

Article IX
BONDING, INSPECTION, ACCEPTANCE,
AND MAINTENANCE STANDARDS

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Section 9-1 **INTENT**

The intent of this article is to protect the public health, safety, and general welfare of the citizens of the unincorporated area of the county through the establishment of procedures for the bonding, inspection, acceptance, and maintenance of improvements.

Section 9-2 **APPLICABILITY**

The requirements set forth in this article shall be applicable to all residential subdivisions of land, all multifamily residential and nonresidential developments and any development proposing the construction or alteration of a public or private roadway. As used in this Article, the "Department" shall refer to the Department of Development Services.

Section 9-3 **PERFORMANCE AND WARRANTY GUARANTEES**

- (1) **Types of Performance and Warranty Guarantees** – All surety instruments and bonds submitted to the county shall run in favor of the Board, must be in a form acceptable to the County Attorney, and shall be either:
 - (a) **Performance Bond** – A performance bond shall provide assurance that any improvement proposed for acceptance by the county will be performed to an identified level and completed in a timely manner. The bond amount shall be adequate to secure construction for the approved improvements including but not limited to: roadway (including the two-lift system), drainage, sidewalk, and vegetation. A performance bond shall be underwritten by a surety insurer authorized to transact such business in the State of Florida;

- (b) Letter of Credit – A letter of credit shall provide assurance that any improvement proposed for acceptance by the county will be performed to an identified level and completed in a timely manner. A letter of credit may also be provided to warrant improvements that are to be accepted by the county. All letters of credits shall be irrevocable shall be issued by a financial institution authorized to conduct business within the state;
 - (c) Warranty Bond – A warranty bond shall provide for the warranting of any improvements proposed for acceptance by the county. All warranty bonds shall be underwritten by a surety insurer authorized to transact such business in the State of Florida; or
 - (d) Other – Any other means of security acceptable by both the county attorney and the Department director.
- (2) **Performance Guarantees** – The following provisions shall apply to all residential subdivisions and non-residential developments that are required to make improvements to an existing public roadway or transportation facility or are proposing the constructing of a new public roadway or transportation facility.
- (a) Required – A performance guarantee shall be provided to the county before final plan approval for a non-residential development or multifamily residential development and before final plat approval for a residential subdivision. The amount of the performance guarantee shall be determined by the amount of required improvements that have been installed and approved by the Department. The performance guarantee provided to the county shall be in a form acceptable to the county and shall be equal to 110 percent of the estimated cost of the improvements remaining to be constructed or installed.
 - (b) Reduction – The reduction of the amount of a performance guarantee may be authorized by the Department after completion of any separable phase or portion of the required or proposed improvements. The amount of any given reduction shall not exceed eighty percent of the cost of the completed work, as determined by the Department, following review of a cost estimate for said work prepared and certified by the developer's engineer. A reduction in construction security shall not be construed as acceptance of the improvements.
 - (c) Release – A performance guarantee shall be released only upon acceptance of the improvements by the county.
 - (d) Extension – The Department may, upon a showing of good cause, extend the completion date that has been set forth in writing for an improvement for a maximum period of one additional year.
 - (e) Failure to Perform – In all developments where the required improvements have not been installed within the period specified, the Board may declare the performance guarantee to be in default and require that all improvements be installed regardless of the extent of the building development at the time the guarantee is declared to be in default. In the event a performance guarantee is declared to be in default, the Board shall call upon the security provided, or any portion thereof, for completion of the remaining work. If a security is

exhausted before completion of the work, the developer shall remain liable for any resulting deficiency. However, the county shall not be responsible for completing any development with public funds. The county shall have the right to rescind approval of a final plat in which improvements have not been installed.

- (3) **Warranty Guarantees** – At such time when the county agrees to accept the dedication of an improvement, the developer shall execute an agreement on a form provided by the county attorney, guaranteeing the required improvements against all defects in workmanship or materials, including failure to construct in accordance with approved plans and specifications.
 - (a) **Time Period** – All warranty guarantees submitted to the county for the purpose of guaranteeing improvements shall be for a time period of two years.
 - (b) **Amount** – Prior to the acceptance of dedication by the county of any roadways or facilities, the person, firm or corporation seeking acceptance shall furnish the county with a warranty guarantee in an amount equal to ten percent of the total cost of the improvements or construction performed.
 - (c) **Improvement Deficiency** – In all developments where improvements have not been installed in accordance with these regulations and the adopted standard, the Board may call upon the warranty guarantee for repair of any improvement that does not adhere to the adopted standard.
 - (d) **Date of Warranty Guarantee** – The date of the warranty guarantee shall coincide with the date of acceptance of the improvement by the Board.
- (4) **Calculation of Improvements** – To determine the amount of a performance or warranty guarantee, the Department shall review an itemized construction cost estimate prepared and certified by the development's engineer which shall include survey, engineering, construction and materials cost or an actual contract price or portion thereof.

Section 9-4 COMPLETION OF IMPROVEMENTS

All required improvements shall be installed at the expense of the applicant in accordance with this code and the standards adopted by the county.

