

TABLE OF CONTENTS

CHAPTER 1 AUTHORITY AND PURPOSE

	Page
1.00.00 <u>AUTHORITY AND PURPOSE</u>	1-1
1.01.00 TITLE	1-1
1.02.00 APPLICABILITY.....	1-1
1.03.00 AUTHORITY	1-1
1.04.00 PURPOSE.....	1-1
1.05.00 INTERPRETATION	1-2
1.06.00 ENFORCEMENT RESPONSIBILITY	1-2
1.07.00 VIOLATIONS	1-2
1.08.00 VARIANCES	1-2
1.09.00 AMENDMENTS AND REVISIONS	1-3
1.10.00 SEVERABILITY.....	1-3
1.11.00 DEFINITIONS.....	1-3
1.12.00 ABBREVIATIONS	1-4
1.20.00 <u>GENERAL CONDITIONS</u>	1-5
1.21.00 RESPONSIBILITY FOR DESIGN AND CONSTRUCTION.....	1-5
1.22.00 PRE-CONSTRUCTION MEETINGS	1-5
1.23.00 WORK CONDITIONS	1-5
1.23.01 <u>Emergency Work</u>	1-5
1.23.02 <u>Final Clean-Up</u>	1-6
1.24.00 CONTROL OF WORK AND MATERIALS	1-6
1.24.01 <u>Authority of City</u>	1-6
1.24.02 <u>Responsibilities of the Contractor</u>	1-7
1.24.03 <u>Unauthorized and/or Unacceptable Work</u>	1-7
1.24.04 <u>Samples and Tests</u>	1-7
1.24.05 <u>Storage of Materials</u>	1-8
1.24.06 <u>Defective Materials</u>	1-8
1.25.00 PROTECTION OF PUBLIC INTERESTS.....	1-8
1.25.01 <u>Public Convenience and Safety</u>	1-8
1.25.02 <u>Protection of Property and Monuments</u>	1-8
1.25.03 <u>Installation of Survey Monuments</u>	1-9
1.25.04 <u>Explosives</u>	1-9
1.25.05 <u>Protection of Streams, Lakes, and Reservoirs</u>	1-10
1.26.00 WORK IN PUBLIC RIGHT-OF-WAY	1-10
1.26.01 <u>Permit Required -- Right-of-Way Permit</u>	1-10
1.26.02 <u>Issuance of Permits</u>	1-10
1.26.03 <u>Liability for Damage</u>	1-11
1.26.04 <u>Suspension or Revocation of Permits -- Stop Work Order</u>	1-11
1.26.05 <u>Application Form</u>	1-11
1.26.06 <u>Exhibition of Permit</u>	1-12
1.26.07 <u>Guarantee</u>	1-12
1.26.08 <u>Performance</u>	1-13
1.27.00 OTHER PERMITS	1-14
1.27.01 <u>Land Disturbance Permit</u>	1-14
1.27.02 <u>Temporary Water Service Permit</u>	1-14
1.28.00 IMPROVEMENTS AGREEMENT	1-15
1.28.01 <u>Definition</u>	1-15

1.28.02 <u>Surety</u>	1-15
1.29.00 CONSTRUCTION DRAWING SUBMITTAL REQUIREMENTS	1-16

CHAPTER 1
GENERAL REQUIREMENTS

1.00.00 **AUTHORITY AND PURPOSE**

1.01.00 **TITLE**

These regulations, together with all future amendments, shall be known as the City of Fort Lupton STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS, 2014 Edition, and may be cited as such and will be referred to herein as the STANDARDS AND SPECIFICATIONS.

1.02.00 **APPLICABILITY**

These STANDARDS AND SPECIFICATIONS shall apply to construction, enlargement, alteration, relocation, removal, conversion, demolition, repair, and excavation of any public improvements or private improvements of common ownership specifically regulated herein. The provision of these STANDARDS AND SPECIFICATIONS applies to City contracts as well as to contracts made for the development of property in the City. In the case of City capital improvement contracts, the project specifications may supersede or modify these STANDARDS AND SPECIFICATIONS. Alterations, additions or repairs to existing improvements shall comply with all requirements of these STANDARDS AND SPECIFICATIONS unless specifically exempted, in writing, by the City. The City retains the right to require additional information, criteria, or requirements as conditions may warrant.

1.03.00 **AUTHORITY**

These STANDARDS AND SPECIFICATIONS have been enacted pursuant of the Municipal Code of the City and Title 31 of Article 16 of the Colorado Revised Statutes and shall have the same force and effect as all other ordinances of the City.

