

CHAPTER 24 – ACCEPTANCE/WARRANTY PROCEDURES AND RECORD DRAWINGS

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CHAPTER 24 – ACCEPTANCE/WARRANTY PROCEDURES AND RECORD DRAWINGS

24.1 GENERAL

This chapter defines the requirements for approval and acceptance of the Public Improvements performed within the rights-of-way and easements. This chapter also covers warranty and record plan requirements.

24.1.1 Developer's Process

The Developer shall be required to meet the following process prior to the acceptance of the public improvements and maintenance:

A. Completion of Work.

Completion of all Public Improvements required in the Civil Construction Plans (Plans) and Agreements in accordance with these Standards.

B. Notification.

Developer notifies the Local Entity of the completion of the Project Completion.

C. Inspection.

Local Entity inspects the Public Improvements for compliance to the Plans, Standards, Specifications, and Agreements and develops a deficiency list.

D. Correction of Deficiencies.

Developer shall correct deficiencies.

E. Submittal of Record Plans.

Developer submits signed and sealed Record Plans in accordance with Section 24.5. Electronic files of the Civil Construction Plans are required for Loveland (city limits only). Also refer to the Local Entity requirements for the Water and Wastewater Department requirements for the submittal of Record Plans.

F. Initial Acceptance.

After receipt of a written request from the Developer, the Local Entity shall inspect the corrections. Upon satisfactory completion and posting of warranty surety by the developer, Initial Acceptance shall be granted.

G. Start of Warranty Period.

Upon Initial Acceptance, the Warranty Period shall commence.

H. Inspection Before the End of Warranty Period.

The Developer may submit a written request for Final Acceptance no earlier than forty-five days prior to the completion of the Warranty Period. After receipt of such request, the Local Entity Engineer shall inspect all Public Improvements for defects in workmanship or material. The Local Entity shall develop a deficiency list and provide the list to the Developer. Normal wear and tear shall not be considered a deficiency.

I. Written Notification of Release.

Once the Developer has satisfactorily completed all repairs or replacements, a written notification from the Local Entity shall constitute Final Acceptance and release the Developer of all future repairs for the Public Improvements.

J. Release of Surety.

The Warranty Surety is released.

24.2 INITIAL ACCEPTANCE

24.2.1 Recommendation for Initial Acceptance

The Local Entity Inspector shall recommend granting or denial of Initial Acceptance based on re-inspection for compliance with the written deficiency list, which was previously provided to the Developer. If new deficiencies are found, either in quality or extent of construction, the Developer shall be notified in writing that these new deficiencies shall be corrected as a condition of Final Acceptance. Initial Acceptance will not be delayed by discovery of new deficiencies.

24.2.2 Initial Acceptance Letter

The Local Entity shall issue written notice either granting or withholding Initial Acceptance within ten working days of the acceptance re-inspection. The Initial Acceptance letter shall specify the date on which the Developer is eligible to request Final Acceptance.

24.2.3 Submittal of Record Plans

Prior to issuance of the Initial Acceptance, the Developer shall submit Record Plans that are completed, stamped, and signed by the Engineer of Record and submitted to the Local Entity. The Developer shall submit the Record Plans in electronic form (as specified by the Local Entity Engineer). Refer to **Section 24.5** for Record Drawing requirements.

24.2.4 Adjustment of Collateral

Upon written notification of Initial Acceptance, the financial security for Public Improvements may be reduced to the percentage required by each Local Entity of the

total required collateral for the project as defined in **Chapter 6, Permits**. The reduction of collateral may be adjusted if deemed appropriate by the Local Entity.

24.3 WARRANTY PERIOD

24.3.1 Definition of the Warranty Period

The Warranty Period for all Public Improvements shall be two years. The Warranty Period shall start the date of the Initial Acceptance Letter. The Warranty Period shall end with the Final Acceptance of the Public Improvements. If deficiencies are noted during the Local Entity's warranty inspection, the Developer shall repair the deficiencies. If approved by the Local Entity, the deficiencies may remain in place and the Warranty Period for the defective public improvements may be extended up to three additional years. Repair or acceptance of the deficiencies shall occur at the expiration of any such extension. A new warranty period shall not be applied to any repair work performed during the warranty period.

24.3.2 The Warranty Surety

A Warranty Surety shall be required for the entire Warranty Period. The Warranty Surety shall be in the form of a letter of credit, bond, escrowed funds, or cash deposit in accordance with the Local Entity's approved format. The Warranty Surety shall be in the amount of 15% of the total value of the Public Improvements for the project. In Fort Collins (city limits only) the amount shall be determined by the Local Entity Engineer and shall not exceed 25% of the total value of the Public Improvements for the project.

In addition, the amount of required Warranty Surety may be increased to the amount equal to 150 percent of the cost of any defective Public Improvements allowed to remain in place during the Warranty Period.

