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100 PURPOSE

1. The purpose of these Standards and Specifications is to provide acceptable standards of design, construction, quality of materials, use, and maintenance of public improvements including, but not limited to; streets, parks, open space, parking lots, utility installation, and related appurtenances. All improvements must meet the requirements of these Standards and Specifications and all work must be acceptable to the Town of Frederick (the Town).
2. Any alterations to existing improvements shall comply with these Standards and Specifications unless specifically exempted by the Town Engineer in writing.
3. All items and work not covered by these Standards and Specifications shall be discussed with the Town and the Contractor shall receive written approval on such items prior to commencing.

101 ACRONYMS AND ADOPTED CODES

1. The following acronyms are used in these Standards and Specifications:

Table 100-01 Acronyms	
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
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
CDPHE	Colorado Department of Public Health & Environment
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
CMPA	Corrugated Metal Pipe Arch
CRSI	Concrete Reinforcing Steel Institute
CUHP	Colorado Urban Hydrograph Procedure
CWCB	Colorado Water Conservation Board
DIP	Ductile Iron Pipe
DRCOG	Denver Regional Council of Governments
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency



FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Map
HDPE	High Density Polyethylene
HERCP	Horizontal Elliptical Reinforced Concrete Pipe
IBC	International Building Code
IFC	International Fire Code
IPC	International Plumbing
IMSA	International Municipal Signal Association
ITE	Institute of Transportation Engineers
MGPEC	Metropolitan Governments Pavement Engineers Council
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
UBC	Uniform Building Code
UDFCD	Urban Drainage and Flood Control District
UNCC	Utility Notification Center of Colorado
USDCM	Urban Storm Drainage Criteria Manual
USGS	United States Geological Survey

- The following Standards/Codes, latest edition, have been adopted by the Town of Frederick and shall be used unless waived in writing by the Town Engineer:

102 PROVISIONS

102.01 General



1. Projects shall comply with all laws, regulations, codes, specifications, and ordinances applicable to the design and the furnishing and performance of the work.
2. In interpretation and application, the provisions of these Standards and Specifications shall be held to be minimum requirements for the promotion of the public health, safety, and welfare. Whenever the requirements of these Standards and Specifications are at a variance with the requirements of any other lawfully adopted laws, regulations, codes, specifications, or ordinances, the more restrictive or that imposing the higher standards shall govern.
3. Nothing in these Standards and Specifications shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants.
4. A portion of the Town's potable water system is under the authority of the Left Hand Water District or Central Weld Water District. All sanitary sewer constructed in the Town of Frederick is under the authority of St. Vrain Sanitation District. Please contact the Town of Frederick to verify the updated water and sanitary district boundaries.
5. As the approved materials list and the construction notes contained in the appendices of the Design Standards and Construction Specifications are subject to frequent updates, the Town Engineer has been authorized by the Board of Trustees to update, change, modify and revise these appendices as may be required from time to time. The Town Engineer shall use current engineering principles and current industry practices in determining what materials are approved and included in these appendices and what general notes are required on construction plans. Changes shall be posted on the Town's website and an official copy of the Design Standards and Construction Specifications shall be maintained in the Town Clerk's office.

102.02 Permits

The Contractor is responsible for obtaining all necessary permits for construction. No construction work will be started until the Contractor has received all appropriate permits. The Contractor shall submit a copy of each permit to the Town for informational purposes. All permits must be in accordance with Town, County, State, Federal, or other applicable requirements.

102.03 Enforcement

The Town is authorized to enforce all provisions of these Standards and Specifications and may appoint an inspector or other authorized representative to act on the Town's behalf.