1.04.00 **PURPOSE**

The purpose of these STANDARDS AND SPECIFICATIONS is to provide MINIMUM standards to safeguard life, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use, location, and maintenance of all public improvements and private improvements of common ownership including, but not limited to, sanitary sewer systems, water supply systems, storm drainage systems, streets, open space, parking lots, and appurtenances thereto.

The purpose of these STANDARDS AND SPECIFICATIONS is also to insure that the City receives public facilities which are constructed with the care and materials such that the facility meets or exceeds the normal service life requirements for similar installations and to insure that when said facilities are transferred to the City's ownership that they will be free from all defects and in suitable working order to provide the service capabilities anticipated with such a facility.

1.05.00 INTERPRETATION

In the interpretation of the provisions of these STANDARDS AND SPECIFICATIONS the following shall govern:

- (A) In its interpretation, the provisions of these STANDARDS AND SPECIFICATIONS shall be regarded as the minimum requirements for the protection of the public health, safety, comfort, convenience, prosperity, and welfare of the residents of the CITY.
- (B) Whenever a provision of these STANDARDS AND SPECIFICATIONS or any provision in any law, ordinance, resolution, rule or regulation of any kind, contain any restrictions covering any of the same subject matter, whichever standards produce higher quality shall govern.
- (C) These STANDARDS AND SPECIFICATIONS shall not abrogate or annul any permits or approved drainage reports and construction plans issued or any easement or covenant granted before the effective date of these STANDARDS AND SPECIFICATIONS. However, if the review and approval of construction plans, specifications, and associated engineering reports by the City has occurred more than twelve (12) months prior to execution of the Public Improvements Agreement/or commencement of construction activities, the City shall have the right to require another review process for the plans, specifications, and reports to insure compliance with these STANDARDS AND SPECIFICATIONS.

1.06.00 ENFORCEMENT RESPONSIBILITY

It shall be the duty of the City Manager or his representative to enforce the provisions of these STANDARDS AND SPECIFICATIONS.

1.07.00 VIOLATIONS

No person, firm, or corporation shall construct, enlarge, alter, repair, relocate, improve, remove, excavate, convert, or demolish any public improvements or private improvements in common ownership or permit the same to be done in violation of these STANDARDS AND SPECIFICATIONS. Whenever any work is being done contrary to the provisions of these STANDARDS AND SPECIFICATIONS, the City Manager or his designee may order the work stopped by a written notice in accordance with Section 1.26.04 of these STANDARDS AND SPECIFICATIONS.

1.08.00 VARIANCES

The provisions of these STANDARDS AND SPECIFICATIONS are not intended to prevent the use of any material or method of construction not specifically prescribed by these standards, provided any alternate has been previously approved and its use authorized in writing by the City. Whenever there are practical difficulties involved in carrying out the provisions of these procedures, the City may grant a variance for individual cases, provided that the City shall first find that a unique reason makes these standards impractical and that the modification is in conformity with the intent and purpose of these standards, and providing that such variance does not lessen any design requirements or any degree of structural or operational integrity. The City shall require that sufficient specifications, evidence, justification, and/or proof be submitted to substantiate any claims that may be made regarding the alternate material, detail, or technique. The City, in its sole discretion, will decide upon the acceptability of any proposed variance.

1.09.00 AMENDMENTS AND REVISIONS

These STANDARDS AND SPECIFICATIONS may be amended as new technology is developed and/or if experience gained in the use of these STANDARDS AND SPECIFICATIONS indicate a need for revision. The City shall have full power and authority to promulgate rules, regulations, or new standards of a technical nature, which rules, regulations, or standards shall be effective immediately upon their approval and certification by the City Manager or his designee. It is the responsibility of the Consultant/Contractor/Developer to obtain all revisions to these STANDARDS AND SPECIFICATIONS.

1.10.00 SEVERABILITY

If any section or article of these STANDARDS OR SPECIFICATIONS is found to be unconstitutional or illegal by any court, the said section or article shall have no bearing on the effectiveness of the rest of these STANDARDS OR SPECIFICATIONS.

1.11.00 DEFINITIONS

CITY shall mean the City of Fort Lupton, in the State of Colorado, acting by and through the City Manager, Mayor, and City Council.

CITY CODE shall mean the official adopted City Code of Fort Lupton, Colorado.

CONTRACTOR shall mean a person, company, firm, or corporation licensed and bonded in the City in accordance with the City Code.

CITY REPRESENTATIVE shall mean the Public Works Director/City Engineer or the City's authorized representative acting on behalf of the City.

DEVELOPER shall mean a person, company, firm, or corporation that is seeking to develop a property within the City.

