

1.6. COORDINATION

1.6.1. COORDINATION WITH JOINT UTILITY COMMITTEE

- A. The Joint Utility Committee is comprised of Ivins City and all private utilities that provide services including Questar Gas, Rocky Mountain Power, Qwest Communications (phone), Baja Broadband (cable), and Santa Clara Branch USPS Postmaster.
- B. Depending on location of site, other utilities may be invited to participate such as Interlinx (fiber optic), St. George Water (Water Transmission), Santa Clara City (Water Transmission), Washington County Water Conservancy District (Water Transmission).
- C. The Joint Utility Committee regularly meets on the 2nd Wednesday of each month at 9 A.M. unless otherwise rescheduled.
- D. The purpose of the committee is to provide a tool for the City and utilities to communicate and coordinate regarding upcoming construction projects.
- E. The committee is also useful for a developer and its engineer to coordinate with each utility as a whole rather than individually.
- F. Developer projects are not required to submit to the Joint Utility Committee, however, it is recommended.
- G. All utilities involved in a project, including Post Master and Address Coordinator, must submit a letter of approval to the City, or sign off on the construction drawings, for the design of their own utility. The letter will address how the utility will be installed and when.
- H. Utility approval does not grant a right to proceed with construction.

1.6.2. PRIOR TO STARTING CONSTRUCTION

- A. All work completed in the right of way shall use a qualified contractor.
 - 1. Contractor shall be licensed in accordance with state laws.
 - 2. When Ivins City is unfamiliar with a contractor, the contractor may be required to submit information regarding past experience with contact information of references from other municipalities for whom the contractor has completed public works type projects.
 - 3. The City may refuse a contractor from public works construction for any of the following reasons from the past 5 years:
 - Failure to pay suppliers or subcontractors on previous work.
 - Poor communication.
 - Threatening or intimidating communications.
 - Willful and deceptive efforts to perform defective or substandard work.
 - Defective or substandard work on previous projects.

- Unethical acts.
 - 4. Any contractor banned from public works construction in any local municipality within Washington County shall not be allowed to perform any public works construction in Ivins.
 - 5. Contractor shall have proper insurance.
 - Liability: \$1 million per person, \$2 million per event
 - Workers Compensation Insurance
- B. Construction Permit Required (See Section 1.2.2)
- C. Preconstruction Meeting
1. Required on all development or public works construction projects.
 2. Verify:
 - Construction Permit Issued
 - Storm Water Pollution Prevention Plan is approved and UPDES NOI has been issued.
 - Other necessary permits have been obtained.
 - When applicable, developer agreements are signed and executed.
 - When applicable, final plat application is approved.
 - When applicable, restoration bond has been posted.
 3. Attendance is required by contractor project manager and site supervisor(s), design engineer, geotechnical engineer, surveyor, significant subcontractors, significant suppliers, Public Works Director, City Engineer, City Inspector unless otherwise approved.
 4. Discuss:
 - Site supervisors and 24-hour contacts
 - Coordination
 - Schedule
 - Required Submittals – Review form in Appendix B
 - Geotechnical issues
 - Survey Issues
 - Inspection
 - Specifications & Standards

1.6.3. SUBMITTALS

- A. As required in Standard Specifications. Appendix B is a summary list of all submittals required.

- B. Submit prior to manufacture, delivery, or installation unless otherwise indicated in the specifications.
- C. Material suppliers may submit general product submittals for approval for all work in the City.
 - 1. Submit to office of City Engineer.
 - 2. Such submittals shall expire at the end of the calendar year.

1.6.4. INSPECTIONS AND TESTING

- A. All work and materials must be inspected to insure that they comply with all related requirements and standards.
- B. No materials or work of a required improvement shall be installed and buried or otherwise covered without inspection by the City.
- C. Requests for inspection shall be the responsibility of the Developer and Contractor and must be submitted at least twenty four (24) hours in advance of the work; however, the work shall be available for inspection at all times.
- D. All testing and reporting shall be the sole responsibility of the Developer and Contractor; however, the City can require additional testing if it is deemed necessary.
- E. The minimum required testing is as listed in Appendix A.
- F. All tests shall be performed by an independent testing firm and the test results shall become the property of the City.
- G. All test results must be submitted to the City in a timely manner. Any failed test shall be immediately reported to the City.
- H. The City shall be notified of the appointed time for testing at least 4 hours prior to any testing and shall have authority to direct the testing technician in selecting locations and materials for testing.
- I. A Final Grading Report shall contain:
 - 1. an organized copy of all tests performed (with pertinent identifying information),
 - 2. and a map of test locations.
- J. The final grading report shall be submitted to the City by the testing firm prior to conditional acceptance of the improvements by the City.
- K. The City shall halt all work that has not been inspected or tested or for which test results have not been submitted.

