

**DIVISION 1 – GENERAL REQUIREMENTS****1. GENERAL PROVISIONS**

The provisions stipulated in this section are general in nature and shall be considered as applicable to all parts of these Standards, including any supplements and revisions as allowed by Town ordinances and regulations.

**2. PURPOSE**

The purpose of these Standards 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, wire utilities, streets, pedestrian facilities, open space, parking lots, and appurtenances thereto.

The purpose of these Standards is also to ensure that the Town 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. Also, to ensure that when said facilities are transferred to the Town'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 while protecting public and private interests.

**3. APPLICABILITY**

Any reference to Town Standards, construction regulations, or the like in any Town ordinance, contract, policy, permit, license or regulations shall be deemed to mean these Standards. These Standards shall apply to construction, enlargement, alteration, moving, removal, conversion, demolition, repair, and excavation of any Public Improvements or private improvements of common ownership specifically regulated herein. The provision of these Standards applies to Town contracts, utility extension agreements, and contracts made for the development of property in the Town. In the case of Town capital improvement contracts, the project specifications may supersede or modify these Standards. Alterations, additions or repairs to existing improvements shall comply with all requirements of these Standards unless specifically exempted, in writing, by the Town. The Town retains the right to require additional information, criteria, or requirements as conditions may warrant. In instances where provisions of Town ordinances are inconsistent with these Standards, the stricter regulation shall prevail.

Wherever the words "these specifications", "Standards and Specifications", "Standards" or words of similar connotation are used, it shall be understood that reference is made to the Town of Ridgway, Standard Specifications and Typical Drawings for Infrastructure Design and Construction, including all parts, supplements and revisions pertaining thereto.

Whenever references are made to standard specification, methods of testing materials, codes, practices and requirements, it shall be understood that the latest revision of said references shall govern unless a specific revision is stated.

**4. INTERPRETATION**

In the interpretation of the provisions of these Standards the following shall govern:

**4.01.** In its interpretation, the provisions of these Standards 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 Town and the general public.

**4.02.** Whenever a provision of these Standards 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.

**4.03.** These Standards 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. 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 Encroachment and Excavation Permit or commencement of construction activities, or the improvements are not substantially complete, the Town shall have the right to require another review process for the plans, specifications, and reports to ensure compliance with these Standards.

**4.04.** The Town shall not act arbitrarily and shall take care to fairly interpret and enforce the requirements in these Standards and in the Town code and regulations. In addition, the Town shall not take actions beyond what is required in these Standards, the Town Code and regulations unless it is to protect the health, safety, and welfare of the public.

**4.05.** Where there is a conflict between these General Requirements, Technical Specifications, and Typical Drawings, the conflict should be promptly called to the attention of the Town and the Town will determine the resolution. In general, the more stringent standard shall apply. Where there are conflicts between the technical specifications and the typical drawings, the typical drawings will generally be the governing requirement

**5. AMENDMENTS AND REVISIONS**

These Standards may be amended from time to time in accordance with the Town Charter. It is the responsibility of the Responsible Party to obtain all revisions to these Standards.

**6. DEFINITIONS AND ABBREVIATIONS**

**6.01.** Definitions: Wherever the following words, phrases or abbreviations appear in the specifications, they shall have the following meanings:

AIR GAP shall mean the unobstructed vertical distance through the free atmosphere between the lowest opening of the potable water system feeding into a vessel and the flood level of the vessel.

BACKFLOW shall mean the undesirable reversal of the direction of flow in the potable water supply.

BACKFLOW PREVENTION DEVICE shall mean a device or means designed to prevent backflow or backsiphonage.

BACKPRESSURE shall mean a condition that results when the downstream pressure in a system connected to the potable water supply exceeds the upstream pressure of the potable water supply.

BACKSIPHONAGE shall mean a type of backflow created by negative pressure or sub-atmospheric pressure in the potable water supply.

CONTRACTOR shall mean a person, partnership, or corporation responsible to construct improvements (facilities, infrastructure, etc.) to be dedicated to the Town for ownership or maintenance or to be constructed in a Town right of way or easement.

CROSS-CONNECTION shall mean a link, connection, or channel between a source of a non-potable substance and a potable water supply.

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.

DEVELOPER shall mean the person, partnership, or corporation responsible for financial obligations to provide improvements for the Town's continued ownership and maintenance or to be constructed in a Town right of way or easement.

DEVELOPER'S ENGINEER shall mean a duly registered professional engineer in the State of Colorado employed by the Developer to prepare the required engineered drawings and documents for the construction of improvements for the Town's continued ownership and maintenance or to be constructed in a Town right of way or easement.

DEVELOPER'S REPRESENTATIVE shall mean any person or persons authorized by the Developer to act on behalf of the Developer.

DOUBLE CHECK VALVE ASSEMBLY shall mean an assembly of two independently operating check valves between two tightly closing shut-off valves with four properly located test cocks for the testing of each check valve.

ENGINEER shall mean a duly registered professional engineer in the State of Colorado.

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.

GRAVITY GREASE INTERCEPTOR (GGI) shall mean a plumbing appurtenance or appliance that is installed in a wastewater drainage system to separate non-petroleum fats, oils, and greases (FOG's) and solid food particles from wastewater and is identified by outdoor (usually below grade) installation, 300-gallon minimum volume, 30-minute minimum retention time, baffles, a minimum of two compartments, and gravity separation.

GREASE TRAP shall mean a generic term used to refer to all forms of grease separation and retention, no longer officially used in codes and standards.