EXPRESSIONS Wherever the words "as directed", "as required", "as permitted", or words of like meaning are used, it shall be understood that the direction, requirements, or permission of the City Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory" shall refer to approval by the City Representative.

Whenever the words "STANDARDS AND SPECIFICATIONS" are used it shall be understood that reference is made to the "City of Fort Lupton", STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS.

OWNER shall mean a person, company, firm, or corporation holding title to land that is being developed or modified within the City.

PUBLIC IMPROVEMENTS include: all work in the public right-of-way, City property, easements dedicated to the City, private property that will become City property or an easement to the City in the future, and projects or utilities that will become the City's responsibility to maintain.

DESIGNATED PRIVATE CONSTRUCTION WORK includes: private sewer systems, water and sewer service lines to buildings, grading, drainage structures, retaining walls, parking lots, private streets and walks, fire lanes, driveways, and associated construction.

SUBCONTRACTOR Any person, company, firm, or corporation licensed and bonded in the City in accordance with the City Code which has a direct or indirect contract with the Contractor or other Subcontractor and furnishes and/or performs on-site labor, and/or furnishes materials in connection with the performance of the work.

SURETY shall mean the entity which is bound with and for the Contractor for the performance of the work as described in these specifications. (Bonded)

TESTING AGENCY Any individual, partnership, or corporation which is qualified and licensed to perform the required sampling, analysis, testing, and professional recommendation service.

TRAFFIC ENGINEER shall mean the Traffic Engineer of the City.

1.12.00

ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AASHTO	"Green" A Policy on Geometric Design of Highways and Streets, Latest Edition. American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
APWA	American Public Works Association
ASA	American Standards Association
ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWWA	American Water Works Association
CDOT	Colorado Department of Transportation
CMP	Corrugated Metal Pipe
CMPA	Corrugated Metal Pipe Arch
CUHP	Colorado Urban Hydrograph Procedure
CWCB	Colorado Water Conservation Board
DIP	Ductile Iron Pipe
DRCOG	Denver Regional Council of Governments
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Map
HERCP	Horizontal Elliptical Reinforced Concrete Pipe
IMSA	International Municipal Signal Association
ITE	Institute of Transportation Engineers
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electric Code
NEMA	National Electric Manufacturers Association
NFIP	National Flood Insurance Program
NPDES	National Pollution Discharge Elimination System
ODP	Official Development Plan
OSHA	Occupational Safety and Health Association
PDP	Preliminary Development Plan
PSCO	Public Service Company of Colorado
PUD	Planned Unit Development
PVC	Polyvinyl Chloride

RCBC	Reinforced Concrete Box Culvert
RCP	Reinforced Concrete Pipe
ROW	Right-of-Way
SCS	Soil Conservation Service
SPP	Structural Plate Pipe
SPPA	Structural Plate Pipe Arch
UDFCD	Urban Drainage and Flood Control District
UNCC	Utility Notification Center of Colorado
USDCM	Urban Storm Drainage Criteria Manual (MANUAL)
USGS	United States Geological Survey

1.20.00 GENERAL CONDITIONS

1.21.00 RESPONSIBILITY FOR DESIGN AND CONSTRUCTION

The City shall have full authority to review and approve all submittals and construction for compliance with these STANDARDS AND SPECIFICATIONS. An approval or acceptance by the City does not relieve the owner, engineer, designer, or contractor from responsibility for ensuring that the calculations, plans, specifications, construction, and record drawings are in compliance with these STANDARDS AND SPECIFICATIONS. Any approval or acceptance by the City shall not result in any liability to the City or its employees for any claim, suit, loss, damage, or injury resulting from the use or implementation of the approved documents. Nothing in these STANDARDS AND SPECIFICATIONS shall be construed to circumvent any sections of the City of Fort Lupton Code or sub codes, pertaining to responsibility for reports, studies, designs, and construction.

1.22.00 PRE-CONSTRUCTION MEETINGS

In conjunction with the "Notice to Proceed" for a development, the contractor shall arrange a "pre-construction meeting" which shall be attended by the owner/developer, all of the owner/developer's contractors, subcontractors, affected utility companies and the appropriate City representatives. This meeting shall be held before any construction-related activities can commence on said development, and its purpose is to introduce all of the "parties" involved in the development as well as establish guidelines that the City feels are appropriate for the development.

