

CHAPTER 15

ACCEPTANCE PROCEDURES AND REQUIREMENTS

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Connie Joiner, Clerk & Recorder, Teller County, Colorado

**CHAPTER 15
ACCEPTANCE PROCEDURES AND REQUIREMENTS**

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CHAPTER 15 - ACCEPTANCE PROCEDURES AND REQUIREMENTS

This Chapter sets forth the procedures and requirements related to acceptance of roads for maintenance in Teller County. It is intended to maintain a uniform road development policy throughout the County and to provide a clear statement of the procedures for road acceptance for maintenance.

15.1 GENERAL POLICIES

- 15.1.1** Teller County will only accept roads for maintenance under the either of the following circumstances:
- A.** Where accepting a road (or roads) will reduce costs or improve maintenance efficiency over current County maintained roads.
 - B.** Where acceptance of a road (or roads) would result in revenue which would equal or exceed all Teller County costs associated with the road (or roads).
- 15.1.2** All roads accepted for maintenance by Teller County must be able to meet the following minimum requirements:
- A.** Must meet minimum Roadway Design and Technical Criteria as specified in Chapter 6 of these Roadway Standards.
 - B.** Must meet minimum Paving Design and Technical Criteria as specified in Chapter 7 of these Roadway Standards.
 - C.** Roadways shall not be opened to general public traffic until necessary traffic control devices have been installed. Before a new roadway is accepted for maintenance by Teller County, it shall be properly signed and striped according to the approved plans.
- 15.1.3** Where road improvements are required for a subdivision, the construction cost will be paid by the Applicant. After final acceptance of the roads for maintenance, the County will then provide a normal level of maintenance as available funds, manpower and equipment permit. A normal level of maintenance means road sweeping, snow plowing (snow plowing does not include cul-de-sacs), repair and cleaning of drainage structures, and general maintenance of the roadway in a condition deemed safe by the Road and Bridge Department. (However, this level of maintenance will not supersede former road acceptances by resolutions and levels of maintenance contained therein.)
- 15.1.4** The County will maintain only those roads specifically accepted for maintenance by the BOCC through recommendation by the Road and Bridge Director.

- 15.1.5 Where a new development or road impacts an existing road by accessing onto the road or increasing storm runoff onto or along the road, the Applicant(s) will be responsible for upgrading the roadway to the minimum standards required by these Roadway Standards. The construction of new roadways for the purpose of providing access to a development is the responsibility of the developer(s).
- 15.1.6 See current S.I.A. requirements for completion of improvements.

15.2 PROBATIONARY ACCEPTANCE PROCESS

Once public improvements (roads and/or drainage) which are covered by a valid Teller County permit are constructed to Roadway Standards the Applicant may send a letter to the County Engineer requesting inspection to be made of the public improvements for probationary acceptance.

- 15.2.1 The letter shall fully describe the improvements for which the request is being made. It is the practice of Teller County to accept all the public improvements for a subdivision or road at one time or by completed phases (phases shall be shown on all construction drawings to ensure complete loops in each phase). Partial acceptance within a phase is discouraged. If the Applicant desires partial acceptance of subdivision or road public improvements, a request for such treatment should precede the acceptance request. The request should justify and define the partial acceptance schedule and explain the circumstances of the case. Such requests shall be considered by the Road and Bridge Director, after the County Engineer has reviewed and made recommendations to the Road and Bridge Director, on a case by case basis.
- 15.2.2 The letter shall designate a contact person for the Applicant including an address and a telephone number.
- 15.2.3 The letter shall include this statement signed by a registered professional engineer in the State of Colorado. "I hereby affirm that the public improvements for (Name of subdivision, road, or project) have been constructed in substantial compliance with the construction plans accepted by Teller County." The letter containing this certification statement shall be accompanied by independent test verification by a registered professional engineer. Such verification shall consist of acceptable destructive or nondestructive tests and an evaluation report based on those tests which substantiate compliance to the accepted plans, and that the expected life of the roadway structure is at least 20 years, based on normal surface maintenance being provided by Teller County.
- 15.2.4 If the Applicant's engineer cannot verify substantial compliance to the approved construction plans, a list of changes or exceptions to the plans shall be provided for consideration of acceptance by the Road and Bridge Director, after the County Engineer has reviewed and made recommendations to the Road and Bridge Director. These must be documented by submitting record drawings with the list of changes or exceptions.