1. Nonconformance Reports:



- a. A Nonconformance Report (NCR) will be issued to the Contractor for any defective materials, poor workmanship, or work not in conformance with the approved plans and other applicable criteria that is not immediately remedied by the Contractor.
 - b. NCRs require a written response from the Contractor outlining the proposed corrective action(s) for the nonconforming item(s). Where rework or repair is necessary to bring the nonconforming item(s) into compliance, such rework or repair shall not commence until the NCR is approved by the Town Engineer.
 - c. Repeated or unresolved NCRs shall be grounds for the Town to serve a stop work notice on the project. Construction acceptance on a project shall not be issued until all NCRs are resolved to the satisfaction of the Town Engineer.
2. Stop Work:
- a. In the event that any of the provisions of the approved plans or other applicable criteria of the Town are violated by the Developer or any of the Developer's Contractors or subcontractors, the Town may serve written notice of the Town's intention to stop work on the project. Unless the violations cease and satisfactory arrangements for correction(s) are made, the work shall be stopped immediately after serving written notice. In the event of any such termination, the Town shall immediately serve notice to the Developer and the Contractor. If not resolved within 30 days of the written notice, the Town may, at its sole discretion, take over the work and finish it at the expense of the Developer and/or Contractor.
 - b. In addition, it may become necessary for the Town to require an immediately stop of work on a project to protect the health, safety, and welfare of the citizens of the Town. Such instances may include, but are not limited to the creation of a public safety hazard, lack of required permits, inadequate traffic control, or obstruction of an emergency access. The Town, or any Town Representative, has the authority to stop work immediately after the Contractor has been served with written notice. The Contractor shall not resume work without written approval from the Town.
3. Liability:
- The Town, or the Town's authorized representatives charged with the enforcement of these Standards and Specifications, acting in good faith, will not thereby be rendered personally liable for any damage that may accrue to persons or property as a result of any act or by any reason of any act or omission in the discharge of their duties.
4. Noncriminal Violation:
- It shall be a noncriminal violation of these Design Standards for any person to do any act which is forbidden or declared to be unlawful, or to fail to do or perform any act required in these Design Standards.



- a. Penalty: Any person, firm or corporation convicted of violating the terms or conditions of the Design Standards adopted hereby may be fined by an amount not to exceed five hundred dollars (\$500.00). Each day during which such violation continues shall be deemed a separate charge.
- b. Additional Remedies: In addition to any of the foregoing remedies, the Town Attorney, acting in behalf of the Town Board, may institute injunction, abatement, or any other appropriate action to prevent, enjoin, abate or remove such violations. The Remedy provided for herein shall be cumulative and not exclusive and shall be in addition to any other remedies.

102.04 Interpretation

1. It is the intent and purpose of these Standards and Specifications to obtain high quality construction throughout, with the completed work in compliance to the requirements. Any work, materials, or equipment that may be reasonably inferred as being required to produce the intended result will be provided whether specifically called for.
2. Reference to standards, specifications, manuals, codes, laws, or regulations of any technical society, organization, association, or governmental authority, whether such reference be specific or by implication, shall mean the latest standards, specifications, manual, code, law, or regulation in effect at the time of Town project approval.
3. 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 Town is intended. Similarly, the words “approved”, “acceptable”, and “satisfactory” shall refer to the approval of the Town. Wherever the terms, “shall”, or “must” are used, it is a mandatory requirement.
4. 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 Town has occurred more than twelve (12) months prior to execution of the Memorandum of Agreement for Public Improvements Agreement/or commencement of construction activities, the Town shall have the right to require another review process for the plans, specifications, and reports to insure compliance with these STANDARDS AND SPECIFICATIONS.

102.05 Requests: for Information and Design Change Notices

1. Any significant questions concerning implementation of approved plans or the other approved criteria shall be directed to the Town Engineer via a Request for Information (RFI). Work shall not continue on the area in question until a response to the RFI has been received.



2. Should circumstances warrant changes from approved plans the Contractor should propose the revision and submit it to the Town Engineer via an RFI. If approved, the modification will be distributed to the Contractor, Developer, and Design Engineer through a Design Change Notice (DCN). Work shall not continue on the proposed modification until an approved DCN has been issued by the Town Engineer and received by the Contractor.
3. Should any omissions or design errors be discovered after final approval of construction plans, the Town shall notify the Contractor, Developer, and the Design Engineer. Following such notification, no work shall be allowed in the affected area until the revisions are made by the Design Engineer, and an approved DCN has been issued by the Town Engineer.

102.06 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 Town may order the work stopped by a written notice in accordance with these STANDARDS AND SPECIFICATIONS.

102.07 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 Town. Whenever there are practical difficulties involved in carrying out the provisions of these procedures, the Town may grant a variance for individual cases, provided that the Town 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 Town 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 Town, in its sole discretion, will decide upon the acceptability of any proposed variance.