1.23.00 WORK CONDITIONS

1.23.01 Emergency Work

When, in the opinion of the City, the contractor has not taken sufficient precautions for the safety of the public or the protection of the work to be constructed, or if adjacent structures or property which may be damaged by processes of construction on account of such neglect, and an emergency arises and immediate action is considered necessary in order to protect private or public interests, the City, WITH OR WITHOUT NOTICE to the contractor or the developer, may provide suitable protection by causing work to be done and material to be furnished and placed as the City may consider necessary and adequate. The cost and expense of such work and material so furnished will be borne by the contractor or developer and will be paid within 30 days of presentation of the bills. The City may also draw from the developer's surety to cover any non-payment, including accrued interest and applicable overhead costs. The performance or non-performance of such emergency work under the direction of the City will

in no way relieve the contractor of responsibility for damages which may occur during or after such precaution has been taken.

1.23.02 Final Clean-Up

Upon completion of the work and prior to any inspection by the City, the contractor shall remove from the project area all surplus and discarded material, rubbish, and temporary structures and leave the project area in a neat and presentable condition. The contractor shall restore all work which has been damaged by his operations to general conformity with the specifications for the item(s) involved. The contractor shall inspect the interior of all manholes and catch basins within the construction limits for construction materials, dirt, stones, or other debris and remove same prior to any inspection by the City.

1.24.00 CONTROL OF WORK AND MATERIALS

1.24.01 Authority of City

The City will have the authority to stop work whenever such stoppage may be deemed necessary. The Public Works Director/City Engineer will resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, interpretation of the plans and specifications, and acceptable fulfillment of the requirements of these STANDARDS AND SPECIFICATIONS.

City inspectors are authorized to inspect all work and all material furnished. Inspections may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to revoke, alter, or waive any requirements of these STANDARDS AND SPECIFICATIONS. They are authorized to call the attention of the contractor to any failure of the work or materials to conform to these STANDARDS AND SPECIFICATIONS. The Inspector will have the authority to reject materials until any questions at issue can be resolved by the City.

The Inspector will, in no case, act as foreman or perform other duties for the contractor nor interfere with the management of the work done by the contractor. Any "advice" or "opinion" which the inspector may give the contractor will not be construed as binding upon the City Engineer or the City in any way or release the contractor from fulfilling all of the terms of these STANDARDS AND SPECIFICATIONS. The presence or absence of the inspector will not relieve, in any degree, the responsibility or the obligation of the contractor, owner or developer.

The City and its inspector will, at all times, have reasonable and safe access to the work as it progresses and the contractor will provide proper facilities for such access and inspection.

1.24.02 Responsibilities of the Contractor

In case of suspension of work for any cause, the contractor, before leaving the job site, will take such precautions as may be necessary to prevent damage to the project, provide for public safety, normal drainage, and erect any necessary barricades, signs, or other facilities at his expense as directed by the City and required by these STANDARDS AND SPECIFICATIONS.

The contractor is responsible for ensuring that all construction and construction activities and materials are in compliance with these STANDARDS AND SPECIFICATIONS. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures. The contractor shall be responsible for the acts and omissions of his employees, subcontractors, and their agents and employees. The contractor shall be solely responsible for locating all existing underground installations, including service connections, in advance of excavating. City utility maps are intended to be used for general information only, and the location of any utilities or property lines as shown on the utility maps are not necessarily accurate.

1.24.03 Unauthorized and/or Unacceptable Work

Work which does not conform to the approved construction plans and these STANDARDS AND SPECIFICATIONS and results in an inferior or unsatisfactory product will be considered unacceptable work. Unacceptable work, whether the result of poor workmanship, poor design, use of defective materials, damage through carelessness, or any other cause which is found to exist prior to the final acceptance of the work will be immediately removed and replaced or otherwise satisfactorily corrected by and at the expense of the developer or contractor. This expense includes total and complete restoration of any disturbed land or surface to original or better condition that existed before the repairs or replacement.

1.24.04 Samples and Tests

To ascertain that materials and procedures comply with contract requirements, testing will be taken at the source or at the job destination at the discretion of the City and as often as the City deems it advisable or necessary. Taking of samples will be in accordance with standard practices except where methods and procedures for sampling materials are otherwise set forth in these STANDARDS AND SPECIFICATIONS.

The contractor will furnish, without charge, all samples and test results required by the City and will afford such facilities as may be necessary for collecting and forwarding them. The contractor may be required to furnish, when requested by the City, a written statement giving the origin, composition, and process of manufacture of a material.

Whenever any of the provisions of these STANDARDS AND SPECIFICATIONS or evidence that any material or construction does not conform to the requirements herein, the City may require that the contractor have tests performed, at his expense, which will be used as proof of compliance. Test methods will be as referenced by these STANDARDS AND SPECIFICATIONS. If there are no recognized and accepted test methods for the proposed alternate, the City will determine the test procedures. All tests will be made by an agency approved by the City. Reports and results of such tests will be retained by the City.

