CHAPTER 1 GENERAL REQUIREMENTS

1.1. AUTHORITY AND PURPOSE

1.1.1 TITLE

These regulations, together with all future amendments, shall be known as the City of Northglenn PUBLIC RIGHT-OF-WAY STANDARDS AND SPECIFICATIONS, Latest Edition, and may be cited as such and will be referred to herein as the STANDARDS AND SPECIFICATIONS.

1.1.2 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.

1.1.3 AUTHORITY

These STANDARDS AND SPECIFICATIONS have been enacted pursuant to the City of Northglenn Municipal Code (Municipal Code) 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.

1.1.4 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 ensure 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 ensure 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.

1.1.5 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 ensure compliance with these STANDARDS AND SPECIFICATIONS.

1.1.6 ENFORCEMENT RESPONSIBILITY

It shall be the duty of the Public Works Director or designee to enforce the provisions of these STANDARDS AND SPECIFICATIONS.

1.1.7 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 Public Works Director or designee may order the work stopped by a written notice in accordance with Section 1.2.6.4 of these STANDARDS AND SPECIFICATIONS.

1.1.8 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.
1.1.9  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 Public Works Director or designee. It is the responsibility of the Consultant/ Contractor/ Developer to obtain all revisions to these STANDARDS AND SPECIFICATIONS.

1.1.10  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.

1.1.11  DEFINITIONS

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

CONTRACTOR - shall mean a person, partnership, company, firm or corporation licensed and bonded in the City in accordance with the Municipal Code, responsible to provide all materials and labor to complete in place all components associated with a specific project.

CITY REPRESENTATIVE - shall mean the Director of Public Works or the Director of Public Works’ authorized representative acting on behalf of the City.

DESIGNATED PRIVATE CONSTRUCTION WORK - 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.

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

DISTRIBUTION SYSTEM - mains of twelve-inch (12”) and smaller diameter, together with all appurtenant and necessary valves, fire hydrants, taps, meters, service pipes and associated materials, property and equipment receiving potable water from large conduits and distributing it to individual consumers.

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.

INSPECTOR - shall mean the authorized representative of the Director of Public Works at the site of the work.

MAY - will be interpreted as being permissive.
MUNICIPAL CODE - shall mean the official adopted Municipal Code of Northglenn, Colorado.

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

PUBLIC IMPROVEMENTS - 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.

SERVICE AREA - shall mean the area, whether inside or outside City limits, that receives water and sanitary sewer utility service from the City of Northglenn.

SERVICE LINE - all pipe, fittings and appurtenances of the licenses for conveying water from distribution mains to the premises.

SHALL - will be interpreted as being mandatory.

STANDARDS AND SPECIFICATIONS” are used it shall be understood that reference is made to the “City of Northglenn”, Standards and Specifications for the Design and Construction of Public Improvements.

SUBCONTRACTOR - any person, partnership, company, firm or corporation licensed and bonded in the City in accordance with the Municipal 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)

TAP - shall mean the physical connection to the potable water or sanitary sewer system of the City of Northglenn.

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 Director of Public Works or the Director of Public Works’ authorized representative acting on behalf of the City.