15.2.5 The letter shall acknowledge the TERMS OF MAINTENANCE RESPONSIBILITY as described in this section.

- 15.2.5.1** Until Final Acceptance by the County of the improvements, the Applicant shall, at Applicant's expense, make all needed repairs or replacements to the Subdivision Improvements required on account of defects in materials or workmanship and shall be responsible for ordinary repairs and maintenance thereof, including road sanding, snow removal, and cleaning.
- 15.2.5.2.** The County will not be responsible for installation or maintenance of any barricades or warning signs required to protect the public because of phase construction of roads
- 15.2.5.3** During the two-year warranty period, the Applicant shall be responsible for all corrective or preventative maintenance as requested by the Road and Bridge Department in writing, to ensure that all improvements are in-place for as much of the two-year warranty period as possible. Such maintenance shall commence within thirty (30) calendar days after receipt of said written request (weather permitting).
- 15.2.5.4** If the Applicant so chooses, in lieu of the two-year (2) Warranty Period requirement, a one-year (1) Warranty Period may be substituted subject to the additional pavement thickness or overlay requirements as defined below:

Asphalt - the pavement Design Report must include the application, at approximately the end of the one-year warranty, one inch (1") CX overlay (per CDOT specs.). This requirement shall not be included in the calculations in Section 7.4.1.5. Pavement design report shall state that, at initial construction, the contractor shall pave one-half inch ($\frac{1}{2}$ ") less than the asphalt thickness arrived at in Section 7.4.1.5. Then at the end of the one-year Warranty Period (and after all punch list repairs have been made) the Applicant shall either escrow sufficient money for the County to pave a one-inch (1") CX overlay within the next five (5) years, or may pave a one-inch (1") CX overlay himself (example: If Section 7.4.1.5. says the pavement section should be 5.5" full depth asphalt, the report shall instruct the contractor to pave 5.0" at initial construction, leaving the finish asphalt $\frac{1}{2}$ " below the lip of the gutter. Then after one year (and after all warranty repairs have been made) the Applicant may either escrow the money, or do a 1.0" CX overlay, prior to the County accepting the roads for full-term maintenance). Refer to Section 15.3.2.1 and 15.3.2.2 for additional requirements.

Concrete - The Pavement Design Report must include the addition of three-quarter inch ($\frac{3}{4}$ ") of concrete. This additional $\frac{3}{4}$ " of

concrete is added to the thickness arrived at in Section 7.4.2.5 and 7.4.2.6.

If the Applicant or entity responsible for construction so chooses, they may request in writing to waive the two-year (2) Warranty Period for that project by requesting, in writing, the above alternative.

15.2.6 The letter shall acknowledge that the Applicant has fulfilled the S.I.A. requirements on the extent of public improvements.

15.2.7 Acceptance Inspection Scheduling

Upon completion of each phase of improvements, Applicant shall notify the County Engineer in writing and request preliminary inspection of the completed public improvements or part thereof. The County will inspect the improvements, within ten (10) working days after notice and, if the improvements are in substantial compliance with the plans and specifications, accept such improvements. This shall constitute Probationary Acceptance of the improvements.

The Applicant shall be responsible for assuring that all the public improvements associated with the subdivision are in good repair, are clean and free from dirt and debris, and are generally in an acceptable condition for thorough visual inspection.

15.2.7.1 An acceptance inspection shall not be scheduled nor conducted if the collateral for public improvements, as specified in the S.I.A., is not in valid force. The Applicant shall be notified of any deficiency in collateral so corrective action can be taken.

15.2.8 Changes to Acceptance Inspection Date

Any changes to the inspection date requested by the Applicant shall be received no less than 3 working days prior to a scheduled inspection. Notice may be written or verbal.

15.2.9 Notification of Deficiencies

Within 10 working days following an acceptance inspection, the County shall provide the Applicant a written list of deficiencies for the public improvements. These deficiencies must be rectified by the Applicant as a condition of the County granting Probationary Acceptance. The Applicant shall obtain necessary permits prior to commencing the remedial work. Such permits shall be issued on a "no fee" basis.

15.2.10 Reinspections

When the Applicant completes the repairs according to the deficiency list previously provided, a re-inspection may be scheduled by calling the County

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Engineer. The County shall give re-inspection priority over new acceptance inspections when and if scheduling conflicts arise.

15.2.11 Granting Probationary Acceptance

The County Engineer shall recommend granting or denial of Probationary Acceptance based on re-inspection for compliance with the written deficiency list previously provided to the Applicant. If new deficiencies are found, either in quality or extent of construction, the Applicant shall be notified in writing that these new deficiencies shall be corrected as a condition of final acceptance. Probationary Acceptance will not be delayed by discovery of new deficiencies.

The County shall issue written notice either granting or withholding probationary acceptance within ten (10) working days of the acceptance re-inspection. If acceptance is denied, deficiencies shall be explicitly delineated. The probationary acceptance letter shall specify the date on which the Applicant is eligible to request Final Acceptance.

15.2.12 Denial of Probationary Acceptance

A request for probationary acceptance of a development's public improvements for which such acceptance has been previously denied by Teller County shall be treated as a new request for acceptance.

15.2.13 Reduction in Collateral

Upon receipt of the Probationary Acceptance Certificate from Teller County, the Applicant is eligible to have the S.I.A. collateral reduced to 15 percent of the original value. If the probationary acceptance is for only part of the public improvements, the reduction in collateral shall correspond to the value of the accepted improvements. For probationary periods, 15% shall remain in force.

15.2.14 Construction of Collectors or Arterials by a Special District or Other Quasi-Governmental Agency to be Accepted by Teller County

Any roadway to be dedicated to Teller County for maintenance must conform to the two-year warranty period. To ensure compliance with this requirement, when a Special District or other quasi-governmental agency constructs a road to be accepted by Teller County, the District or Agency shall execute an Inter-Governmental Agreement with Teller County that will require the final acceptance walk-through, the execution of the punch list, and the completion of all repairs during the last summer before the end of the two-year warranty period. This will ensure that all repairs and corrections to the construction (as specified in this manual) will take place before the performance bond is released to the contractor by the District or Agency.