HYDROMECHANICAL GREASE INTERCEPTOR (HGI) shall mean a plumbing appurtenance or appliance that is installed in a wastewater drainage system to separate non-petroleum fats, oils, and greases (FOG's) from wastewater and is identified by indoor installation, separation and retention efficiency, and flow rate. The design incorporates air entrapment, hydromechanical separation, internal baffling and/or barriers in combination or separately, and one of the following:

1. External flow control with air intake, directly connected
2. External flow control without air intake (vent), directly connected
3. Without external flow control, directly connected
4. Without external flow control, indirectly connected.
5. Certified under PDI G-101 and ASME A112.14.3

INSPECTOR shall mean an authorized representative of the Town and/or Town's Engineer working on behalf of the Town.

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

OWNER'S REPRESENTATIVE (OR) shall mean any person or persons (including Engineer) authorized by the Owner acting on behalf of the Owner.

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.

RECORD DRAWINGS shall mean a set of drawings prepared by a registered Professional Engineer in the State of Colorado which reflect the information of record for construction of any public improvements. Commonly referred to as "As-Builts".

REDUCED PRESSURE ZONE ASSEMBLY shall mean an assembly of two independently operating check valves with a hydraulic automatic operating differential relief valve between the two check valves and located between two tightly closing shut-off valves with four properly located test cocks.

RESPONSIBLE PARTY: These Standards are for the Design and Construction of Public Improvements and improvements in public rights of way, Town property and easements, and private property of common ownership. Therefore, the Responsible Party shall be anyone liable for the design and/or construction of public improvements projects related to these Standards and Specifications and may include but not be limited to the Contractor, Developer, permittee, builder, Engineer, consultant, and Owner.

SUBCONTRACTOR shall mean any person, company, firm, or corporation performing work within the Town limits which has a direct or indirect contract with the Responsible Party or other subcontractors 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 that is bound with and for the Responsible Party for the performance of the Work as described in these specifications. (Bonded)

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

TOWN shall mean Town of Ridgway, Colorado. When referencing an individual, the Town shall mean a designee of the Town Council.

TOWN CODE shall mean the official adopted Town of Ridgway Municipal Code of Ridgway, Colorado.

TOWN ENGINEER shall mean the Town Engineer, Town of Ridgway, Colorado, or his authorized representatives acting on behalf of the Town.

TOWN REPRESENTATIVE shall mean the Town Manager or his/her authorized representative acting on behalf of the Town.

TOWN STANDARDS shall mean Town of Ridgway’s Standard Specifications and Typical Drawings for Infrastructure.

UTILITY shall include the water and sewer utilities of the Town of Ridgway and all other utilities (e.g. power, telephone, fiber, cable, gas, etc.) provided by other entities.

VACUUM BREAKER shall mean a device designed to prevent backsiphonage.

WORK shall mean furnishing all labor, materials, equipment, support services and incidentals to successfully complete all design and construction needed for the project consistent with the Town Standards and approved project plans and including all associated items such as but not limited to notifications, submittals, testing, safety precautions, and record drawings.

**6.02.** Abbreviations: Wherever any of the following abbreviations appear, they shall have the following meaning:

AASHTO	American Association of State Highway and Transportation Official
ACI	American Concrete Institute
ADA	American 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
C.	Centigrade
CDPHE	Colorado Department of Public Health and Environment
CDOT	Colorado Department of Transportation
CMP	Corrugated Metal Pipe
CMPA	Corrugated Metal Pipe Arch

**DIVISION 1**

**GENERAL REQUIREMENTS**

CUHP	Colorado Urban Hydrograph Procedure
CWCB	Colorado Water Conservation Board
DIP	Ductile Iron Pipe
EPA	US Environmental Protection Agency
F.	Fahrenheit
Fc	Footcandles
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Map
"Green Book"	AASHTO's "A Policy on Geometric Design of Highways and Streets"
HERCP	Horizontal Elliptical Reinforced Concrete Pipe
HDPE	High Density Poly-Ethylene
HPPS	Handbook for Public Playground Safety
IAAF	International Amateur Athletic Federation
IMSA	International Municipal Signal Association
ISO	Insurance Service Office
ITE	Institute of Transportation Engineers
MUTCD	Manual on Uniform Traffic Control Devices
NFIP	National Flood Insurance Program
NPDES	National Pollution Discharge Elimination System
OR	Owner's (Town's) Representative O&M Operation and Maintenance
OSHA	Occupational Safety and Health Association
PUD	Planned Unit Development
PVC	Polyvinyl Chloride
RCP	Reinforced Concrete Pipe
ROW	Rights-of-Way
SCS	Soil Conservation Service
UNCC	Utility Notification Center of Colorado
USDCM	Urban Storm Drainage Criteria Manual (MANUAL)
USC FCCCHR	University of Southern California Foundation for Cross-Connection Control and Hydraulic Research
USGS	United States Geological Survey

**7. ENFORCEMENT**

**7.01. Authority of the Town**

- A. The Town Engineer or Town’s Representative designated by the Council shall have the authority on behalf of the Town to ascertain that all design and construction of infrastructure, surface improvements, and facilities are at least equal to the minimum requirements set forth in the Town Standards and in other known applicable State and Federal requirements.
- B. The Town will resolve all questions that arise as to the quality and acceptability of designs proposed, materials furnished, work performed, interpretation of the plans and specifications, and acceptable fulfillment of the requirements of the Town standards.
- C. The Town reserves the right to provide full-time or part time construction inspection (Town representative) of all infrastructure and improvements which the Town will ultimately own and/or

maintain or which is located in Town easements or rights of way. The cost of such inspection will be charged to the Responsible Party at a predetermined hourly rate. Any concerns from the Responsible Party will be reviewed promptly by the Town.