102.08 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 Town 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 by the Town Board. It is the responsibility of the Consultant/Contractor/Developer to obtain all revisions to these STANDARDS AND SPECIFICATIONS.



102.09 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.

103 SAFETY AND PROTECTION OF PUBLIC INTERESTS

103.01 General

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and is solely responsible for the safety of the project site. The Town expects error-free project execution: no injuries, property damage, community or environmental impacts, or incidents that could have resulted in these occurrences under different conditions. Safety should be integrated into all management systems, project processes, and individual efforts. It is the Town's belief that all incidents are preventable.

103.02 Safety Requirements

1. The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property, or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for safety and protection. The Contractor shall pay particular attention to the following federal laws concerning construction safety:
 - a. Public Law 91-596, Occupational Safety and Health Act of 1970, Section 5(a)(1), "General Duty Clause"
 - b. 29 CFR 1910, General Industry Safety and Health Standards
 - c. 29 CFR 1926, Construction Industry Safety and Health Standards
 - d. 29 CFR 1904, Recording and Reporting Occupational Injuries and Illnesses
 - e. 49 CFR, Transportation
2. The Contractor shall include all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - a. All employees on the work site, and other persons and organizations who may be affected thereby,
 - b. All the work, materials, and equipment to be incorporated therein,
 - c. Other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground



facilities, not designated for removal, relocation or replacement in the course of construction,

- d. The public at large.

103.03 Public Convenience and Safety

1. 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.
2. 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 Town'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 Town.

103.04 Protection of Property and Monuments

1. 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 Town, 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 Town. 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.
2. The contractor will protect and carefully preserve all land boundary and Town 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 Town, or they will otherwise make amends for damage or destruction in a manner acceptable to the Town. The developer and contractor will be responsible for the repair of underground pipes, wires, or conduits damaged by them or their subcontractors.

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

103.05 Installation of Survey Monuments

1. Permanent survey monuments, and lot pins shall be set at locations approved by the Town 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.
2. 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.

103.06 Explosives

1. When blasting is permitted and approved in writing by the Town, 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 Town 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.
2. 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 Town:
 - a. Property Damage, each accident \$1,000,000



104.02 Coordination

1. Preparation and processing of submittals shall be coordinated with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
3. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals or resubmittals concurrently.
4. The Town reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

104.03 Processing

1. To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals. Allow 14 calendar days for initial review. Allow additional time if the Town Engineer must delay processing to permit coordination with subsequent submittals.
2. If an intermediate submittal is necessary, process the same as the initial submittal. Allow 14 calendar days for processing each resubmittal.
3. No extension of contract time will be authorized because of failure to transmit submittals to the Town sufficiently in advance of the work to permit processing.

104.04 Submittal Format

Submittals required for platting, zoning, or other documents required by the Town of Frederick Zoning Code and Subdivision Regulations or for annexation shall follow the format proscribed in those documents, otherwise submittals shall be formatted as follows:

- a. Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
- b. All reports shall be bound in an 8-1/2 x 11-inch folder.
- c. Drawings shall be prepared on 24-inches high by 36-inches wide, spliceless, tapeless, and creaseless paper. A margin shall be drawn completely around each sheet leaving a margin 1/2-inch on three sides, and one inch on the fourth (left-hand side). Drawings shall be prepared using AutoCAD™ (release 14 or higher) and shall also be submitted electronically on a CD or by other acceptable electronic means. Where required, mylar shall be double matte with a uniform thickness of not less than 0.003-inches.



- d. Provide a space approximately 4-inches by 5-inches on the label or beside the title block to record the Contractor's review, approval markings, and the action taken as applicable:
- e. Include the following information on the label for processing and recording action taken; as applicable:
 - i. Project name
 - ii. Date
 - iii. Name and address of the Contractor's Engineer
 - iv. Name and address of the Contractor
 - v. Name and address of the Surveyor
 - vi. Name and address of the Soils Engineer
 - vii. Name and address of the subcontractor
 - viii. Name and address of the supplier
 - ix. Name of the manufacturer
 - x. Number and title of appropriate specification section
 - xi. Drawing number and detail references, as appropriate.
- f. All drawings and reports shall include the seal and signature of the Professional Engineer registered in the State of Colorado who is responsible for contents.
- g. All submittals shall include the following statement with the Town of Frederick Signature Block:

