

## **Chapter 14**

### **Acceptance Procedures and Requirements for Private Construction of Public Improvements**

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## Chapter 14

### Acceptance Procedures and Requirements for Private Construction of Public Improvements

#### **14.1 Application of Standards**

These requirements shall apply to all new private development construction and site development construction within City-dedicated right-of-way and easement areas that are planned for or subject to public use within the jurisdiction of the City of Sioux Falls and is not associated with a Subdivision Construction Agreement. This acceptance shall consist of all public improvements included in the approved construction plans.

**14.1.1 Acceptance Limitation.** The acceptance of an improvement shall in no way constitute an assumption by the City of liability for defects in the improvement. By accepting the improvement, the City does not warrant or guarantee that the improvement has been properly designed or constructed. Any errors or omissions of the Owner/Developer/Engineer shall not be the responsibility of the City.

#### **14.2 Acceptance and Warranty**

It is the responsibility of the Owner/Developer/Engineer to notify the City Engineer when the required public improvements are complete. Acceptance of the public improvements will be completed in two stages: Utility Acceptance, which includes the water main system, sanitary sewer system, storm drain system, and sump pump collection systems; and Final Acceptance, which shall consist of all other public improvements including, but not limited to, grading, crushed base, valley gutters, fillet sections, curb and gutter, surfacing, and sidewalks.

**14.2.1 Utility Acceptance and Warranty.** The Owner/Developer shall warrant all water main, sanitary sewer, storm drain, and sump pump collection systems to be free of defects for a period of two (2) years.

**14.2.2 Final Acceptance and Warranty.** The Owner/Developer shall warrant all other public improvements including, but not limited to, grading, crushed base, valley gutters, fillet sections, curb and gutter, surfacing, and sidewalks free from defects for a time period of one (1) year.

#### **14.3 General**

The City will not provide snow removal services on streets where manholes, valve boxes, fillets, valley gutters, and any other items protrude above the roadway surface.

The Owner/Developer shall maintain the improvements and repair or correct any deficiencies that may occur prior to the expiration of the respective warranty.

The Owner/Developer shall be responsible for installation and maintenance of any barricades or warning signs required until the work is complete and accepted by the City Engineer.