UTILITY SYSTEM - shall include all water and sanitary sewer facilities owned by the City of Northglenn, including but not limited to, water and sewer mains, fire hydrants, service lines from tap through the meter pit or vault and pump stations.
### 1.1.12 ABBREVIATIONS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
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<td>ACI</td>
<td>American Concrete Institute</td>
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<td>AISC</td>
<td>American Institute of Steel Construction</td>
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<td>ANSI</td>
<td>American National Standards Institute</td>
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<td>APWA</td>
<td>American Public Works Association</td>
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<td>ASA</td>
<td>American Standards Association</td>
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<td>ASTM</td>
<td>American Society for Testing and Materials</td>
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<td>ATSSA</td>
<td>American Traffic Safety Services Association</td>
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<td>AWWA</td>
<td>American Water Works Association</td>
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<tr>
<td>CDOT</td>
<td>Colorado Department of Transportation</td>
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<tr>
<td>CMP</td>
<td>Corrugated Metal Pipe</td>
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<tr>
<td>CMPA</td>
<td>Corrugated Metal Pipe Arch</td>
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<tr>
<td>CUHP</td>
<td>Colorado Urban Hydrograph Procedure</td>
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<tr>
<td>CWCB</td>
<td>Colorado Water Conservation Board</td>
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<tr>
<td>DIP</td>
<td>Ductile Iron Pipe</td>
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<tr>
<td>DRCOG</td>
<td>Denver Regional Council of Governments</td>
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<tr>
<td>FEMA</td>
<td>Federal Emergency Management Agency</td>
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<td>FHWA</td>
<td>Federal Highway Administration</td>
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<tr>
<td>FIRM</td>
<td>Flood Insurance Rate Map</td>
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<tr>
<td>HERCP</td>
<td>Horizontal Elliptical Reinforced Concrete Pipe</td>
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<tr>
<td>IMSA</td>
<td>International Municipal Signal Association</td>
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<td>ITE</td>
<td>Institute of Transportation Engineers</td>
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<td>MUTCD</td>
<td>Manual on Uniform Traffic Control Devices</td>
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<td>NEC</td>
<td>National Electric Code</td>
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<td>NEMA</td>
<td>National Electric Manufacturers Association</td>
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<td>NFIP</td>
<td>National Flood Insurance Program</td>
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<td>NPDES</td>
<td>National Pollution Discharge Elimination System</td>
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<tr>
<td>ODP</td>
<td>Official Development Plan</td>
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<tr>
<td>OSHA</td>
<td>Occupational Safety and Health Association</td>
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<tr>
<td>PDP</td>
<td>Preliminary Development Plan</td>
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<tr>
<td>PUD</td>
<td>Planned Unit Development</td>
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<tr>
<td>PVC</td>
<td>Polyvinyl Chloride</td>
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<tr>
<td>RCBC</td>
<td>Reinforced Concrete Box Culvert</td>
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<tr>
<td>RCP</td>
<td>Reinforced Concrete Pipe</td>
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<tr>
<td>ROW</td>
<td>Right-of-Way</td>
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<tr>
<td>SCS</td>
<td>Soil Conservation Service</td>
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<td>SPP</td>
<td>Structural Plate Pipe</td>
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<td>SPPA</td>
<td>Structural Plate Pipe Arch</td>
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<tr>
<td>UDFCD</td>
<td>Urban Drainage and Flood Control District</td>
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<tr>
<td>UNCC</td>
<td>Utility Notification Center of Colorado</td>
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<tr>
<td>USDCCM</td>
<td>Urban Storm Drainage Criteria Manual (MANUAL)</td>
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<tr>
<td>USGS</td>
<td>United States Geological Survey</td>
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1.2. GENERAL CONDITIONS

1.2.1 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 the Municipal Code pertaining to responsibility for reports, studies, designs, and construction.

1.2.2 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.

1.2.3 WORK CONDITIONS

1.2.3.1. Pre Design and Investigative Work

Contractor shall coordinate with the City prior to the commencement of all pre design work inside the City Right Of Way. Contractor shall be responsible for the cost of all City locates including but not limited to water, sewer and traffic signals for all pre design and investigative work. Contractor will be required to pull all applicable permits for pre design and investigative work inside City Right Of Way. Contractor shall remove all utility locate marks at the sole discretion of the Public Works Director or designee.

1.2.3.2. 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.

1.2.3.3. 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. The contractor shall remove all utility locate marks at the sole discretion of the Public Works Director or designee. Additional street sweeping may be required at the sole discretion of the Public Works Director or designee. All final clean up and restoration work to be completed in a timely fashion as determined by the Public Works Director or designee.

1.2.4 CONTROL OF WORK AND MATERIALS

1.2.4.1. Authority of City

The City will have the authority to stop work whenever such stoppage may be deemed necessary. The Public Works Director 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 Public Works Director 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.

1.2.4.2. 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.

1.2.4.3. 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.

1.2.4.4. 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.

1.2.4.5. 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.

1.2.4.6. **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.