"We acknowledge that the Town of Frederick's review of this document is for general conformance with submittal requirements and current design criteria."
- h. The Cover Sheet of all Construction Plans shall have signature blocks for all appropriate Sanitation and Water Districts. Please contact the specific District for their requirements.
- i. See Articles 3 and 4 in the Town of Frederick Land Use Code for more information.
- j. All drawings and reports shall include Project Datum, where applicable. Project Datum shall be as follows: geodetic coordinates based on NAD 83 (1992);



orthometric heights based on NAVD 88 vertical datum; state plane coordinates based on NAD 83 (HARN) Colorado North Zone (0501).

- k. All drawings shall include the following signature block for the signature of the Town Engineer. No construction shall be commenced until and unless all drawings have been signed by the Town Engineer.

ACCEPTANCE

ALL WORK SHALL BE CONSTRUCTED TO THE TOWN OF FREDERICK STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THE STANDARDS AND SPECIFICATIONS AND OTHER TOWN REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

Accepted by _____
Town Engineer Date

104.05 Number of Copies

1. Two (2) copies of the proposed construction schedule and subsequent revision are required.
2. Two (2) copies of the proposed submittal schedule and subsequent revision are required.
3. Two (2) copies of shop drawings, product, product samples, quality assurance and quality control submittals are required.
4. Submittals that will be reviewed by multiple entities (i.e. Sanitation or Water Districts) may require additional copies.
5. At the time of final approval for Construction Documents the applicant shall submit three (3) 24 x 36-inch, two (2) 11 x 17-inch copies of the stamped and signed Construction Documents, and one (1) CD with an electronic file (.ctb) of all utilities on separate layers and clearly labeled. All above plans shall be copied from the mylar cover sheet with all signatures.

104.06 Submittal Transmittal

1. Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Town through the Town Engineer using a transmittal form. The Town will not accept submittals received from sources other than the Contractor or the Design Engineer.



2. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from contract document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

105 WORKING HOURS

1. Normal working hours shall be Monday through Friday from 7:00 AM to 4:00 PM except legal holidays, unless otherwise approved by the Town.
2. Normal working hours for the Town's inspector of public improvements shall be Monday through Friday from 8:00 AM to 4:00 PM except legal holidays, unless otherwise approved by the Town.

106 COMMENCEMENT OF CONSTRUCTION

1. Construction shall commence within two years of the approved date shown on the plans, or plans must be resubmitted for review and approval. If construction is halted for more than two years, plans must be resubmitted for review and approval. All improvements will be accurately surveyed and staked in accordance with the approved plans prior to their construction.
2. Traffic Impact Studies, Drainage Reports, Pavement Design Reports, etc. for a specific subdivision or parcel of land are valid for a period of one (1) years from date of approval unless significant development or activity has occurred that may impact the previous studies in the opinion of the Town Engineer. If construction documents for any phase or individual lot are not approved within this timeframe, revised reports with updated information are required to be submitted to the Town for review and approval.

107 UTILITY COORDINATION

1. The Contractor shall notify all utility companies and locate all existing utilities on and near the site prior to construction. All affected parties must be notified prior to the commencement of work in order to ensure that there will not be an unexpected interruption of service during construction.
2. The Contractor is responsible for coordinating work with all public utilities. All public utilities shall be installed in conformance with plans and specifications set forth by the governing body of the utility and within this document.
3. The Contractor shall contact all Emergency Services and the Saint Vrain Valley School District before closing a public roadway. The Town of Frederick will provide list.

108 PRECONSTRUCTION CONFERENCE



1. A mandatory preconstruction conference shall be held at least 48-hours prior to the start of new construction. The Contractor, Developer, Design Engineer, all subcontractors, a representative from the testing company, a Town Representative, as well as any interested utility representatives shall attend. Water and Sanitation Districts may hold separate preconstruction conferences.
2. The Preconstruction Checklist (Appendix A) should be completed for each contract. The Preconstruction Checklist should be included in the agenda for the Preconstruction Conference. All blocks on the form should be completed as appropriate during the meeting.

109 PLANS AT CONSTRUCTION SITE

The Contractor shall be required to have a set of approved construction documents on site at all times during construction.