- D. The Town's representative, if provided, is there to ensure that the work complies with these Standards and the approved project plans. The Town's representative has the authority to reject defective material, defective workmanship, and to suspend work until such time as the Responsible Party shall correct the situation in question, subject to final decision by the Town.
- E. The Town's representative is 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 Town's representative is not authorized to revoke, alter, or waive any requirements of these Standards. They are authorized to call the attention of the Responsible Party to any failure of the work or materials to conform to these Standards. The Town's representative will have the authority to reject materials until the Town resolves any and all questions at issue.
- F. The Town and its representative will, at all times, have reasonable and safe access to the work whenever it is in preparation or progress and the Responsible Party will provide proper facilities for such access and inspection.
- G. The Town will have the authority to stop work whenever such stoppage may be deemed necessary.
- H. The Town's representative will, in no case, act as foreman or perform other duties for the Responsible Party nor interfere with the management of the Work performed by the Responsible Party. Any "advice" or "opinion" which the Inspector may give the Responsible Party will not be construed as binding upon the Town Representative or the Town in any way or release the Responsible Party from fulfilling all of the terms of these Standards and the approved plans. The presence or absence of the Town's representative will not relieve, in any degree, the responsibility or the obligation of the Responsible Party.
- I. The Developer and/or the Developer's Engineer may assign an inspector to check any and all Work, including materials to be incorporated in the Work, and all construction methods and practice at his or the Developer's expense. The Developer's inspector will not reduce or eliminate the Town's ability to inspect the Work or enforce compliance with the approved construction documents and the Town's Standards and to assess the charges for such inspection and enforcement to the Developer or Responsible Party.

**7.02.** Violations: No person, firm, or corporation shall construct, enlarge, alter, repair, move, 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. Whenever any work is being done contrary to the provisions of these Standards, the Town's representative may order the Work stopped by a written notice in accordance with Section 16 of these Standards.

**7.03.** Deviations

- A. The provisions of these Standards 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.

- B. Whenever there are practical difficulties involved in carrying out the provisions of these procedures not created by the Responsible Party, the Town may grant a deviation 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 deviation does not lessen any design requirements or any degree of structural or operational integrity. The Responsible Party shall provide the Town with sufficient specifications, evidence, justification, calculations, and/or proof to substantiate any claims that may be made regarding the hardship and alternate material, detail, or technique. The Town, in its sole discretion, will decide upon the acceptability of any proposed deviation.

## **8. RESPONSIBLE PARTY RESPONSIBILITIES**

**8.01.** It shall be the responsibility of the Responsible Party and his representatives to read and fully comply with all the provisions of the Standards and all laws and regulations that apply to local and state agencies. The Responsible Party is responsible for ensuring that all construction and construction activities and materials are in compliance with these Standards.

**8.02.** The Responsible Party shall take such precautions as may be necessary to provide a safe work environment, prevent damage to the project and other properties, provide for public safety, normal drainage, and erect any necessary barricades, signs, or other facilities at his expense as required by these Standards and good construction practice.

**8.03.** The Responsible Party shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and shall be responsible for the acts and omissions of his employees, Subcontractors, and their agents and employees.

**8.04.** The Responsible Party shall be solely responsible for locating all existing underground installations, including service connections, in advance of excavating. Town maps and databases are intended to be used for general information only, and the location of any utilities or property lines as found on the maps or databases shall be verified in the field prior to proceeding with design where interferences may occur or with work in the area as applicable.

**8.05.** The Responsible Party shall conduct all his activities in a manner that protects all existing infrastructure and improvements.

**8.06.** The Responsible Party agrees to indemnify and hold harmless the Town, its officers, employees, consultants, insurers, and self-insurance pool, from and against all liability, claims, actions, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, violation of statute, ordinance, or regulation or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Contractor error, mistake, negligence, or other fault of ++the Responsible Party, any Subcontractor of the Responsible Party, or any officer, employee, representative, or agent of the Responsible Party or of any Subcontractor of the Responsible Party, or which arise out of any workmen's compensation claim of any employee of the Responsible Party or of any employee of any Subcontractor of the Responsible Party. The Responsible Party agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Responsible Party. The Responsible Party also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees,



whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. Responsible Party shall procure and maintain, and shall cause any Subcontractor of the Responsible Party to procure and maintain, the minimum insurance coverages listed below. The Responsible Party shall not allow any Subcontractor to commence Work on this project until all similar insurance required of the Subcontractor has been obtained and approved. For the duration of his Work, the Responsible Party must maintain the insurance coverage required in this section. Such coverages shall be procured and maintained with forms and insurers acceptable to Town. All coverages shall be continuously maintained from the date of commencement of Work to cover all liability, claims, demands, and other obligations assumed by the Responsible Party. The Responsible Party shall provide a Certificate of Insurance with the Town, its officers, employees, consultants, insurers, and self-insurance pool as additional insured. Limits of insurance shall be consistent with those required for an Encroachment Permit.

**8.07.** The Responsible Party shall provide proper and safe conditions for inspection of the Work.

**8.08.** The Responsible Party shall arrange and pay for all testing required to demonstrate Work and materials conform with the Town Standards.

**8.09.** The Responsible Party shall not cover or enclose work until inspected and tested in the presence of the Town's representative. When tests and inspections are complete, they shall be checked and approved by the Town. Should any work be enclosed or covered up before such inspection, testing and approval, if requested by Town, the Responsible Party shall at his expense uncover work unless the Responsible Party has given the Town timely notice of Responsible Party's intention to cover the same and the Town has not acted with reasonable promptness in response to such notice. If any Work is covered contrary to the Town's request, the Work must be uncovered by the Responsible Party for Town's observation and replaced at Responsible Party's expense. After inspection testing, and approval, Responsible Party shall make all repairs as necessary to restore all work disturbed by him to its original condition.

**8.10.** If Work is performed during non-regular hours as defined in Paragraph 13.01 without authorization of Town and Work is covered during that period, Work must, if requested by the Town, be uncovered for Town's observation and replaced at Responsible Party's expense in accordance with paragraph 7.09.

**8.11.** The Responsible Party shall provide and maintain adequate water service for drinking and sanitation purposes, as well as for construction purposes at the job site throughout the duration of construction. He/she shall also provide proper sanitary facilities, as and where needed, for the duration of the construction.