1.24.05 Storage of Materials

Materials will be stored so as to ensure the preservation of their quality and suitability for the work. Stored materials, even though approved prior to storage, will be subject to inspection prior to their use in the work and will meet all requirements of these STANDARDS AND SPECIFICATIONS at the time they are used. Stored materials will be located so as to facilitate inspection. With the prior written approval of the City, portions of the right-of-way not required for public travel may be used for storage purposes and for the placing of the contractor's plants and equipment, but any additional space required will be provided by the contractor at his expense.

1.24.06 Defective Materials

Materials not in conformance with requirements of these STANDARDS AND SPECIFICATIONS will be considered defective and will be rejected. Rejected materials will be removed from the work site at the contractor's expense, unless otherwise permitted by the City.

1.25.00 PROTECTION OF PUBLIC INTERESTS

1.25.01 Public Convenience and Safety

Unless otherwise specified, the contractor will give written notice, to the proper authorities in charge of streets; gas and water pipes; electric service, cable television, and other conduits; railroads; poles; manholes; catch basins; and all other property that may be affected by the contractor's operations at least 72 hours prior to any construction. The contractor will not hinder or interfere with any person in the protection of such property or with the operation of utilities at any time. The contractor must obtain all necessary information in regard to existing utilities, protect such utilities from injury, and avoid unnecessary exposure so that they will not cause injury to the public.

The contractor will obtain all necessary information in regard to the planned installation of new utilities and cables, conduits and transformers, make proper provision and give proper notification so that new utilities and appurtenances can be installed at the proper time and location without delay to the developer or contractor, nor cause unnecessary inconvenience to the owner or the public. New underground utilities and appurtenances will not be covered with pavement prior to the City's inspection of such facilities. When the work involves excavation adjacent to any building or wall along the work, the contractor will give property owners due and sufficient written notice thereof, with a copy to the City.

1.25.02 Protection of Property and Monuments

The developer and contractor will use every reasonable precaution to prevent the damage or destruction of public or private property such as, but not limited to, poles, trees, shrubbery, crops, fences, monuments and all overhead structures such as, but not limited to, wires or cables which are either within or outside of the right-of-way. The contractor will protect and support all water, gas, sanitary sewer, storm sewer, electrical pipes, conduits, and all railway tracks, buildings, walls, fences, or other properties which are liable to be damaged during the execution of his work. The contractor will take all reasonable and proper precautions to protect persons, animals and vehicles from injury or damage and, wherever necessary or as directed by

the City, will erect and maintain a fence or railing around any excavation and place a sufficient number of amber lights about the work and keep them operational from twilight until sunrise. The contractor will employ one or more watchmen as additional security whenever they are needed or required by the City. The contractor will not prevent the flow of water in the gutters of the street and will use proper means to permit the flow of surface water along the gutters while the work is in progress.

The contractor will protect and carefully preserve all land boundary and City survey control monuments until the owner's authorized registered land surveyor has referenced their location for replacement. All monuments disturbed or removed by the contractor through negligence or carelessness on his part or on the part of his employees or subcontractors will be replaced by a land surveyor registered in the State of Colorado, at the contractor's expense. The developer and contractor will be responsible for the repair of any damage or destruction of property resulting from neglect, misconduct, or omission in his manner or method of execution or non-execution of the work, defective work or the use of unsatisfactory materials. The contractor will restore such property to a condition equal to or better than that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed by the City, or they will otherwise make amends for damage or destruction in a manner acceptable to the City. The developer and contractor will be responsible for the repair of underground pipes, wires, or conduits damaged by them or their subcontractors.

The developer and contractor will be liable for all damage caused by storms and fire until the work is accepted into warranty.

1.25.03 Installation of Survey Monuments

Permanent survey monuments, and lot pins shall be set at locations approved by the City provided that such monuments shall be set not more than 1,400 feet apart along any straight boundary line; at all angle points; and at the beginning, end, and points of change of direction or change of radius of any curved boundary. In addition, 5/8-inch steel pins, or larger, shall be set at all lot corners. Affixed securely to the top of each monument shall be an aluminum cap marked with the Colorado registration number of the land surveyor responsible for the establishment of the monument.

The Professional Land Surveyor will assure that the monuments he establishes or re-establishes conform both in location and physical character with the specifications called for in Section 38-51-104, Colorado Revised Statutes. Each found monument verified in location shall be restored or rehabilitated as necessary so as to have it readily identifiable and reasonably durable.