- L. Any work for which testing is required, but for which the testing was not performed, shall be subject to a 150% cash penalty (non-refundable and based on the cost to repair, remove and/or replace the work) or the work must be removed and replaced by the Contractor and properly tested.
- M. The Contractor shall be responsible to insure that each portion of the work requiring testing complies fully with the standards.
- N. Any item of work that fails its test must be brought into compliance by an acceptable method and retested by the same firm that performed the original test, or it will be assessed a cash penalty commensurate with the potential seriousness of failure and the degree of non-compliance.
- O. Any deviations from the standards must be approved in writing by the City Engineer or Public Works Director.
- P. The City shall have the right to halt construction for any violation or non-compliance with any provisions of this or other related ordinances, resolutions or policies established by the Local, State or Federal Governments.
- Q. Any work for which inspection is required, but for which the inspection was not ordered and done as stated above, shall be subject to a 150% cash penalty (non-refundable and based on the cost to repair, remove and/or replace the work) or the work must be removed and replaced by the Contractor and properly inspected.

1.6.5. EXISTING UTILITIES

- A. The contractor shall be responsible to physically locate all existing utilities which may be affected by construction activities.
- B. Any existing utilities that must be raised, lowered, or relocated to accommodate the development, shall be done at the expense of the contractor and developer.
- C. No interruption in existing service shall occur before affected residents are notified.
- D. Notification shall be given no less than 24 hours, and no more than 72 hours in advance of a scheduled disruption in service.

1.6.6. FINAL INSPECTION PRIOR TO CONDITIONAL ACCEPTANCE

- A. After all construction work is complete, the Developer shall request a "Construction Completion Inspection" (final inspection).
- B. The initial submittals of the drawing of record and the final grading report shall be delivered prior to any final inspection.
- C. Upon receipt of the request the City shall schedule the final inspection with the appropriate parties. Any missing, faulty or defective work shall be detailed in the City's inspection report or punchlist.

- D. All faulty and defective work shall be corrected within 30 days from the date of the City's inspection report.
- E. It is the responsibility of the Developer/Contractor to contact the City when all punchlist items are complete.
- F. Conditional acceptance of the project will not be granted and the guarantee period will not commence until all faulty work has been corrected.

1.6.7. CONSTRUCTION CLOSEOUT

- A. The following items shall be provided prior to starting the warranty period.
 - 1. All required improvements have been installed.
 - 2. All punchlist items have been corrected.
 - 3. Final inspection and conditional acceptance has been provided by the City Public Works department.
 - 4. The final grading report has been submitted, reviewed and approved by the City.
 - 5. The record drawings has been submitted (including all electronic documents), reviewed and approved by the City.
 - 6. Notice of termination (NOT) for the UPDES construction stormwater discharge permit is filed with the State of Utah, Division of Water Quality. The contractor must provide appropriate evidence to the City.

1.6.8. WARRANTY PERIOD

- A. Due to the commonality in Ivins of expansive and collapsible soils, and in some areas high groundwater, the warranty period shall be 2 years for all site construction projects.
 - 1. The Developer shall warrant and guarantee that the improvements provided for hereunder, and every part thereof, will remain in good condition
 - 2. The Developer agrees to make all repairs to and maintain the improvements and every part thereof in good condition during the time with no cost to the City.
 - 3. The Developer shall post a cash bond or other approved security for an amount equal to 25 percent of the cost of the improvements to be warranted. A City Contractor shall have bonding in place to cover the warranty period.
 - Improvements to be warranted include but are not limited to streets, curbs, gutters, sidewalks, public utilities, private utilities, landscaping, privacy walls, and other accessories such as to include all improvements that were required as part of the development.

- The warranty bond shall not be calculated based from the cost of site grading, building structures, and private parking lots.
- B. If the developer/engineer submits in writing with an opinion from a geotechnical engineer that the site is free from expansive and collapsible soils, high groundwater, or other similar geologic hazards, the City may reduce the warranty period to 1 year.
- C. The determination for necessity of replacement, repairs and/or maintenance of the work rests with the City Engineer, Public Works Director or its authorized representative.
- D. It is further agreed and understood that the determination for necessity of repairs and maintenance of the work rests with the City Engineer or Public Works Director. Their decision upon the matter shall be final and binding upon the Developer, and the guarantee hereby stipulated shall extend to and include, but shall not be limited to, the entire street base, and all pipes, joints, valves, backfill, hydrants, and compaction, as well as the working surface, curbs, gutters, sidewalks, and other accessories that are, or may be affected by the construction operations.

1.6.9. FINAL ACCEPTANCE AFTER WARRANTY

- A. Prior to the end of the guarantee period, a final walk through will be conducted. The Owner and the Contractor should contact the City's Representative to schedule the walk through. All work found to be defective shall be corrected within 30 days. This is preparatory to final acceptance by the City.
- B. If, on the basis of Owner's and Contractor's request that work be given final acceptance and City's Representative is satisfied that the work has been satisfactorily completed and after a final walk through has taken place, the City's Representative will give written notice to Owner that the work is acceptable and the guarantee period will end. Otherwise, City's Representative will indicate in writing to Owner the reasons for refusing to recommend final acceptance, in which case Owner shall make the necessary corrections and resubmit request for final acceptance approval.