**8.12.** The Responsible Party shall be required to provide adequate construction signing, flagmen, barricades, etc. to warn vehicular and pedestrian traffic of work in progress, obstacles, etc., and divert traffic as may be required in the course of construction. All signing and traffic control shall be subject to approval of the Town Marshall and generally in accordance with the Manual of Uniform Traffic Control. When specifically authorized by the Town Marshall, portions of a street may be allowed to be partially closed to traffic for construction, though typically not more than one half the street at the time. Responsible Party shall make every attempt to minimize time of such closures. In addition to the requirements listed below under "Disruption of Service", Section 14.02 it shall be the responsibility of the Responsible Party to notify the Marshall, Sheriff, Fire, Ambulance, and other applicable emergency services at least 24 hours prior to such closures.

**8.13.** The Responsible Party shall provide submittal information including samples, drawings, reports, field notes, cutsheets, certifications, and data as appropriate on all specific materials to be supplied for review and approval by the Town for conformance with Town Specifications. Samples shall be collected, stored and

tested in accordance with methods in these Standards, or if not addressed in these Standards, as specified by the Town. Tests of materials shall be by an entity acceptable to the Town. Materials for construction shall not be purchased prior to such approval. Shop drawings shall be provided for major mechanical installations such as lift stations, pressure reducing stations, etc. Shop drawings shall be of a scale sufficiently large to show all pertinent features of the item and its layout, setting, method of connection, etc. to the Work.

**8.14.** Responsible Party agrees to properly maintain his Work and shall be responsible to repair any damages to Town or private property, street surfaces or improvements which impacted or are caused in any manner by the Responsible Party's Work including off site impacts.

## **9. PLANS FOR REVIEW**

**9.01.** The Developer or other Responsible Party shall submit to the Town for review and approval completed plans and specifications for any proposed improvements including water, sanitary and storm sewer, streets, walks, parks, wire utilities, etc. that will become the ongoing ownership and/or maintenance of the Town or be constructed on Town property or in a Town right of way or easement. The Responsible Party will be provided with written comments and questions which result from the Town's review. Unless the requirement is waived by the Town, plans and specifications shall be prepared and stamped by an Engineer.

**9.02.** Plans shall include an overall plan which shows lots and blocks to be served and the locations of all utilities to be constructed. Reference to the sheet which contains the detail for the area shall also be shown.

**9.03.** Detail plans for all infrastructure and surface improvements shall have a minimum scale of 1 inch equals 50 feet unless the minimum lot size is larger than 3.0 acres in which case the minimum scale shall be 1 inch equals 100 feet. The scale in all cases should be sufficient to clearly illustrate the Work. Utilities should be color coded on the plans per the colors required by UNCC with lot lines and building footprint in faded background line types on utility plans. Plan view drawings shall include at least 2 foot contours to show overall topography of the lots to be served and the existing and proposed topography of the streets and drainage. Water plans shall show the location, dimension, and grades of the existing and proposed water mains, valves, fittings, hydrants, and other appurtenances, and all service lines with reference to property lines and stationing. Profiles shall be required, unless waived by the Town on an individual project basis for very short extensions. Roads and sewer lines shall have the same minimum scale and shall include both plan and profile on the same page and at related scales. Profile drawings should show all taps and crossings (including all utility mains and service lines, culverts, storm sewers etc.). Sewer plans shall show location, dimensions, stationing, and grades of mains, manholes, taps, and appurtenances. Street plans shall include locations, stationing, dimensions, and grades for centerline and gutter or drainage. Monumentation of new streets shall include permanent centerline monuments which shall be shown on the plans. All other proposed improvements shall be shown on the plans as should all existing infrastructure and improvements.

**9.04.** Unless otherwise approved by the Town, utility lines and pipes shall be perpendicular or parallel to rights of way lines.

**9.05.** Detail drawings shall be of a scale sufficient to clearly describe the particular item. The type, size, approximate location and number of all known underground utilities shall be shown on all drawings.

**9.06.** Where materials to be furnished are other than those commonly used by the Town, the plan submittal should include specifications and support information for those materials so that the Town can

determine that the materials meet the intent of these Standards. The Responsible Party should be aware of and comply with the Operation and Maintenance submission requirements in Section 18.

**9.07.** The cost of development review and enforcement including but not limited to design review, legal review, and inspection of these Standards and related Town ordinances and regulations will be based on the Town Code as amended from time to time. Refer to the Ridgway Municipal Code for fees and out-of pocket costs the Town incurs including but not limited to for Engineers, technical review, attorney's fees and/or other reasonable expenses.

**9.08.** The Town shall review and return one copy of said plans (assuming more than one copy was submitted) with either a stamp of approval or a letter designating necessary revisions required to receive approval. Upon presentation of the plans revised as per this letter, the Town will approve the plans without undue delay unless there are other changes to the plans which create problems or the revisions are not re-submitted within 60 days in which case they will be re-checked as outlined in the next paragraph.

**9.09.** If resubmittal of plans is required, the resubmitted plans shall indicate all revisions (including those not requested by the Town) from the previous submittal. If the Town supplied written comments the Responsible party shall provide a letter explain how each question was addressed. It is suggested that the Responsible Party also provide a letter responding to each of the Town's verbal comments as well.

**9.10.** Construction plans approved by the Town shall be effective for a period of 12 months from the date of approval unless otherwise approved in writing by the Town. After 12 months, the documents for Work not yet constructed shall be subject to re-review by the Town to bring those portions of the documents into compliance with then current Town Standards and Drawings.

**9.11.** Where it is determined that utility lines are necessary to serve property beyond the subdivision or development in question, the Developer will be required to design, properly size, and construct the system to permit future extensions to be made at the limits of the subdivision or development in question. Public utility systems must be designed and constructed along roads and/or through the development to facilitate future extensions.