1.25.04 Explosives

When blasting is permitted and approved in writing by the City, the developer and contractor will use the utmost care to protect life and property. Signals warning persons of danger will be given before any blast. Excessive blasting or overshooting will not be permitted. The City will have authority to order any method of blasting discontinued which leads to overshooting, is dangerous to the public, or destructive to property, environment or natural features.

Before any blasting will be done by the contractor, a certificate of insurance indicating special blasting coverage in the following minimum amounts will be filed with the City:

Property Damage, each accident	\$1,000,000
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Public Liability, bodily Injury \$1,000,000
single limit or equivalent, each accident

The City reserves the right to require additional insurance coverage if the circumstances warrant.

The City has the right to require detailed inspections by an independent consultant or by City inspectors on any structures or properties located in the vicinity of the blasting, both before and after the blasting activity. The cost for such inspections shall be the responsibility of the developer and contractor.

1.25.05 Protection of Streams, Lakes, and Reservoirs

The developer and contractor will take all necessary precautions to prevent pollution of streams, lakes, and reservoirs by sediment, fuels, oils, bitumens, calcium chloride, fertilizers, insecticides, or other harmful materials. They will conduct and schedule their operations to avoid or minimize siltation of streams, lakes, and reservoirs. A plan for erosion protection shall be submitted and approved by the City. All required erosion control measures shall be in place before starting work. All work must conform to all applicable local, state, and federal regulations.

1.26.00 WORK IN PUBLIC RIGHT-OF-WAY

1.26.01 Permit Required -- Right-of-Way Permit

It shall be unlawful for any person to perform work within a public way of the City of Fort Lupton without first obtaining permission from the City of Fort Lupton. If the work to be performed involves a City of Fort Lupton utility in a State of Colorado Highway right-of-way, both a right-of-way permit from the City and the appropriate permit from the Colorado Department of Transportation shall be required. An application for work done under a right-of-way permit shall be submitted to the City on a form provided by the City for each job. The application shall be submitted at least 48 hours prior to the planned start of work to allow for review and approval by the City. Permittees may be required to increase this time up to 10 days when the work consists of more than a single spot excavation. An application form (when approved) shall constitute a valid "right-of-way permit." Incomplete permit applications will not be reviewed or processed by the City.

The City may require submittal of plans and specifications. No work shall commence until the City has approved the plans and specifications and/or permit application, except in emergency conditions. A permit application shall be required for emergency conditions within 72 hours after the performance of the work and all conditions of a right-of-way permit shall apply.

1.26.02 Issuance of Permits

The City may grant permits to work in, construct, or excavate within the public way or to close traffic lanes or work in connection with a City utility system to any Class D public way contractor filing an application as herein provided, which application shall pertain to work which shall comply with the requirements of this chapter. All permits shall be issued according to the provisions of the Official Code of the City of Fort Lupton for Class D public way contractors.

1.26.03 Liability for Damage

Any person who shall undertake work pursuant to a permit issued under the provisions of this chapter, perform work under contracts with the City, or perform work under the terms of a Public Improvements Agreement, or by virtue of permission obtained from the Council in accordance with the provisions adopted by the said Council, shall be answerable for any damage or injury to persons, animals, or property as a result of any circumstances of such work.

Prior to any excavation within the public right-of-way, the contractor shall contact UNCC, the City of Fort Lupton's Public Works and Utilities Department and any other affected utility company for field location of any utility lines which may be in the vicinity of the work.

1.26.04 Suspension or Revocation of Permits -- Stop Work Order

(A) Any permit may be revoked or suspended by the City and a stop work order may be issued after notice to the permittee for:

1. Violations of any condition of the Public Improvements Agreement, or of the approved construction drawings or specifications; or
2. Violation of any provision of these STANDARDS AND SPECIFICATIONS; or
3. Violation of any other ordinance of the City, state law, or federal law pertaining to the work; or
4. Existence of any condition or the occurrence of any act which may constitute or cause a condition endangering health, life, or safety, or serious damage to property.

(B) A suspension or revocation by the City and stop work orders shall take effect immediately upon notice to the person performing the work in the field and shall remain in effect until such time as the City cancels the order in writing. A failure to abide by the terms of the suspension or revocation will be considered a violation of City code.

(C) Upon receipt of a stop work order, the contractor shall be responsible for taking such precautions as may be necessary to prevent damage to the project, prevent inconvenience or hazardous conditions for the general public, provide for normal drainage, and to erect any necessary barricades, signs, or other facilities which may be necessary or directed by the City.