- (1) **Permanent Improvements** – All required or proposed permanent improvements shall be installed by the developer and shall include, but are not limited to, the grading and improvement of all roadways, the installation of all survey monuments, utilities, water mains and surface and ground water drainage channels, including lot improvements on individual lots. For residential developments, the developer or builder shall provide a lot as-built drawing prepared by a State of Florida licensed professional surveyor based on and using the approved plans submitted by the engineer of record prior to issuance of a Certification of Occupancy. The number of copies and type of submittal shall be determined by the Engineering Division.
- (2) **Temporary Improvements** – The developer shall be responsible for the construction and maintenance of all temporary improvements, which may include, but are not limited to, temporary turn around, temporary turn lanes, and temporary median islands. The length and level of maintenance for all temporary improvements shall be at the discretion of the Department.

- (3) **Conditional Certificates of Occupancy** – If a conditional certificate of occupancy is issued for a development and all improvements are not completed within the specified time period of the conditional certificate of occupancy, the building official shall have the authority to terminate power to the development until such time that all necessary measures, as directed by the engineering division and the building official, have been taken to ensure all improvements have been installed in accordance with this code and the adopted standards.

Section 9-5 INSPECTION OF IMPROVEMENTS

The county shall provide for the inspection of required or proposed improvements, public or private, during construction to ensure satisfactory completion. If the appropriate governmental representative finds, upon inspection, that any of the required improvements have not been constructed in accordance with this code and the adopted construction standards and specifications, the applicant shall be responsible for correcting the problem and completing the improvements to the required standard prior to the release of the performance guarantee and/or issuance of a certificate of occupancy. All private improvements shall be required to pay a fee for inspection of all required improvements normally associated with the inspection of public improvements.

(1) Inspections

- (a) **Pre-Construction** – Prior to commencing construction on a residential or a non-residential development, the developer shall be responsible for scheduling a meeting with the county or its designee. The developer shall contact the Department and the Clay County Utility Authority a minimum of five working days before the meeting date requested. The developer shall be responsible for ensuring the development's engineer and the contractor is present at the meeting. The purpose of the meeting will be to discuss regulations and procedures.
- (b) **During Construction** – The county or its designee will periodically visit the project site to make a visual inspection of the progress of the work and methods of construction. Upon observation of work that is not in accordance with this code and the adopted specifications, the county will notify the developer's superintendent or developer's engineer and request that necessary corrections be made or test performed to assure compliance with the specifications, at no cost to the county. Timing for inspections shall be discussed and agreed upon during the pre-construction meeting.
- (c) **Final Inspection** – Upon completion of a project in accordance with the approved plans, the developer shall notify the applicable county staff in writing. Upon receipt of a written request for a final inspection of the completed work, the county shall, within one week, perform the final inspection. Along with the request, the developer shall provide the Department with as-built drawings prepared by a State of Florida licensed professional surveyor based on and using the approved plans submitted by the engineer of record. The number of copies and type of submittal shall be determined by the Department and the GIS Division.

A letter of compliance from the development engineer certifying compliance with this code and the adopted county standards must also be submitted. The standard letter format shall be provided by the Department.

- (d) Test Reports – Test reports prepared by a qualified, competent testing laboratory or a Florida Department of Transportation certified quality assurance lab technician. The test reports shall be furnished to the Department prior to requesting county acceptance of streets for maintenance. The tests shall be in compliance with all approved county standards or as required by the Department.
- (e) Certificates of Compliance – Certificates of compliance with the specification, furnished by the materials supplier, shall be submitted all building and construction materials.

Section 9-6 MAINTENANCE OF IMPROVEMENTS

The applicant shall be required to maintain all required, proposed, or installed improvements, until acceptance of the improvements by the Clay County Board of County Commissioners. All temporary improvements shall be maintained by the developer to the satisfaction of the Department.

Section 9-7 ACCEPTANCE OF IMPROVEMENTS

All dedication and formal acceptance of all roadways and easement shall be by formal action of the board and shall adhere to the following procedures:

- (1) Request for Acceptance – All requests for acceptance for all roadways and easements by the county shall be submitted to the Department at least ten working days prior to the Board meeting at which formal acceptance is requested. The request will be required in writing and is to be accompanied by the warranty guarantee and any other required documentation deemed necessary for acceptance.
- (2) Acceptance – Upon acceptance of a roadway or easement by the county the performance guarantee, if existing, will be released by the Department and a warranty guarantee shall become effective upon the date of adoption.

Section 9-8 LEGAL STATUS OF THIS ARTICLE

To the extent of any conflict with the other regulations of the county, and except as herein specifically provided, this article supersedes any other regulations with respect to the subject matter hereof.

Section 9-9 ADMINISTRATION

This article shall be administered by the Department. If the Department director finds that any improvement has been constructed or erected or is being maintained in violation of the provisions of this article, the Department director shall be authorized to issue a "Stop Work Order" which shall be in effect until such deficiency has been corrected or the issue has been resolved.

Section 9-10 **ENFORCEMENT**

The Code Enforcement Special Magistrate shall exercise jurisdiction to enforce the provisions of this article consistent with the power and authority conferred upon it by general Florida law and applicable ordinance of the Board.

Section 9-11 **APPEALS**

Any person adversely affected by a decision of any county official or employee in the interpretation of this article may appeal such decision to the Board of Adjustment in accordance with Article XII.

Section 9-12 **FEES**

The Board shall, by resolution, establish fees for the inspection of improvements, either public or private. Evidence of the applicant paying all required fees shall be submitted before acceptance of any improvement and issuance of a certificate of occupancy.