15.3 FINAL ACCEPTANCE

Once public improvements have been totally completed and the two-year warranty period as outlined in the Probationary Acceptance documents have been met, the Applicant may request Final Acceptance.

- 15.3.1 When requesting Final Acceptance for public improvements, the Applicant must submit a "Request for Full Term Maintenance" form. See Figure 15.1.
- 15.3.2 Within 90 days but not less than 30 days prior to expiration of warranty the County shall notify Applicant in writing within ten (10) working days of inspection of either nonacceptance or final acceptance. If the improvements are not acceptable, the reasons for nonacceptance shall be stated in writing and corrective measures shall be taken by the Applicant pursuant to a compliance schedule prescribed by the County after consultation with Applicant.
- The Applicant is responsible for having the public improvement clean and free of debris at the time of inspection. Failure to do so shall require rescheduling the inspection. Rescheduling will be treated as a new inspection, not a re-inspection.
- 15.3.2.1 Twenty (20) days prior to the County's final acceptance of the improvements within a phase, the Applicant shall submit to the Road and Bridge Director and County Engineer as-built mylar drawings conforming to the requirements of Chapter 7, and a blueline set signed and stamped by an Engineer.
- 15.3.2.2 An acceptance inspection shall not be scheduled nor conducted if the collateral for public improvements, as specified in the S.I.A., is not validly in force. The Applicant shall be notified of any deficiency in collateral so corrective action can be taken.
- 15.3.3 During the field inspection a listing of items requiring remedial action (punch list) will be prepared. This list of items shall be issued to the Applicant within ten (10) working days of completing the inspection.
- 15.3.4 The Applicant shall then obtain necessary permits to perform corrective action prior to commencing any work operations. Such permits shall be issued on a "no fee" basis. These are required so that the County is aware of all work going on in the ROW.
- 15.3.5 Upon completion of all corrective work, the Applicant shall request, in writing, a re-inspection.
- 15.3.6 The County shall notify the Applicant by telephone or in writing when the re-inspection will occur. The County will endeavor to notify the Applicant twenty four (24) hours in advance.
- 15.3.7 Upon satisfactory completion of this final inspection, the Road and Bridge Director shall issue a Final Acceptance Certificate within ten (10) working days of the re-inspection.

**REQUEST FOR
FULL-TERM MAINTENANCE**

DATE:

TO: TELLER COUNTY ROAD AND BRIDGE DEPARTMENT

SUBJ: FULL-TERM MAINTENANCE ACCEPTANCE FOR _____
SUBDIVISION/PROJECT

I HEREBY REQUEST THAT THE TELLER COUNTY BOARD OF COMMISSIONERS ACCEPT THE ROADWAY(S) LISTED IN APPENDIX "A" (ATTACHED) FOR FULL-TERM MAINTENANCE EXCLUDING SNOW REMOVAL ON CUL-DE-SACS.

NUMBER OF DWELLING UNITS TO BE SERVED AT PRESENT _____; AT BUILD-OUT _____.

NON-RESIDENTIAL GROSS FLOOR AREA TO BE SERVED AT PRESENT _____; AT BUILD-OUT _____.

DATE OF PROBATIONARY ACCEPTANCE _____

APPLICANT _____

MAILING ADDRESS _____

TELEPHONE NUMBER _____

NAME AND TITLE OF INDIVIDUAL SUBMITTING REQUEST _____

ROAD AND BRIDGE DEPARTMENT RECOMMENDATION

THE TELLER COUNTY ROAD AND BRIDGE DEPARTMENT RECOMMENDS **APPROVAL/DENIAL** OF THE ABOVE REQUEST. ANY COMMENTS OR CONDITIONS RELATIVE TO THIS RECOMMENDATION ARE NOTED BELOW:

FULL-TERM MAINTENANCE DOES NOT INCLUDE SNOW REMOVAL ON CUL-DE-SACS.

ROAD AND BRIDGE DIRECTOR

DATE

FIGURE 15.1
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Request for Full-Term Maintenance Form
EXPLANATION OF REPORT HEADINGS

- A. Enter name of road.
- B. Enter the development name to identify the location of the road.
- C. Enter a brief to-from description and section, township, and range designation for the beginning point of each road.
- D. Enter the surface type of the road
 - 1. Gravel
 - 2. Asphalt
 - 3. Concrete
- E. Enter the length of the road to the nearest hundredth of a mile.
- F. Enter the surface width of the roadway in feet, including shoulders or back of curb to back of curb.
- G. Enter the number of through traffic lanes.
- H. Enter the county road system designation
 - 1. Local
 - 2. Collector
 - 3. Arterial
- I. Enter any other pertinent comments you may have.

NOTE: A vicinity map showing all the requested roads will need to be attached to the Full-Term Maintenance Form (either on 8 ½" x 11" or 11" x 14").