110 INSPECTION

110.01 General

1. If the Town's inspector of public improvements finds no set of approved plans on-site, he/she may stop construction until plans are brought on-site.
2. The Town is to have access to the construction site at all times. The Town shall have the authority to reject defective or inferior materials, or workmanship in cases where, in the opinion of the Town Engineer, it is judged to be unacceptable, substandard, defective, or suspect in accordance with these Standards and Specifications, and good engineering judgement. The Contractor shall immediately correct any defective material(s) or poor workmanship as determined by the Town. If the Town deems it necessary, any previously covered work will be exposed at the Contractor's expense.
3. The Town will have the authority to stop work whenever such stoppage may be deemed necessary. The Public Works Director/Town 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.
4. Town 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 Town.



5. 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 Town Engineer or the Town 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.
6. 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 Town 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. Town 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.
7. 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.

110.02 Inspection Requirements

1. Inspection shall be required as denoted in these Standards and Specifications. The Contractor shall provide at least 48-hours notification when work requiring inspection will be constructed. Inspection shall be at such hours that are convenient to the Town.
2. The Contractor has the following responsibilities in regards to authorized inspection and testing activities:
 - a. Cooperate with authorized laboratory and inspection personnel and provide access to work.
 - b. Provide for laboratory mix design data to be used for concrete and other material mixes which require control by testing laboratory.



- c. Furnish incidental labor and facilities:
 - i. To provide access to work to be tested
 - ii. To obtain and handle samples at project site or at source of product to be tested.
 - iii. To facilitate inspections and tests.
 - iv. For storage and curing of test samples.

110.03 Testing

1. Testing specifics are included in each section of these standards.
2. Unless otherwise notified, the Contractor is responsible for procuring the services of any testing laboratories necessary to perform the specified services and testing required in these Standards and Specifications. All testing laboratories shall be approved by the Town before utilization.
3. Tests shall be made by an accredited testing laboratory. Except as otherwise provided, sampling and testing of materials, laboratory method, and testing equipment shall be in accordance with the latest standards and methods of the American Society of Testing and Materials (ASTM).
4. The testing agency or its representatives are not authorized to revoke, alter, relay, enlarge, or release any requirements of these Standards and Specifications. The testing agency or its representatives are not authorized to approve or accept any portion of the work.
5. The Contractor shall provide equipment and facilities for conducting field tests and for collecting and forwarding samples. Any product deemed unfit for use shall not be incorporated into the work.
6. Where additional or specific information concerning testing methods, sample sizes, etc., is required, requirements are included under the applicable Sections of these Standards and Specifications.

110.04 Test Reports

Reports of tests conducted by testing laboratories shall be distributed directly by the testing laboratory as follows:

- a. 1 copy to Contractor
- b. 1 copy to Applicable supplier or subcontractor



- c. 1 copy to Town Engineer
- d. Other copies as directed

110.05 Emergency Work

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

111 MATERIALS AND EQUIPMENT

111.01 General

1. All materials and equipment shall be of good quality. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and maintained in accordance with the instructions of the applicable supplier and manufacture, except as otherwise provided in these Standards and Specifications. No provision of any such instructions will be effective to assign to the Town, or any of the Town's representatives, any duty or authority to supervise or direct the furnishing or performance of the work.
2. Any conflict between the manufacturer's instructions and these Standards and Specification shall be decided and settled by the Town Engineer.

111.02 Certification

When deemed necessary by the Town, the Contractor shall submit a manufacturer's material certificate to the Town, as a permanent part of the project. The manufacturer certificate shall state that the product used on the project conforms to the Town of Frederick Standards and Specifications. No material shall be used until approved by the Town.

111.03 Testing

If, in the Town's opinion, there is evidence that materials or methods used may not comply with these Standard and Specifications, the Town may require that additional testing be performed for confirmation. Testing methods will be specified by the Town and the expense shall be solely borne by the Contractor.



111.04 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 Town, 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.

111.05 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 Town.

112 HOUSEKEEPING

The Contractor shall keep the premises and surrounding area free from accumulation of waste material or rubbish caused by, or incidental to, the construction of the work. Contractor facilities, material storage, and equipment areas shall be kept in a neat and orderly condition and trash stored in tight receptacles. The Contractor shall take particular care to protect materials and debris from weather conditions that would cause them to become windborne. The Contractor shall be responsible for the removal and clean-up of all materials or debris that are blown off site.