**10. RESPONSIBILITY FOR DESIGN AND CONSTRUCTION**

The Town shall have full authority to review and approve all submittals and construction for compliance with Town Standards. An approval or acceptance by the Town does not relieve the Responsible Party from responsibility for ensuring that the calculations, plans, specifications, construction, and Record Drawings are in compliance with these Standards. Any approval or acceptance by the Town shall not result in any liability to the Town or its employees and consultants for any claim, suit, loss, damage, or injury resulting from the use or implementation of the approved document.

**11. EASEMENT REQUIREMENTS**

**11.01.** The following are the minimum utility easement requirements adjoining a right of way:

Front	10'
Rear with alley	5'

**11.02.** Side and rear lot easements are required when there is a specific need.

**11.03.** For all other easements not adjoining a right of way, the following minimums are required:

Minimum	20'
For single subsurface utility	3 * invert depth
For ditches and drainages	12' + top bank width
For multiple sub-surface utilities	3' * the invert depth of deepest utility + 5' between each utility + meet requirements below for the distance to the edge of the easement.

**11.04.** Buried utilities shall be no closer than 1' horizontal from the edge of the utility easement for each foot of depth and no utility, ditch or drainage structure should be within 3' of the edge of an easement.

**11.05.** Minimum separation between water and non-potable lines shall be 10' consistent with the sanitary protection requirements in the Minimum Water (Chapter 2, Section 02712) and Minimum Sewer (Chapter 2 Section 02722) Standards.

**11.06.** Street right of way widths shall take into account the need for future, currently unanticipated, utilities.

**12. PRE-CONSTRUCTION MEETINGS**

**12.01.** Pre-Bid Meeting: On projects where the Responsible Party will be receiving bids, the Responsible Party is encouraged to have a meeting for interested bidders prior to receiving bids. The Responsible Party should invite all bidders and all utilities which are involved in the project to attend the meeting. One purpose of the meeting should include to make bidders aware of: the scope of the project, the site conditions, and Town requirements.

**12.02.** Pre-Construction Meeting: Unless the requirement is waived by the Town, a pre-construction meeting shall be held prior to commencing construction. In attendance shall be the Responsible Party, his Contractor including the on-site project superintendent and representatives of the Town as designated by the Town. Representatives of other utilities which will be impacted by the project shall be given notice of the meeting sufficiently in advance by the Responsible Party or his representative to reasonably allow their attending. The purpose of the meeting will be to review and coordinate construction schedules, review Town requirements during construction, address any questions, discuss anticipated problems, establish ground rules for working together, and develop an inspection schedule.

**13. NOTIFICATIONS BY RESPONSIBLE PARTY**

**13.01.** Notification prior to Work: The Responsible Party shall notify the Town at least three (3) working days before beginning any Work. If, for any reason, the Responsible Party should halt Work on a project during any stage of construction for more than one working day, it shall be the responsibility of the Responsible Party to notify the Town or its designated representative a day (orally or in writing) in advance of resuming construction.

**13.02.** Non-Regular Work Hours: If the Responsible Party intends to work non-regular work hours, Responsible Party shall notify the Town in writing and receive written approval at least 24 hours prior to such work, except in the event of an emergency. Failure to provide such notifications may provide sufficient cause for the suspension of the Project in accordance with Sections 13 and 16 below.

**13.03.** Emergency Notice: In the case of an emergency situation, the Responsible Party shall notify of the Town by contacting the on-call Town Representative, and then proceed to safely address the emergency situation(s). Once the emergency is safely addressed, work shall cease until proper notice can be given. The non-emergency Work will then proceed in accordance with a normal work schedule. If any Work is completed and covered without oversight by the Town, that Work shall, at the Town's request, be uncovered, at no expense to the Town, so that the Town can confirm the work was completed in accordance with the approved plans and these Standards.

**13.04.** Testing: The Responsible Party or his representative shall be responsible for providing notice to the Town at least 24 hours in advance of any testing which will be to demonstrate compliance with the plans and Town standards. A representative of the Town shall be present at all tests for conformance with the plans and specifications and Town Standards and where applicable shall determine where and how the tests are performed. Should the Responsible Party fail to provide such notification and a representative of the Town not be present during any testing, the tests shall be deemed to have been at the convenience of the Responsible Party rather than for acceptance by the Town. The Town shall have the right to require retesting including re-exposing the work should that be necessary to demonstrate conformance with approved plans and specifications and Town requirements.

#### **14. CONTROL OF WORK AND MATERIALS**

**14.01.** Work Hours: Except in an emergency, the Responsible Party shall not permit work to proceed in non-regular Town work hours or overtime work without Town's written consent given in accordance with Section 13.02 regarding notification of Non-Regular Work Hours above. The Responsible Party shall reimburse Town for all expenses of Town including construction observation and testing, incurred as a result of working during non-regular hours. Regular hours shall not exceed 8 hours in a 24-hour period (and shall typically conform to the Town's normal work hours) nor 40 hours in a seven-day period, nor include Saturdays, Sundays, or legal holidays. All other work hours shall be considered "non-regular".

**14.02.** Delivery and Storage of Materials: The Responsible Party shall arrange for delivery of materials, products and equipment to the project site in undamaged condition in manufacturer's original, unopened containers or packaging, with identifying labels intact and legible. The Responsible Party shall store and handle products in accordance with manufacturer recommendations, referenced standards, and as specified in the specifications in a manner to protect from damage by moisture, weather, abuse, construction operations, etc. Materials shall 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 must at that time meet all requirements of these Standards at the time they are used. Stored materials shall be located so as to facilitate inspection. The Responsible Party shall be responsible for providing adequate storage and protecting stored materials at his expense. All Federal, State, and Local requirements pertaining to storage and handling of materials must be followed.

