



## **Section 11.0 Acceptance Procedures and Requirements**

This section sets forth the procedures and requirements related to acceptance of roads in Douglas 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.

### **11.1 Application of Standards**

#### **11.1.1**

The requirements contained herein shall apply to all new construction and all other work affecting rights-of-way that are planned for public use within the jurisdiction of Douglas County.

#### **11.1.2**

These requirements may be enforced by work stoppage injunctions issued by the District Court pursuant to law; or suit may be filed by the County Attorney on behalf of the BCC for damages resulting to rights-of-way that are planned for public use due to noncompliance with these requirements.

#### **11.1.3**

Construction tolerances shall conform to the requirements of the Construction Specification Tolerances that are included herein as Appendix D.

### **11.2 General Policies**

#### **11.2.1**

Where road improvements are required for a subdivision, the initial capital cost will be paid by the developer. After final acceptance of the roads, the County will then provide a normal level of maintenance as available funds, manpower and equipment permit. A normal level of maintenance consists of street sweeping, snow plowing, repair and cleaning of drainage structures, and general maintenance of the roadway in a condition deemed safe by the Douglas County Public Works Operations.

#### **11.2.2**

The County will maintain only those roads specifically accepted for maintenance by the Engineering Director.

#### **11.2.3**

Roadways shall not be opened to general public traffic until necessary traffic control devices have been installed. Before a new roadway is accepted by Douglas County, it shall be properly signed and striped according to the accepted plans.

#### **11.2.4**

See applicable Improvement Agreement for requirements on completion of improvements.

#### **11.2.5**

Any roadway that is constructed by a Metro and/or Special District (District) or other quasi-governmental agency (Agency) shall execute an Inter-Governmental Agreement (IGA) with Douglas County. The IGA shall specify that the District or Agency must conform to the two-year warranty period criteria as defined in Section 11.3.



### **11.3 Preliminary Acceptance Process**

#### **11.3.1**

Once improvements (streets and/or drainage), which are covered by a valid Douglas County permit, are constructed to Douglas County standards the Owner / Developer shall request a Preliminary Walk Thru Acceptance.

#### **11.3.2**

After the Preliminary Walk Thru Acceptance has been completed and any deficiencies repaired, the Owner / Developer shall submit a completed and signed “Request for Warranty Acceptance” form to the Engineering Director requesting Preliminary Acceptance. The request shall acknowledge that the Owner/Developer has fulfilled the subdivision improvement agreement requirements on the extent of public improvements. The request shall be accompanied by a vicinity map, the map should show access to the filing or phase from the nearest arterial roadway. The roads included in the request must be highlighted on the map and all street names must be legible.

#### **11.3.3**

It is the practice of Douglas County to accept all the improvements for a subdivision 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 Owner / Developer desires partial acceptance of subdivision public improvements, a request for such partial acceptance should precede the request. The partial acceptance request should define and justify the partial acceptance schedule and explain the circumstances of the partial acceptance request. Such requests shall be considered by the Engineering Division on a case by case basis.

#### **11.3.4**

As-Built drawings, per Chapter 7 of these Roadway Standards, shall accompany the request.

#### **11.3.5**

Included with the acceptance request shall be 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 with 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 Douglas County.

#### **11.3.6**

If the engineer cannot verify substantial compliance with the accepted construction plans, a list of changes or exceptions to the plans shall be provided for consideration of acceptance by the Engineering Director. These must be documented by submitting As-Built Drawings with the list of changes or exceptions.

#### **11.3.7**

Included with the acceptance request shall be a profil-o-graph of all concrete arterials roadways constructed with the project. Profil-o-graph tests shall be made for each driving lane. Copies of the tape and the reduced data shall be submitted to the County. Acceptance criteria for "smoothness" shall be based on CDOT 2017 Standard Specifications, Section 105.07.



**11.3.8 Terms of Maintenance Responsibility**

**11.3.8.1**

Until Final Acceptance by the County of the Subdivision Improvements, Developer shall, at Developer'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 street sanding, snow removal, and cleaning. Subsequent to Preliminary Acceptance and subject to accessibility, Douglas County Engineering may elect to relieve the Developer of traffic signage and snow removal responsibility. Specific reductions or releases of responsibility must be in writing signed by the Engineering Director.

**11.3.8.2**

Traffic control devices, either temporary or permanent, as accepted on the construction plans, must be installed before the County will accept the improvements.

**11.3.8.3**

The County will not be responsible for installation or maintenance of any barricades or warning signs required to protect the public due to construction phasing.

**11.3.8.4**

During the warranty period, the Developer shall be responsible for all corrective or preventative maintenance as requested by Douglas County in writing, to ensure that all improvements are in-place for as much of the Preliminary Warranty period as possible. Such maintenance shall commence within thirty (30) calendar days after receipt of said written request (weather permitting).

**11.3.9 Acceptance Inspection Scheduling**

Upon completion of each phase of improvements, the Owner/Developer shall request Preliminary Walk Thru Acceptance of the completed public improvements. The County will inspect the improvements, within ten (10) working days after request, and if the improvements are in substantial compliance with the accepted plans, accept such improvements.

The Owner / Developer shall be responsible for assuring that all the improvements are in good repair and are generally in an acceptable condition for a thorough visual inspection.