113 TARPING OF HAUL VEHICLES

The Contractor shall not convey, or cause to be conveyed through the streets of the Town, earth, manure, mortar, shavings, rubbish, waste paper, garbage, or loose material of any description except in tight receptacles, boxes, or truck bodies with covers which prevent the escape of any material contained therein.

114 FINAL CLEAN-UP

1. The Contractor shall be responsible for the removal and proper disposal of all construction debris, dirt, and mud from all the public streets, private property, and parking lots within or adjacent to property area, whether caused directly by the Contractor's construction operation, or that of the subcontractors and/or material suppliers, or indirectly due to the work site condition.
2. All surplus materials and temporary structures shall be removed from the site by the Contractor. All debris and rubbish will be removed, and the areas occupied during operations shall be restored to their original condition.



115 DRAWINGS OF RECORD

Prior to receiving conditional acceptance, it shall be the responsibility of the Developer and Contractor to provide the Town with one (1) mylar copy and one electronic (.ctb) copy on CD of "Drawings of Record" (As-Built) plans showing revisions (at the same scale as the original construction plan set) stamped and signed by a registered Professional Engineer in the State of Colorado upon the completion of the project. At a minimum, record drawings shall indicate the horizontal or vertical layout of all underground water, sanitary sewer, and storm sewer facilities (including distances between valves, fittings, manholes, etc.), profiles of streets, sanitary sewer mains and storm sewer mains, details of special or unusual installations, and detention pond volumes. All utilities shall be on separate layers clearly labeled with all "As-Built" information contained in a cloud line type. Along with the AutoCAD files include a full set of PDFs and or DWFs on the CD. This procedure shall be followed for all changes, whether requested by the Town, the Design Engineer, the Contractor, the Developer, or other authorized parties. "Drawings of Record" plans must be submitted for record purposes even if no changes are made.

116 CONDITIONAL ACCEPTANCE

1. Construction shall not be accepted until verification has confirmed that all deliverables have been received, that the complete scope of work has been performed, that the level of quality is acceptable, and that all nonconformances and punch list items have been satisfactorily resolved. The Contractor shall also provide proof that there are no outstanding debts, liens, or potential liens in connection with the project.
2. The following documents are to be submitted to the Town before Conditional Acceptance may be granted:
 - a. A letter to the Town from the Developer or Contractor requesting Conditional Acceptance
 - b. "Drawings of Record" (As-Built) – 1 bound copy and a CD containing the electronic AutoCAD file and. ctb file (AutoCAD R 14 or newer) along with a full set of PDFs or DWFs.
 - c. Spreadsheet indicating actual construction costs
3. Upon receiving and verifying all of the above information and the repairs of all punch list items the Town shall issue a letter of Conditional Acceptance for the project. If the phase or filing of Conditional Acceptance request does not match the Phase or Filing map in the MOAPI, the Developer or Contractor shall include a map depicting the area they are requesting Conditional Acceptance for. This map shall show the limits of the conditional accepted work, including but not limited to, manholes, inlets etc.
4. The Town will not release building permits until Conditional Acceptance has been granted by the Town and all necessary documents have been reviewed and accepted by all appropriate Districts (Sanitation or Water District).



5. There shall be no partial acceptances of public improvements within new developments.

117 WARRANTY AND CORRECTION PERIOD

Upon completion of the work, the Contractor shall deliver to the Town Engineer, in duplicate, a written warranty, addressed to the Town, properly signed and notarized, warranting that the Contractor and each subcontractor shall remedy any defects due to faulty materials or workmanship, and pay for consequential damage resulting therefrom, which appear in the work within a period of two years from the Date of Conditional Acceptance and in accordance with any special warranties as specified in individual Sections of these Standards and Specifications. The Town will give notice of observed defects with reasonable promptness. If identified deficiencies are not corrected within 30-days after notification the Town may correct all related items to the work and charge the Developer and/or the Contractor for the work.