#### **14.03. Work Conditions**

- A. Protect Public Safety: The Responsible Party shall maintain the condition of the Work site such that public safety and welfare are protected.
- B. Workmanship: Workmanship shall be the very best. Lack of quality in workmanship shall be considered sufficient reason for rejection in part or in whole.

- C. Site Maintenance and Cleaning: Throughout the construction period, the Responsible Party shall:
- i. Provide all required personnel, equipment, and materials needed to maintain the site in a reasonable standard of cleanliness and in accordance with this sub-section.
  - ii. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - iii. Not burn or bury rubbish and waste materials on project site.
  - iv. Not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains or in a manner which might cause ignition.
  - v. Not dispose of wastes into streams or waterways.
  - vi. Make provision to prevent "tracking" debris onto any public street and will be responsible for the promptly cleaning of any debris which is tracked and remedying any damage to Town infrastructure. In most cases a track pad of sufficient size to prevent tracking will be required.
  - vii. Maintain rights of way and surrounding properties free from accumulations of waste, rubble, debris, and rubbish caused by construction operations.
  - viii. Wet down dry materials and rubbish to lay dust and prevent blowing dust as frequently as necessary.
  - ix. At reasonable intervals during progress of Work, clean site and public properties, and dispose of waste materials, debris and rubbish in a legally allowable manner.
  - x. Provide on-site trash receptacles for collection and storage of waste materials in an orderly manner which will not impede normal or emergency access or people and equipment, nor obstruct drainage.
  - xi. Remove waste materials, debris and rubbish from the site and legally dispose of them at public or private dumping areas off Owner's property.
- D. Final Cleaning: At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all exposed and visible surfaces. Correct any settlement and dress on areas impacted. Leave project clean and ready for intended use. Restore all disturbed surfaces to original condition. Maintain clean work site until project, or portion thereof, is accepted by the Town. Schedule final cleaning so Town can accept a completely clean project.

**14.04.** Defective Materials: All materials installed must conform with these Standards and shall be free of defects of manufacture or damage. Materials not meeting the requirements of these Standards will be considered defective and rejected. Any defective or damaged materials found in the construction or on the construction site shall be marked and removed from the site. In the event the Responsible Party fails to remove rejected materials from the construction site within a reasonable length of time, the Town may arrange for such removal at the expense of the Responsible Party.

**14.05. Unacceptable or Unauthorized Work**

- A. Work which does not conform to the Town Standards and/or which 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 acceptably replaced or otherwise satisfactorily corrected by and at the expense of the Responsible Party. This expense includes total and complete restoration of any disturbed land or surface to original or better than the original condition that existed before the repairs or replacement.
- B. Unauthorized Work includes Work which is conducted without Town approval of the plans or Work which is completed without giving required notice to the Town. The Town may reject the Work and require its removal or take other actions the Town feels are appropriate. Those actions may include issuing a Stop Work Order (see Section 16) and/or requiring the Responsible Party, at no expense to the Town, to expose the Work and allow the Town observe the materials and installation.

**15. PROTECTION OF FACILITIES, PROPERTY AND IMPROVEMENTS****15.01. Protection of Existing Facilities and Improvements**

- A. The Responsible Party shall contact the Utility Notification Service of Colorado at 1 (800) 922-1987 or by dialing 811 in adequate advance of Work and shall notify all utility companies and interested parties 3 business days prior to commencement of Work in order to ensure that there will not be interruptions of services during construction. The Contractor shall be liable for all damages to existing structures, public or private, and he/she shall hold the Town harmless from any liability or expense for injuries, damages or repairs to such facilities.
- B. The Responsible Party at all times shall take proper precautions for the protection of and prevent damage to public and private property including but not limited to utility lines, manholes, valve boxes, survey monuments, fences, driveways, culverts, storm drains, ditches, pans, mailboxes, plantings, and other structures and improvements that maybe encountered during construction. Hand excavation and support of existing lines shall be used where necessary.
- C. In the event that during construction it is determined that any underground utility conduit, including sewers, water mains, gas mains and drainage structures and any above ground utility facilities are required to be relocated, the Responsible Party shall notify the utility owner well in advance of his approach to such utility so that arrangements with the Town and/or owners of the affected utility can be completed without delay of the Work. Prior to constructing over another utility, notify the utility and resolve any conflicts.
- D. Responsibility for Repair
  - i. The Responsible Party shall be liable for all damages to existing structures and improvements, public or private caused by his activities or inactivities, and he/she shall save the Town harmless from any liability or expense for injuries, damages, or repairs to such facilities.

- ii. Should any utility be damaged in the construction operations, the Responsible Party shall immediately notify the owner of such utility, and unless authorized by the owner of the utility, the Responsible Party shall not attempt to make repairs. The Responsible Party will be responsible for the cost of repair of underground pipes, wires or conduits damaged by them or their Subcontractors completed to the satisfaction of the owner.
  - iii. The Responsible Party 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 or caused by defective Work or the use of unsatisfactory materials. The Responsible Party 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 good such damage or destruction in a manner acceptable to the Town and the property owner.
- E. The Responsible Party is required to provide each property with access to and from the property during the time of construction. Existing driveways shall be cut, filled, and graded as required to meet new construction. Existing driveways shall be resurfaced with the presently existing type of surfacing whenever existing surface is destroyed.
- F. The Responsible Party will protect and carefully preserve all land boundary, topographic, and Town survey control monuments unless otherwise arranged in writing with the Town. All monuments disturbed or removed by the Responsible Party 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 Responsible Party's expense.
- G. Where compaction activities could potentially impact existing improvements, the Responsible Party shall coordinate with the owner of the existing improvements to ensure protection of those improvement.