1.26.05 Application Form

Application for a permit to work in the public way shall be made on an original form provided by the City and shall recite specifically and illustrate by sketch or plan the exact location, depth, extent, nature, and purpose of the excavation to be made and the duration of the time required for the work. The application shall include the name of the applicant requesting the permit and the applicant's business address, registration number, business phone number, after business hours phone number, and contact person. The application will include other pertinent information such as application date, the start and finish dates of work within the public way, the completion date, the permit fee, a City contact phone number for inspection requests, a

traffic control plan if required, and any other relevant information required by the terms of the right-of-way permit.

Applicants shall pay a fee to the City before issuance of such permit. The amount of that fee shall be established by the City and displayed on the permit.

1.26.06 Exhibition of Permit

All required permits shall be kept at the site of the excavation while the work is in progress and shall be exhibited upon request to any police officer or other authorized representative of the City. Failure to comply with this provision shall be grounds for a revocation of the permit and the issuance of a stop work order.

1.26.07 Guarantee

The permittee, by acceptance of the permit, expressly guarantees complete performance of the work therein described and guarantees all work done by him for a period of one year after the date of completion as shown on the permit form. The permittee agrees upon demand to maintain and to make all necessary repairs during the one-year warranty/maintenance period, and to hold harmless the City of Fort Lupton for any and all claims arising from such work. This guarantee shall include all repairs and actions needed as a result of:

- (A) Defects in workmanship or materials
- (B) Settling of fills or excavations
- (C) Failures caused by unknown reasons
- (D) Any unauthorized deviations from the approved plans and specifications
- (E) Failure to barricade
- (F) Failure to clean up during and after performance of work
- (G) Any other violation of these STANDARDS AND SPECIFICATIONS.

If repairs are required during the subsequent one-year warranty period, those repairs need only be guaranteed until the end of the initial one-year period starting with the date of initial completion. However, in the event the City deems that the repairs are severe enough to constitute a reconstruction it may require that a new one-year guarantee be provided for subsequent repairs after the completion of the reconstruction.

The permittee shall be responsible for providing materials and construction methods complying with these STANDARDS AND SPECIFICATIONS. If the permittee defaults in completion or conformance with these STANDARDS AND SPECIFICATIONS, the City shall submit a letter to the permittee describing the default or non-conformance at least 10 days prior to authorizing City personnel to perform suitable repairs and reconstruction. City personnel shall be authorized to remove and replace non-conforming work and/or materials to a reasonable distance beyond the limits of the non-conforming work as required to produce a suitable repair. The permittee shall be responsible for all costs incurred by the City to accomplish the work in a safe and timely manner.

1.26.08 Performance

(A) Inspection.

There shall be a minimum of two inspections for each permit. The first shall occur upon notification by the contractor that the work is ready for inspection and the second inspection will be made 30 days prior to the expiration of the one-year warranty period.

At any time prior to completion of the one-year warranty period, the City may notify the permittee of any needed repairs. Such repairs shall be completed within 24 hours if the defects are determined by the City to be an imminent danger to the public health, safety, and welfare. Non-emergency repairs shall be completed within 10 days after notice.

(B) Barricading and Traffic Control.

1. All work within a traveled public roadway area shall be protected at all times by safety devices as prescribed by the MUTCD and in such manner as to minimize the disruption of the flow of traffic in the vicinity of the work. Normally, only one side of a street may be closed at any given time. Traffic must be provided a minimum lane width of 10 feet in the construction area. Any plan for traffic control during construction must be approved by the Traffic Engineer prior to issuance of permit. Plans that indicate complete closures must show detour routes and must be approved by the Traffic Engineer at least one week prior to the issuance of the permit. The City reserves the right to require longer lead times if it deems necessary.
2. All work within the roadway shall take place between 8:30 a.m. and 3:30 p.m. unless otherwise stipulated on the right-of-way permit.
3. As directed by the City, street excavations must be backfilled prior to leaving the site at the end of the work day, even if the work has not been completed.
4. No person shall dig or cause to be dug any hole, drain, ditch, or any other excavation in any street, alley, sidewalk, or other public place within the City without providing sufficient amber lights to be placed with a suitable barricade or temporary fence around such hole, drain, or other excavation in order to prevent persons, animals, and vehicles from sustaining injury. During the daytime the barricades shall be maintained but warning lights are not required. All barricades and lights shall be left in place until a permanent patch or temporary cold-mix patch can be made to the excavation.

(C) Removal of Safety Devices or Barricades.

No person shall damage, displace, remove, or interfere with any barricade warning light or any other safety device which is lawfully placed around or about any street, alley, sidewalk, or other excavations or construction work in the City.

