

Proposed changes to current Town of Pittsboro Standard Specifications, and Details

Monday, November 09, 2015

Proposed changes to Standard Specification Section 7 Public Infrastructure Acceptance Process

Current	New
	This is a new Specification all together

**Town of Pittsboro
Standard Specification**

**SECTION 7
Public Infrastructure Acceptance Process**

All improvements intended for public maintenance are eligible for acceptance by the Town of Pittsboro following the procedures outlined below:

A. WARRANTY PERIOD

Public Infrastructure (utilities and roadways) that are to be maintained by the Town of Pittsboro must adhere to the plan approval process in accordance with the Town Development Codes, Ordinances and Policies. Installation of the improvements must be inspected during the installation process by the Town (or their Representative) and the Design Engineer certifying construction and obtaining permits.

Upon completion and installation of the public utility and / or roadway improvements in accordance with approved plans and Town Specifications and Details, the Owner/Developer shall contact the Engineering Department and request a Punch List inspection. The Engineering Department will accept the improvements, or respond with a punch list within 30 days of the inspection. The Owner/Developer must complete all items indicated on the punch list and any additional items noted within 60 days, or the punch list will be void. Should the punch list expire, the Owner/Developer must then request another inspection. Inspection Fees will be applied to the Owner/Developer at the rate adopted in the latest approved Town Budget.

Upon the acceptable completion of all punch list items, and payment of any outstanding fees and, posting of warranty bond(s) for the public improvements, the Owner/Developer will receive an acceptance letter from the Town. This acceptance begins the warranty period for materials and workmanship for not less than one year from the date of acceptance. The warranty will be to the Town of Pittsboro from the Owner/Developer. The Town will perform routine maintenance during the warranty period; however, until a letter of final acceptance has been issued, all defects in materials and/or workmanship are the responsibility of the Owner/Developer.

B. FINAL ACCEPTANCE

No more than 30 days prior to expiration of the warranty period (per the date listed on the warranty letter), the Owner/Developer shall request a final inspection from the Town. The Town, or its representative, will respond with final

acceptance letter or provide a punch list of items, addressing workmanship, or material defects that must be addressed within 30 days of the request.

The Owner/Developer must complete all items indicated on the punch list and any additional items noted within 60 days, or the punch list will be void. The Owner/Developer must then request a follow up final inspection.

Upon the acceptable completion of all punch list items, the Owner/Developer will receive a letter of Final Acceptance from the Town. Any warranty bonds posted will then be released, and returned to the Owner / Developer from the Town.

The Town will begin total maintenance as of the date of the final acceptance letter. Until a letter of final acceptance has been issued, all materials and workmanship are the responsibility of the Owner/Developer regardless of the amount of time that has passed.

C. FINANCIAL GUARANTEE (BONDS)

Development activity associated with the installation of public infrastructure (utilities and roads) usually requires two (2) types of financial guarantees (commonly referred to as Bonds) during the course of a project. An automatically renewing (evergreen clause) Letter of Credit, or Cash must be used when posting a financial guarantee. The financial guarantees are as follows:

Completion Financial Guarantee: The first financial guarantee requirement is for guaranteeing public infrastructure that has not been installed at the time of plat recording or at issuance of a building's certificate of occupancy, and does not affect the use of the facility as determined by Town Staff (or its representative). This financial guarantee is referred to as a Completion Bond Financial Guarantee.

The developer's representative must submit a written estimate for the cost of the uninstalled items to the Town (or its representative). The estimate must be submitted, and sealed by a NC Professional Engineer describing what is being covered, how much the remaining improvements will cost, a vicinity map, and a schedule for completion. The amount of the financial guarantee must be calculated at 1-1/2 times the estimated construction cost or two (2) times the amount if the work is related to construction of a thoroughfare street. The financial guarantee is then submitted to the Town and must remain in effect until the items are completed. This financial guarantee will be released when all items related to the financial guarantee are completed as determined by the Town. The financial guarantee will be returned to whoever submitted it.

Warranty Financial Guarantee: The second financial guarantee requirement is for the guarantee that all public infrastructure (example; water, sewer, street)

improvements for the project will be accepted for total maintenance at the end of the minimum one year warranty period.

The developer's representative must submit a written estimate and a vicinity map for the construction cost of the public infrastructure being considered for acceptance to the Town (or its representative). The estimate must be submitted and sealed by a NC Professional Engineer. The amount of the financial guarantee must be calculated at 10% of the estimated construction cost.

The financial guarantee is then submitted to the Town and must remain in effect until the items have received final acceptance from the Town. This financial guarantee will be released when all items related to the financial guarantee are completed as determined by the Town. The financial guarantee will be returned to whoever submitted it.

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