**15.02. Public Safety and Convenience**

- A. **Disruption in Service:** Should it be necessary for any utility service to existing consumers to be disrupted for any reason, the Responsible Party shall provide as much notice as possible to those whose service will be disrupted coordinating such activity with the Town to minimize impact on consumers and assist the Town in providing inspection. Responsible party shall schedule Work in a manner which will minimize disruption and inconvenience to others. At a minimum, the Responsible Party shall provide written notice to each effected consumer at least 48 hours in advance with the time, date, and estimated length of the disruption. Notice shall be by personal contact and written notice to each structure. When service to commercial customers will be disrupted, the Responsible Party and the Town shall meet with each business at least three days in advance and determine when it would be least inconvenient to have service disrupted. If at all possible, the service interruption shall be at time which will have the least impact on all the consumers effected. Should construction necessitate street or road closures, advanced notice in local newspaper will also be required. When the Work involves excavation adjacent to any building or wall along the Work, the Responsible Party will give property owners due and sufficient notice thereof, in writing with a copy to the Town. When possible, any construction operations which will result in disruption of services to residential consumers, shall be done between the hours of 10 a.m. and 4 p.m. or 11 p.m. to 4 a.m.



- i. Emergency Disruption: When service is unexpectedly disrupted, the Responsible Party shall notify each effected consumer as expeditiously as possible and notify when service will be restored and shall use all means at his disposal to minimize the length of disruption.
  - ii. Minimizing Disruptions: The length of disruption in service shall be kept to an absolute minimum. All Work which can be done in advance shall be done and inspected and found acceptable by the Town and other appropriate entities before the service interruption begins. All personnel, materials, and tools shall be on site and ready prior to disrupting service. Responsible Party shall make use of personnel, materials, and equipment which will reduce the length of service disruption. For example, megalugs and temporary restraints shall be provided in addition to required thrust blocks so water lines can be repressurized as soon as initial backfill is compacted.
  - iii. Phasing Disruptions: When the Work which will cause the disruption can be phased, the Developer in coordination with the Town shall work with the effected customers to determine whether one long or multiple shorter disruptions are preferable.
- B. Use of Explosives: The use of explosives must be approved in writing by the Town and will only be allowed when no less dangerous method is practical. If approved, the Responsible Party will use the utmost care to protect life and property and shall be liable for any damages which result. 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 that leads to overshooting, is dangerous to the public, or destructive to property, environment or natural features.

Before any blasting is to be performed by the Responsible Party, a certificate of insurance indicating special blasting coverage in the following minimum amounts will be filed with the Town:

Property damage, each accident	\$2,000,000
Public liability, bodily injury single limit or equivalent, each accident	\$2,000,000

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

The Town has the right to require detailed inspections by an independent consultant or by Town 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 Responsible Party.

- C. Protection of Potable Water Supply, Streams, Lakes, and Reservoirs
- i. The Responsible Party shall conserve water and shall not waste or let streams flow unused and shall be sure that waters used for cleaning and flushing are disposed of in a manner which will not create a health, safety, or nuisance problem. The Responsible Party shall furnish all needed Backflow devices to ensure sanitary protection of the Town's water supply. The Owner reserves the right to curtail the Responsible Party's use of water during periods of shortage in its transmission and distribution system.
  - ii. The Responsible Party 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 runoff, pollution, and/or siltation of streams, lakes, and reservoirs. A plan for erosion protection and drainage control shall be submitted to the Town, and all required

drainage and erosion control measures shall be in place before starting Work. All Work must conform to all applicable local, state, and federal regulations.

- iii. Responsible party shall avoid interrupting the flow in any streams, drainages, flumes, canals, or similar facilities.

#### **16. CONSTRUCTION SAFETY REQUIREMENTS**

**16.01.** All installations shall be made in a safe manner which complies with current OSHA and other applicable local, state, and federal requirements. The Responsible Party shall be solely responsible for providing adequate safety on the project.

**16.02.** Although not obligated to do so, if the Town observes any unsafe work condition at any time, they may issue a stop work order until the unsafe condition is properly remedied.

**16.03.** When, in the opinion of the Town, the Responsible Party 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 Responsible Party, may provide suitable protection by causing such 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 Responsible Party and will be paid within 30 days of presentation of the bills. The Town may also draw from the Responsible Party'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 Responsible Party of responsibility for damages which may occur during or after such precaution has been taken.

#### **17. STOP WORK ORDER**

**17.01.** Any Town approval may be revoked or suspended by the Town and a Stop Work Order may be issued after adequate notice to the Responsible Party if the Responsible Party fails to adequately address the notice in a timely manner given the situation (taking into consideration health, safety and welfare), for:

- A. Violations of any condition of the Encroachment and Excavation Permit or of the approved construction drawings or specifications; or
- B. Violation of any provision of these Standards; or
- C. 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.

**17.02.** 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 or if no one is on site to receive notice, to the project lead or a representative of the Responsible Party 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 ordinance.

**17.03.** Upon receipt of a Stop Work Order, the Responsible Party 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.

### **18. CHANGES TO APPROVED PLANS**

**18.01.** All proposed changes, except minor field changes, to the approved plans shall be submitted to the Town for review and written approval obtained prior to commencing construction. Such changes shall be submitted as soon as they are contemplated to allow as much review time as is possible and to adjust any other facilities which may be impacted by the change. "Changes" include additions and deletions as well as changes to all utilities and improvements located in public rights of way, on Town property, or in utility or other Town easements.

**18.02.** The Responsible Party shall distribute copies of approved changes to the Town, Utility Owner, Responsible Party sub-contractors, Developer and the Developer's Engineer and other parties with an interest or impact. No Work shall proceed on that portion of the project being revised until said revisions are submitted, approved by Town and Utility Owner and Developer and distributed.

**18.03.** Field changes shall be discussed with the Town and shall receive a verbal approval before being implemented. Field changes shall be defined as minor deviations in the Work which do not result in significant changes in location or function or minimum standard of the item being altered, nor a change in contract price.