117.01 Maintenance Responsibility

1. The developer shall be responsible for the maintenance of all public improvements during the warranty period. The Public Works Director/Town Engineer will notify the developer of any maintenance that may be necessary during this time. Routine maintenance normally performed by the developer includes, but shall not be limited to, the cleaning of streets, patching of potholes, and removal of blockages from water, storm and sanitary sewer facilities. The cost of any routine maintenance not performed by the developer that must be performed by the Town will be billed to the developer at cost.

117.02 Emergency Repairs

2. In the event of a water main break, sanitary sewer main blockage, street or bridge failure, or other emergency that may occur during the warranty period, it may become necessary for the Town to undertake immediate repairs to the facilities and/or make the area safe to residents, pedestrians, or motorists. The Town will attempt to contact the developer in the event of such emergency. However, if the developer or his representative cannot be contacted quickly or if the developer is unable to take immediate action to relieve the urgent situation, the Town may proceed with such action as deemed necessary by the Public Works Director/Town Engineer, and the developer will be billed for all costs of these actions.

118 FINAL ACCEPTANCE

1. One (1) month prior to the end of the 2-year* Warranty period, the Developer or Contractor shall notify the Town Engineer and shall schedule a Final Inspection of all Public Improvements. (*Unless warranty period is specified to be over two years.)
2. Two years* after Conditional Acceptance, the Town shall inspect the public improvements at the Developer or Contractor's request. Any construction not



meeting Town standards shall be brought into compliance by the Developer. When all Town standards have been met, Final Acceptance shall be granted. Work that is not under the Town's jurisdiction shall be corrected to the Standards required by the authority having the jurisdiction, i.e., Water and Sanitation Districts.

3. If Final Acceptance is not granted, all future maintenance and repair shall remain the responsibility of the Developer and Contractor. If identified deficiencies are not corrected and finally accepted within 30-days prior to the termination of the 2-year* warranty period, the Town may correct all items related to the work and charge the Developer and/or Contractor for the work. (*Unless warranty period is specified to be over two years.)

119 WORK IN PUBLIC RIGHT-OF-WAY

119.01 Permit Required -- Right-of-Way Permit

1. It shall be unlawful for any person to perform work within a public right-of-way of the Town of Frederick without first obtaining permission from the Town of Frederick. If the work to be performed involves a Town of Frederick utility in a State of Colorado Highway right-of-way, both a right-of-way permit from the Town 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 Town on a form provided by the Town 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 Town. 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 Town.
2. The Town may require submittal of plans and specifications. No work shall commence until the Town 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.

119.02 Issuance of Permits

The Town may grant permits to work in, construct, or excavate within the public way or to close traffic lanes or work in connection with a Town 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 Town of Frederick for Class D public way contractors.

119.03 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 Town, 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 Town of Frederick 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.

119.04 Suspension or Revocation of Permits -- Stop Work Order

1. Any permit may be revoked or suspended by the Town and a stop work order may be issued after notice to the permittee for:
 - a. Violations of any condition of the Public Improvements Agreement, or of the approved construction drawings or specifications; or
 - b. Violation of any provision of these STANDARDS AND SPECIFICATIONS; or
 - c. Violation of any other ordinance of the Town, state law, or federal law pertaining to the work; or
 - d. 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.
2. A suspension or revocation by the Town 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 Town cancels the order in writing. A failure to abide by the terms of the suspension or revocation will be considered a violation of Town code.
3. 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 Town.

119.05 Application Form

1. Application for a permit to work in the public way shall be made on an original form provided by the Town 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 Town 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.

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

119.06 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 Town. Failure to comply with this provision shall be grounds for a revocation of the permit and the issuance of a stop work order.

119.07 Guarantee

1. 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 Town of Frederick 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.
2. 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 Town 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 Town shall submit a letter to the permittee describing the default or non-conformance at least 10 days prior to authorizing Town personnel to



perform suitable repairs and reconstruction. Town 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 Town to accomplish the work in a safe and timely manner.

119.08 Performance

1. Inspection.
 - a. 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 Town may notify the permittee of any needed repairs. Such repairs shall be completed within 24-hours if the defects are determined by the Town to be an imminent danger to the public health, safety, and welfare. Non-emergency repairs shall be completed within 10-days after notice.
 - b. The permit fee, except for one hundred and fifty dollars (\$150.00), will be refunded up to 30-days after the permitted work is approved by the Town. If the work is inspected and accepted by the Town after the permit expires the permit fee, except for one hundred and fifty dollars (\$150.00), will be refunded up to 30-days after the permit expiration.
2. Barricading and Traffic Control.
 - a. 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 Town reserves the right to require longer lead times if it deems necessary.
 - b. All work within the roadway shall take place between 8:00 AM and 4:00 PM unless otherwise stipulated on the right-of-way permit.
 - c. As directed by the Town, 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.
 - d. 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 Town 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.