1.27.00 OTHER PERMITS

This section discusses only those permits and agreements which may be required by the City of Fort Lupton as part of the construction of the public improvements or private improvements in areas of common ownership (for example; landscaping, parking lots, etc.). It does not address other City permits (for example; building permits, tap permits, etc.) or permits which may be required by other government entities (for example; CDOT, FEMA, EPA, etc.).

1.27.01 Land Disturbance Permit

The fee for this permit shall be as established by City Code. This permit is required if any owner/developer wishes to begin overlot grading within a particular development before the public improvements agreement is executed and good and sufficient surety is provided to the City. It should be noted that the City is under no obligation to issue a land disturbance permit prior to the execution of the public improvements agreement. However, if the City has approved the Official Development Plan, completed at least one review of the construction drawing package, and believes that the necessary revisions to that package are minor and that the review process is progressing in an acceptable manner, the City may issue a land disturbance permit. In addition, the owner/developer will be required to sign a letter acknowledging that he is doing the overlot grading at his own risk, and that any subsequent changes to that grading that may be required as a result of additional review comments will be his sole responsibility. Prior to the issuance of a land disturbance permit, all provisions of Section 1.28.02 of these STANDARDS AND SPECIFICATIONS shall be complied with.

1.27.02 Temporary Water Service Permit

All water used in the City for construction purposes is to be metered and charged to the user. The application for temporary water service shall be made at the City's Utility Division. The application and fee for each temporary meter shall be in accordance with Fort Lupton Municipal Code. A deposit must be made to the City when the application is made. The deposit will be refunded to the applicant, less water usage charges and any consequential damages to the City provided equipment, once certification of water usage has been made. In such cases where water usage charges and equipment damages exceed the deposited amount, additional charges will be billed to the applicant. Water usage rates are established by Title VIII, Water Rate Schedule, Multiple Units, Commercial and Public of the City Code. In the event a water metering device cannot be provided to the applicant by the City other means will be established by the City to estimate water usage.

1.28.00

IMPROVEMENTS AGREEMENT

1.28.01 Definition

An improvements agreement is a written contract between the developer/owner and the City of Fort Lupton for installation of all public improvements and/or private improvements in areas of common ownership, related to a particular project. Two agreements are required. One addressing “public improvements” and one addressing “private improvements”. These agreements specify the nature of all public and/or private improvements, the time frame for construction and, in standard format, identifies the obligations of the developer/owner and the City. This contract binds the owners of property being developed and any successors, assignees with interest to that property.

The improvements agreement is a mandatory part of the development process and must be executed before construction activities can commence and before a final plat can be recorded. The agreement will be prepared by the City with the information provided by the developer/owner after the final construction package has been approved and will be forwarded to the developer/owner for their signatures.

1.28.02 Surety

The improvements agreement cannot be executed nor the final plat executed and recorded until good and sufficient surety is provided by the owner/developer to the City. The surety represents 115 percent of the total estimated cost of all public improvements and private improvements in areas of common ownership with respect to a specific project. Two separate sureties are required, one for public improvements and one for private improvements.

(A) **Types of Surety.**

There are four types of surety that the City will accept:

1. A letter of credit from a financial institution acceptable to the City that guarantees the monies stated in the letter of credit.
2. A plat restriction (for single-family detached residential developments only).
4. Cash

(B) **Reduction of Surety.**

Requests for reductions in surety must be made in writing to the City and must include an itemized cost breakdown in the same format as that included in the exhibit of the improvements agreement. Only after the City has responded in writing approving such a reduction can the reduction be made. At no time shall the amount of surety retained by the City be less than 15% of the total cost of the improvements.

(C) **Expiration of Surety.**

The expiration date on the surety should coincide with the expiration date on the improvements agreement. Once the project is accepted into the warranty period, the surety shall be amended so that the expiration date coincides with the end of warranty period date.

At least fourteen (14) calendar days prior to the expiration date of any surety, Owner shall provide the City an amended form of surety with a term sufficient to cover the time for completing any remaining obligations of the Owner pursuant to this Agreement. The Owner's failure to provide such an extended form of surety prior to said fourteen (14) day period shall constitute a failure to perform in accordance with Agreement and shall give the City the right to proceed immediately to liquidate the existing surety.

1.29.00 CONSTRUCTION DRAWING SUBMITTAL REQUIREMENTS

Construction drawings shall contain the information and be in the format outlined in the separate document titled "Plan Submittal Document Guidelines", available from the Public Works Director/Engineering Division of the City.