### **19. RECORD (AS-BUILT) DRAWINGS AND OPERATION AND MAINTENANCE DATA**

**19.01.** Unless otherwise agreed in writing, during construction the Responsible Party shall keep a log of the construction progress and the field location of the new facilities. All buried facilities and lines shall be tied to permanent surface monuments, using centerline monuments when available, at 200 foot intervals or less. Valves, fittings, appurtenances, vaults, cleanouts, and manholes shall be tied to a minimum of three permanent surface monuments. Water service connections shall also include distance from the closest valve to valve box and for sewer services the distance from the manhole and the depth from the sidewalk to the invert of the dead end stub. Depths and elevations shall be recorded at each station as well. Record Drawings shall be 24" x 36" lettered drawings, at a scale at least as large as required in Section 8, shall be prepared noting the final sizes, locations, and ties at all of the required locations. These drawings shall also note the brand names, model numbers, and sizes of all manufactured equipment installed as part of the project. Approved Record Drawings shall be a requirement for release of security and/or final completion unless the deadline is specifically extended by the Town. Once the Record Drawings have been approved by the Town, the Responsible Party shall promptly submit a mylar copy of the approved drawings, a digital copy in an AutoCAD 2020 readable and edit-able format and a shape file the Town can insert in to their GIS system per the following:

- A. DIGITAL MAP FILE SUBMITTALS: Submittals require all map related data to be submitted in digital map files in either CAD (DWG), GIS (shapefile or geodatabase), or both CAD and GIS formats.
- B. ASSOCIATED TABULAR INFORMATION: Pertinent tabular information associated with the map data being submitted is required to be included within the CAD or GIS files. For example, all feature types need to be defined and easily distinguishable from one. In addition, each feature all pertinent

information associated to the individual features needs to be included with that feature inside the CAD or GIS file.

- C. COORDINATE SYSTEM: It is required that all digital map data submittals have a known coordinate system assigned to them. That coordinate system needs to be either the Ouray Local Coordinate System or NAD 1983 State Plane Colorado South FIPS 0503 US Feet. The vertical datum is required to be defined as NAVD88.

**19.02.** Where equipment is installed which is not the same as equipment already in use in the Town system, the Responsible Party shall submit manufacturer's operation and maintenance literature on the equipment or device. If necessary, Responsible Party shall provide supplemental O & M data on materials if there is not sufficient detail in the manufacturer's literature to operate and maintain the equipment and for complete repair of all repairable parts. Such information shall be submitted and approved by the Town prior to the Town accepting the project as Substantially Complete. Any specialized tools required to perform such O & M shall be provided to the Town at no expense to the Town. Unless the Town already has an inventory of spare parts for the particular equipment, a complete set of spare parts to overhaul the equipment shall be provided by the Responsible Party (or Developer) to the Town prior to final acceptance.

## **20. ACCEPTANCE, OPERATION AND MAINTENANCE**

**20.01.** The requirements in this section are in addition to the requirements in the Encroachment and Excavation Permit for the Work.

**20.02.** Following the Town determining the construction has been satisfactorily completed, all required satisfactory testing as defined in applicable minimum and standard specifications being completed and submitted, and delivery of all required equipment and materials and necessary documents (including Record Drawings and any required O&M data) to convey the system and appurtenant easements to the Town, the Town will give preliminary acceptance to the project. At this time the facilities may be tied into the Town system and service provided. For the first twelve months thereafter, longer if agreed to by Town and the Responsible Party, referred to as the Correction Period, the Responsible Party will be responsible for all operation, maintenance, and repair costs including but not be limited to, the cleaning of streets, patching of potholes, and maintenance and repair of water, storm and sanitary sewer facilities. The cost of any routine maintenance not performed by the Responsible Party that must be performed by the Town will be billed to the Responsible Party at cost plus twenty five percent (25%). During that period, the Town shall be notified when O & M and/or repairs will be performed on the facilities, and at the Town's option it may elect to have an Inspector present during such operations.

**20.03.** In the event of a water main break, sanitary sewer main blockage, street or bridge failure, or other emergency that may occur during the correction 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 Responsible Party in the event of such emergency. However, if the Responsible Party or his representative cannot be contacted quickly or if the Responsible Party is unable to take immediate action to relieve the urgent situation, the Town may proceed with such action as deemed necessary by the Town Representative, and the Responsible Party will be billed for all costs of these actions at cost plus twenty five percent (25%).

**20.04.** Before the end of the correction period there shall be an inspection of the system which will include a physical, and possibly video, inspection of the construction and a review of the O & M records. The

Responsible Party shall notify Town of when facilities are ready and schedule the inspection. Failure to notify the Town will be reason to extend the inspection period. If, in the opinion of the Town, the system is performing satisfactorily, the Town will accept the facilities following proper assignment of all Responsible Party and vendor warranties on the Project, and assume maintenance of it. The Town may elect to extend the period of Developer's maintenance beyond twelve months until any on-going problems are corrected. If the Developer fails to correct any problems within one month of notification, the Town may correct the problems and collect the costs it incurs from the Developer at cost plus 25%. Such costs, if not promptly paid shall be a delinquent charge which may be assessed against the property being developed, in addition to any other rights and remedies the Town may have. If significant deficiencies are identified in any of the Work, the Town at its discretion may extend the correction period for up to 12 months from when the Town finds the deficiencies are remedied.

**21. SERVICE RATES**

**21.01.** The Town reserves the right to set rates for supplying services to a Development which are commensurate with the costs associated with providing the services. This means that in some instances it may be necessary to place a surcharge or to charge a higher rate to provide services to certain areas. The foregoing provisions may be modified by appropriate utility extension agreements.

**21.02.** During the correction period when the Town is providing services, but before the one-year inspection, the Town will charge users for the services and control all taps as provided in Town Ordinances and Regulations.