3. Removal of Safety Devices or Barricades.
 - a. 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 Town.

120 OTHER PERMITS

This section discusses only those permits and agreements which may be required by the Town of Frederick 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 Town permits (for example; building permits, tap permits, etc.) or permits which may be required by other government entities (for example; CDOT, FEMA, EPA, etc.).

120.01 Grading Permit

The fee for this permit shall be as established by Town Code. This permit is required if any owner/developer wishes to begin grading within a particular development before the public improvements agreement is executed and good and sufficient surety is provided to the Town. It should be noted that the Town is under no obligation to issue a grading permit prior to the execution of the public improvements agreement. However, if the Town has approved the 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 Town may issue a land disturbance permit. In addition, the owner/developer will be required to sign a letter acknowledging that he is doing the 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 grading permit, all provisions of these STANDARDS AND SPECIFICATIONS shall be complied with.

120.02 Temporary Water Service Permit

All water used in the Town for construction purposes is to be metered and charged to the user. The application for temporary water service shall be made at the Town's Utility Division. The application and fee for each temporary meter shall be in accordance with Frederick Municipal Code. A deposit must be made to the Town 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 the Fee Schedule. In the event a water metering device



cannot be provided to the applicant by the Town other means will be established by the Town to estimate water usage.

121 DEFINITIONS/RESPONSIBILITIES

1. APPROVED PLAN shall mean the latest revised construction plan approved by the Town, or other approval authority.
2. CONTRACTOR shall mean, a person, partnership, or corporation duly authorized to perform work or licensed and bonded in the Town in accordance with the Town Code.
3. DEVELOPER shall mean any person, partnership, joint venture, limited liability company, association, or corporation who participates as owner, promoter, developer, or sales agent in the planning, platting, developing, promoting, selling, or leasing of a development.
4. DESIGN ENGINEER shall refer to the engineer responsible for the design, plans and specifications of a project.
5. 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.
6. 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 Town Representative is intended. Similarly, the words “approved”, “acceptable”, “satisfactory” shall refer to approval by the Town Representative.
7. OWNER shall mean a person, company, firm, or corporation holding title to land that is being developed or modified within the Town.
8. PROFESSIONAL ENGINEER shall refer to a registered engineer licensed with the State of Colorado.
9. PUBLIC IMPROVEMENTS include: all work in the public right-of-way, Town property, easements dedicated to the Town, private property that will become Town property or an easement to the Town in the future, and projects or utilities that will become the Town’s responsibility to maintain.
10. STANDARDS AND SPECIFICATIONS shall refer to the Standards and Specifications for the Town of Frederick.
11. SUBCONTRACTOR Any person, company, firm, or corporation licensed and bonded in the Town in accordance with the Town 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.



12. 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)
13. TESTING AGENCY Any individual, partnership, or corporation which is qualified and licensed to perform the required sampling, analysis, testing, and professional recommendation service.
14. TOWN shall mean the Town of Frederick, in the State of Colorado, acting by and through the Town Manager, Mayor, and Town Council.
15. TOWN CODE shall mean the official adopted Town Code of Frederick, Colorado
16. TOWN ENGINEER shall mean the current person, firm, or corporation representing the Town on the subject property.
17. TOWN REPRESENTATIVE shall mean the Public Works Director/Town Engineer or an authorized representative acting on behalf of the Town on the subject project.
18. TRAFFIC ENGINEER shall mean the Traffic Engineer of the Town.

122 REFERENCES

Standards Referenced in Section 100:	
Standard	Title
Public Law 91-596	Occupational Safety and Health Act of 1970
29 CFR 1910	General Industry Safety and Health Standards
29 CFR 1926	Construction Industry Safety and Health Standards
29 CFR 1904	Recording and Reporting Occupational Injuries and Illnesses
49 CFR	Transportation