1.2.5 **PROTECTION OF PUBLIC INTERESTS**

1.2.5.1. **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.

1.2.5.2. **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 a 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.

1.2.5.3. 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/she 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.

1.2.5.4. 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
- Public Liability, bodily injury single limit or equivalent, each accident $1,000,000

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.

1.2.5.5. 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.

1.2.6 WORK IN PUBLIC RIGHT-OF-WAY

1.2.6.1. Permit Required -- Right-of-Way Permit

It shall be unlawful for any person to perform work within a public way of the City of Northglenn without first obtaining a permit from the City of Northglenn.

The Contractor is responsible for obtaining all construction permits, licenses, governmental charges and inspection fees necessary for the prosecution of the Work. Construction permits are issued by the Department of Public Works. An application for work done under a specific 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 commencement of any 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.

Permits will only be issued to those registered contractors who have completed the following items:

a. Received Public Works Director or designee’s approval of project to be undertaken.

b. Provide Certificate of Insurance to hold City harmless in the event of any damage to person or property, listing the City of Northglenn as an additional named insured, as more fully described hereof.

c. Furnish a financial guarantee to the Department of Public in the total value of the work to be performed in the City of Northglenn.

d. Pay the Permit fees.

e. Reviewed the latest version of the "City of Northglenn Public Right-of-Way Standards and Specifications".

1.2.6.2. **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. All permits shall be issued according to the provisions of the Municipal Code.

Permits will not be issued to contractors with outstanding financial obligations to the Department. Permits shall be valid only during dates listed thereon. No work shall commence without a permit. The Inspector shall have the right to issue a stop work order to all projects not having a valid permit.

1.2.6.3. **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 Northglenn's Public Works Department and any other affected utility company for field location of any utility lines which may be in the vicinity of the work.

1.2.6.4. **Suspension or Revocation of Permits -- Stop Work Order**

Any permit may be revoked or suspended by the City 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 City, 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 safety or serious damage to property.

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 the Municipal Code.

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.

1.2.6.5. Application Form

Application for a permit to work in the public right-of-way shall be made on an original form or electronically as 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.

1.2.6.6. 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.

1.2.6.7. 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 two years 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 two-year warranty/maintenance period and to hold harmless the City of Northglenn for any and all claims arising from such work.

If repairs are required during the subsequent two-year warranty period, those repairs need only be guaranteed until the end of the initial two-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 two-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.

1.2.6.8. Performance

1.2.6.8.1 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 two-year warranty period. At any time prior to completion of the two-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.

1.2.6.8.2 Barricading and Traffic Control

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.
permit. The City reserves the right to require longer lead times if it deems necessary.

All work within the roadway shall take place between 8:30 a.m. and 3:30 p.m. for arterials and 8:30 a.m. and 5:30 p.m. for collector and residential streets unless otherwise stipulated on the right-of-way permit.

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.

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.

1.2.6.8.3 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.

1.2.7 OTHER PERMITS

This section discusses only those permits and agreements which may be required by the City of Northglenn 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.).

1.2.7.1 Grading Permit

The fee for this permit shall be as established by the Municipal 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 grading 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 grading 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 grading permit, all provisions of Section 1.2.8.2 of these standards and specifications shall be complied with.

1.2.7.2. **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 with the Right-of-Way Inspector. The application and fee for each temporary meter shall be in accordance with the 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 the Municipal 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.

1.2.8 **IMPROVEMENTS AGREEMENT**

1.2.8.1. **Definition**

An improvements agreement is a written contract between the developer/owner and the City of Northglenn 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 agreement addressing “public improvements” and an agreement 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. In addition, these agreements will identify any outstanding obligations of the developer/owner to any adjacent property developers/owners or to 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.

1.2.8.2. **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 100 percent of the total estimated cost of all public improvements and private improvements in areas of common ownership with respect to a specific project.

1.2.8.2.1 **Types of Surety**
There are three 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.

   a. Annual bonds in the total value of the work to be performed in one calendar year will be acceptable. Annual bonds are only good for the year in which they are executed. New annual bonds will be required for each year.

3. Cash.

1.2.8.2.2 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.