24.3.3 Time Frames for Completing Repair

At any time before the completion of the Warranty Period, the Local Entity may notify the Developer of needed repairs. If repair areas are considered to be an imminent danger to the public health, safety, and welfare, the Developer shall act within 24 hours to complete the repair. If the work is not considered a safety issue, the Developer has 10 working days to schedule the work, and 60 calendar days to complete the work. Extensions of time may be considered when necessary due to weather constraints.

24.3.4 Failure to Complete Repair

If the Developer has not completed the warranty repairs in the time frame specified, the Local Entity may choose to complete the necessary repairs. The Local Entity will invoice the Developer for all costs for the related work plus a 15% fee for the value of the work or \$500.00 administrative fee whichever is greater. If the Developer does not reimburse the Local Entity within 30-days of being invoiced the Local Entity will collect from the Warranty Surety.

24.3.5 Responsibility for Maintenance

The Developer is responsible for maintaining all Public Improvements, including sweeping, throughout the Warranty Period.

24.4 FINAL ACCEPTANCE

24.4.1 Request for Final Inspection

During the Warranty Period, the Developer shall guarantee the work to be free of any damage or defects in workmanship and material. No earlier than 45 days prior to the end of the Warranty Period, the Developer shall request a final inspection and acceptance, in writing, to the Local Entity Inspector.

24.4.2 Preparation for Inspection

The Developer is responsible for sweeping and cleaning Public Improvements for inspection. If the Developer does not provide a clean site, including having curb flowlines clear of debris and dirt, then the Final Inspection may be postponed until the site is sufficiently clean.

24.4.3 Inspection and Punchlist

The Local Entity Engineer shall inspect all Public Improvements related to the project. If applicable, the Local Entity shall compile a written final punchlist listing any necessary repair or replacement of materials or workmanship. The punchlist shall be sent to the Developer. The Developer shall have 10-days to provide the Local Entity with a plan and schedule to complete the repairs. The plan shall include the start and completion dates. If the Developer does not complete the repairs as specified in the plan the Local Entity will have the authority to complete the repairs and recoup their fees as specified in 24.3.4.

24.4.4 Damage Caused by Local Entity Crews

If the Developer can demonstrate that the Local Entity maintenance crews (e.g., snow plows) caused damage to certain improvements, the Developer will not be held responsible for the replacement.

24.4.5 Re-Inspection

If repair or replacement of Public Improvements is required, the Developer shall complete repair or replacement within thirty calendar days of receipt of the final punchlist, unless otherwise agreed by the Local Entity. Upon completion of the final punchlist, the Developer shall contact the Local Entity Engineer for a re-inspection.

24.4.6 Release from Responsibility

Once all repairs or replacements are satisfactorily completed, the Local Entity shall provide the Developer with written notice that all Public Improvements are complete and the Local Entity releases the Developer from responsibility for all future maintenance and

repairs for the Public Improvements on this project. This written notice constitutes Final Acceptance of the Public Improvements.

24.4.7 Release of Warranty Surety

Upon the satisfactory completion of the punchlist and the receipt and approval of the Record Plans, the Local Entity will release the Warranty surety.

24.4.8 Failure to Complete Repair

If the punchlist is not completed within the thirty days, the Local Entity may withhold current plan reviews, additional permits, or start procedures to call the surety.

24.5 RECORD PLANS

24.5.1 Updating Plans with Design Changes

The Civil Construction Plans shall be updated with all design changes that occurred after plan approval. Record storm drainage drawings shall document the size and invert elevation of all pipes (including pipe class), inlets, riprap, headwalls, detention pond volumes, swale cross-sections and all other storm drainage infrastructure shown on the Civil Construction Plans, including those improvements located in areas outside of the public right-of-way if appropriate. Record drawings shall also show all pipe and/or drainageway/swale grade percentages.

Street construction record drawings shall identify the actual pavement type and grade or mix type used; if the subgrade was treated; and document all changes to widths and lengths for streets, sidewalks, curbs and crossspans. Record drawings shall identify all signage, striping and traffic signal controller locations as actually placed in the project.

Record drawings shall verify other information as specifically requested by the Local Entity Engineer.

24.5.2 Minor Design Changes

Minor changes are not required to be included on the Record Plans. Minor changes include incorrect references and grade changes less than 0.1 foot.

24.5.3 Submittal of Plans

A Colorado Professional Engineer shall update and stamp the Civil Construction Plans. A Colorado Professional Engineer shall submit the plans to the Local Entity and receive approval prior to the release of the Warranty Surety.

24.5.4 Form of Submittal

All Record Plans shall be submitted in the following formats as required by the Local Entity Engineer:

- Electronic whenever required by the Local Entity Engineer.

- Paper for Larimer County GMA projects, and/or
- Electronic or paper For Loveland (city limits only) and Fort Collins (city limits only) projects.

24.5.5 Bridge/Culvert Load Rating

A bridge/culvert inspection report certifying load rating in accordance with CDOT standards shall be submitted with the Civil Construction Plans.