDENTS:

All property owners and residents adjacent to the streets or easements affected by the construction shall be notified by the Developer/Contractor at least forty-eight (48) hours in advance of time construction begins. The Developer/Contractor can satisfy this requirement by placing a written notice on the door of each residence or business reading "Copies of a standard notice are available through the City."

Section 1.15 WEATHER CONDITIONS:

In the event of temporary suspension of work, or during inclement weather, the Developer/Contractor will, and will cause its SubDeveloper/Contractors to, protect any project work or materials against damage from the weather. If, in the opinion of the Public Works Representative/Engineer, any Project work or materials become damaged by reason of failure on the part of the Developer/Contractor or any of its SubDeveloper/Contractors to so protect its work, such work or materials shall be removed and replaced at the expense of the Developer/Contractor.

Section 1.16 LAND MONUMENTS:

The Developer/Contractor shall preserve existing City, County, State, and Federal land monuments whenever possible. When these monuments cannot be preserved, the Developer/Contractor shall notify the Public Works Representative/Engineer at least two (2) weeks in advance of the proposed construction in order that the Public Works Representative/Engineer will have ample opportunity to reference these monuments for later replacement. The Developer/Contractor shall bear the cost of all replacement of land monuments.

Section 1.17 SOURCE OF MATERIALS:

All materials furnished or incorporated in this project shall conform to the requirements of these Specifications.

The Developer/Contractor shall acquire the necessary rights, at its own expense, to take material from aggregate sources and to use properties for plant site, hauling roads, and other purposes.

The Developer/Contractor may select areas for disposal of surplus materials; however, the Developer/Contractor will be responsible for acquiring the necessary right, at its own expense, to use the property for such purpose.

Section 1.18 OPERATION AND MAINTENANCE MANUALS:

The Developer/Contractor shall furnish the Public Works Representative/Engineer with minimum of two (2) sets of all operation and maintenance manuals, drawings, diagrams, etc., for all pumps, motors, control panels, valves, meters, etc., for use in the Operation and Maintenance Manual.

Section 1.19 INTERFERING STRUCTURES, UTILITIES AND FACILITIES:

The Developer/Contractor shall exercise all possible caution to prevent damage to existing structures and utilities, whether above ground or underground. While these structures and utilities may be shown on the improvements plans, the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and it is presented simply as a guide to possible difficulties. The Developer/Contractor shall notify all utility offices concerned at least forty-eight (48) hours in advance of construction operations in which a utility agency's facility may be involved. Notification to blue stakes does not necessarily cover all buried lines. This shall include, but not be limited to, irrigation, water, telephone, electric, sewer, storm drain, gas, and cable television. The Developer/Contractor shall be responsible for any and all changes to, relocation of, or re-connection to public utility facilities encountered or interrupted, which could have been reasonably foreseen, during the prosecution of the work. All costs relating thereto shall be at the Developer/Contractor's expense.

It shall be the responsibility of the Developer/Contractor to expose all existing underground structures and utilities in such a manner as to prevent damage to the same. Any structure or utilities damaged by the Work shall be repaired or replaced at the Developer/Contractor's expense.

If the Developer/Contractor encounters existing structures that will prevent construction, it shall notify the Public Works Representative/Engineer before continuing with the construction in order that the Developer's Engineer or Public Works Representative/Engineer may make such field revisions as necessary to avoid conflict with the existing structures.

Section 1.20 MATERIAL AND COMPACTION TESTING:

During the course of the work, a Geotechnical Engineer/Testing Company may perform such tests as are required to identify materials, to determine gradation, to determine compaction characteristics, to determine moisture, to determine density of fills in place, to determine concrete strength, to determine density and mixture of asphalt. These tests will be used to verify that the construction conforms to the requirements of the specifications. Such tests are not intended to provide the Developer/Contractor with the information required by it for the proper execution of the work and their performance shall not relieve the Developer/Contractor of the necessity of completing the construction in accordance with these specifications and Standard Drawings.

Section 1.21 TIMING OF INSTALLATION OF UTILITY SERVICE LATERALS:

All service laterals for all utilities in new subdivisions shall be installed prior to the placement of curb and gutter. Contractors installing any utility service after curb and gutter have been placed will be required to remove curb and gutter back to the next concrete joint (at least two feet from the edge of the trench in both directions), re-compact the trench material in accordance with Division 2 of these specifications, obtain compacted tests for the re-compacted area, and replace the curb and gutter.

Section 1.22 VIDEO EVALUATION OF DRAIN PIPES:

In addition to pipeline video requirements defined in Division 4 of these specifications, Contractor shall be required to video sewer, storm drain, and land drain pipelines. Sewer, storm drain and land drain pipelines will be entirely video evaluated after completion of the lines and prior to conditional acceptance. All service laterals for all utilities in new subdivisions shall be installed prior to the placement of curb and gutter. Contractors installing any utility service after curb and gutter have been placed will be required to remove curb and gutter back to the next concrete joint (at least two feet from the edge of the trench in both directions), re-compact the trench material in accordance with Division 2 of these specifications, obtain compacted tests for the re-compacted area, and replace the curb and gutter.