**11.3.9.1 Changes to Acceptance Inspection Date**

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

**11.3.10 Notification of Deficiencies**

At the time of or within 10 working days following an acceptance inspection, the County shall provide the Owner/Developer with a written list of deficiencies (Punch List) for the improvements. These Punch List items must be rectified by the Owner/Developer as a condition of the County granting Preliminary Acceptance. The Owner/Developer shall obtain the necessary permits prior to commencing the remedial work. The first permit for Punch List items will be issued at no cost and be valid for 60 days. In the event the Punch List items are not complete within 60 days, an additional permit(s) will be required to be purchased at the current minimum fee or the normal cost of remaining items to be constructed (whichever is greater).



### 11.3.10.1 Deferral Request

At the request of the developer and the discretion of the County, various punch list items at the time of Preliminary Acceptance may be deferred to Final Acceptance by the County. Deferred items may require additional security in addition to the Warranty Security of 15%.

The following is of list of items that could be deferred in order to obtain Preliminary Acceptance:

- a) Asphalt blemishes that can be fixed with an infrared patch
- b) Sidewalk chase drains, **see Note 1, below**
- c) Cracked concrete sidewalk that doesn't pose a trip hazard (i.e.: hairline cracks)

Notes:

1. The developer may be required to install sidewalk chase drains prior to the end of the 2-year warranty period if there is evidence of regular flow of water (other than irrigation run-off or ice and algae growth) on the sidewalk.
2. Concrete sidewalk, curb & gutter, and handicap ramp expansion joints that still need to be caulked can be deferred up to 2 months from the time of Initial Acceptance at the discretion of the County.

### 11.3.11 Reinspections

When the Owner/Developer completes the repairs according to the deficiency list previously provided, a reinspection may be scheduled by calling the Inspection Section of the Engineering Division. The County shall give reinspection priority over new acceptance inspections when and if scheduling conflicts arise.

### 11.3.12 Granting Preliminary Acceptance

The County Engineering Inspector shall recommend granting or denial of Preliminary Acceptance based on reinspection for compliance with the written deficiency list previously provided to the Owner/Developer. If new deficiencies are found, either in quality or extent of construction, the Owner/Developer shall be notified in writing that these new deficiencies shall be corrected as a condition of Final Acceptance. Preliminary Acceptance will not be delayed by discovery of new deficiencies.

The County shall issue written notice either granting or withholding Preliminary Acceptance within ten (10) working days of the acceptance reinspection. If acceptance is denied, deficiencies shall be explicitly delineated for Owner/Developer to remedy and schedule a reinspection. The Preliminary Acceptance Letter shall specify the date on which the Owner / Developer is eligible to request Final Acceptance.

### 11.3.13 Denial of Preliminary Acceptance

A request for Preliminary Acceptance of subdivision improvements for which such acceptance has been previously denied by Douglas County shall be treated as a new request for acceptance.

### 11.3.14 Warranty Security

Upon acceptance of Preliminary Acceptance of any phase or phases of a project, the Owner/Developer shall submit security in the form of a letter of credit acceptable to Douglas County or a certified business check for deposit. Security shall be held for the duration of the two-year warranty period and until the Owner/Developer's obligation of the Preliminary Acceptance



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period is satisfied or earlier release by the County. Preliminary Acceptance security amounts are defined in the Improvements Agreement. For warranty periods greater than two years, an additional security amount shall remain in force as agreed to by the Owner/Developer and Douglas County.

### **11.4 Final Acceptance Process**

#### **11.4.1**

No sooner than 60 days prior to the completion of the two-year or other warranty period within a phase or phases of the project the Owner/Developer shall make request with the Engineering Inspections Division for inspection of the site. The Owner / Developer is responsible for having the public improvements clean and free of debris at the time of the inspection. Failure to do so shall require rescheduling the inspection. Rescheduling will be treated as a new inspection, not a re-inspection.

#### **11.4.2**

During the field inspection a Punch List of items requiring remedial action will be prepared. The Punch List shall be issued to the Owner/Developer within ten (10) working days of completing the inspection.

#### **11.4.3**

The Owner/Developer shall obtain the necessary permits prior to commencing the remedial work. The first permit for Punch List items will be issued at no cost and be valid for 60 days. In the event the Punch List items are not complete within 60 days, an additional permit(s) will be required to be purchased at the current minimum fee or the normal cost of remaining items to be constructed (whichever is greater).

#### **11.4.4**

Upon completion of all remedial work, the Owner/Developer shall request a Final Inspection with the Engineering Inspections Division.

#### **11.4.5**

Upon satisfactory completion of the Final Inspection and the two-year warranty period, as outlined in the Preliminary Acceptance Process, the Owner/Developer shall submit a completed and signed "Request for Full Term Maintenance" form, see Section 16.6, to the Engineering Director requesting Final Acceptance. The Engineering Director shall accept the request for Full Term Maintenance within ten (10) working days.

#### **11.4.6**

Once Final Acceptance has been obtained by the Owner/Developer of any phase or phases of the project, any warranty security held by Douglas County for said phase or phases will be released to the Owner/Developer.

#### **11.4.7**

In the event of a winter Final Acceptance date, it would be acceptable to Douglas County to make a request to the Engineering Inspections Division for inspection of any phase or phases of a project earlier than 90 days prior to the expiration date of the two-year warranty period. Each request will be considered by the Engineering Inspections Division on a case by case basis.



**11.5 Acceptance of Roadways by a Special District or Other Quasi-governmental Agency to be Accepted by Douglas County**

When a District or Agency constructs a roadway, Douglas County will require both the Preliminary and Final Acceptance walk-throughs, the execution of the punch lists, 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.