

## II. REQUIREMENTS FOR DEVELOPMENT

### 1. WORK OUTSIDE REGULAR HOURS:

No work shall be done outside the regular hours or on Sundays or holidays without prior notification to the Engineer.

### 2. PERMITS, CONNECTION FEES, AND UTILITY SERVICES:

The Owner shall be responsible for obtaining and paying for all required permits. The Owner shall be responsible for paying all connection fees.

The Owner shall be required to pay for any City services provided to include water procured for cleaning, flushing, testing, or other construction purposes during the course of the work.

### 3. PERFORMANCE AND DEFECT BOND:

The Owner may proceed with the installation of improvements based on the approved construction plans and apply for recordation of the subdivision after all improvements on the approved construction plan have been accepted by the City. In lieu of this, the Owner may elect to post a bond assuring the installation of all improvements and apply for recordation prior to actual construction taking place. In addition a defect bond to guarantee the performance of the requirements of this division for a period of one year unless otherwise provided from the date of acceptance shall be required.

### 4. ORDINANCES HAVING JURISDICTION OVER WORK:

The Owner is hereby directed to familiarize himself with, and be governed by, all ordinances of the City of Chesapeake and such other agencies as may have jurisdiction over the work. Below are summaries of several such ordinances to which the Owner's particular attention is directed. It is emphasized that these are summaries only, and not all-inclusive and that the Owner should read the individual ordinances themselves to be certain of their contents.

- a. Chapter 28A. Wetlands Zoning. Prior to the placing of any amount of fill material on any type of wetlands, as legally defined, it is first necessary to obtain a Wetlands Permit from the City of Chesapeake Wetlands Board. Wetlands, as legally defined, includes all that land lying between and contiguous to mean low water and an elevation above mean low water equal to the factor 1.5 times the mean tide range at the site of the proposed project, and, upon which is growing any one or more of the 35 species or families of plant species listed in the City ordinance. Owners contemplating filling within this zone shall obtain clearance through the Chesapeake Department of Planning, Telephone Number 547-6176, prior to such filling.
- b. Chapter 29. Zoning. Article VI of the Zoning Ordinance of the City of Chesapeake entitled "Tabulation of Permitted and Conditional Uses", states that landfills one acre or more in size are permitted only after first obtaining a Use Permit from the City Council of the City of Chesapeake. Owners contemplating land fills greater

than one acre in size shall file for a Use Permit with the Department of Planning, Telephone Number 547-6176, prior to undertaking such activity.

- c. Chapter 21. Refuse, Garbage and Weeds. No garbage, trash or similar materials may be deposited anywhere in the City except as may be approved by the City Manager or his authorized Delegate. The Director of Public Works, acting as said Delegate, may grant a permit for solid fill material suitable for landfill purposes to be deposited on areas less than one acre in size. For additional information, contact the Permits Engineer of the Public Works Department, Telephone Number 547-6101. Larger fill operations would require a Use Permit obtained as mentioned in Item (b) above. The depositing of material accumulated from outside the City, and placing or dumping of rubbish or debris onto public property is also forbidden.
- d. Chapter 28. Blockage of Drainage. It is unlawful for any person to block or interfere with the flow of water in any ditch, watercourse or drainage easement unless approval is obtained from the Department of Public Works. Any questions on this ordinance should be directed to the City Engineer at the Public Works Department, Telephone Number 547-6101. Any violation is a misdemeanor, and each day's continued violation is a separate offense.

5. TRAFFIC CONTROL:

- a. All signing, barricades, drums and other traffic controls shall be in accordance with the Federal Manual on Uniform Traffic Control Devices, (1978) including all changes and revisions to date and the Virginia Work Area Protection Manual dated January 1987 with all changes and revisions. Whichever is more restrictive shall apply.
- b. All construction signs shall have orange flags. Any signs used at night shall be reflectorized and have flashing amber lights.
- c. Protective devices shall be in accordance with the Virginia and Federal manuals described above. Lights used to protect work area, equipment or other hazardous areas at night shall have flashing amber lights. All lights used to delineate the lanes at night shall have steady burn amber lights.
- d. The Owner shall notify the Traffic Engineering Division (547 -6101) 48 hours in advance of beginning work or the closing of any street.
- e. Plans for the signing, barricading and other traffic controls and/or detours shall be furnished by the Owner for approval by the Engineer. Such plans shall be submitted 7 working days in advance for the time needed through the Engineer.
- f. Where primary highways or major roadways are paved, pavement markings shall be installed promptly after the paving. If the construction work requires changes be made in the traffic pattern, the final asphalt pavement surface shall not be applied until such work is done, in order that temporary pavement markings may be applied to the base coat.

- g. The Owner shall check all signs, drums and barricades connected with this project every morning before work and evening when work is stopped for the day to ensure that they are in proper order. On weekends, holidays and when the project is shutdown, the Owner shall have these traffic control devices checked daily to see that they are properly located and operating.
- h. The Owner shall maintain access to all properties, especially for emergency vehicles, at all times.
- I. Work shall be conducted in such a manner as to cause a minimum delay to school bus traffic. When traffic is being flagged, the flag person(s) shall expedite the movement of these busses, particularly in the morning.
- j. At anytime the project is not properly signed, barricaded or otherwise found unsafe so as to create a danger to the safety or the general public, the Engineer and/or City Safety Officer may have work stopped until such conditions are corrected.
- k. The signing, barricading, pavement marking and other traffic controls and/or detours may be changed at any time during the project when deemed necessary in the opinion of the Engineer, and to have such changes made shall be the responsibility of the Owner. All pavement markings, whether temporary or permanent, shall be fully retro reflective.
- l. When flaggers or other means of traffic control are used for one lane traffic, strict adherence to Manual on Uniform Traffic Control Devices Section 6. f. Control of Traffic Through Work Areas, shall be required.

6. SERVICE COMPLAINTS:

Service complaints caused by the Owner, in the opinion of the Engineer, shall be repaired by the Owner immediately. Failure to respond to the service complaint shall cause the City to investigate and correct the situation at the Owner's expense.

7. UTILITY COORDINATION AND MAINTENANCE OF SERVICE:

The Owner shall insure that any public or private utility companies or agencies having facilities in the right-of-way and facilities that would prevent the performance of the work, relocate, adjust or remove same so as to permit the work. It shall be the Owner's sole responsibility and expense to determine the precise nature and extent of conflicts (with assistance from the utility agency if required), and to coordinate with the utility(ies) to insure that the timing and location of adjustments are such as to minimize their inconvenience and expense, to cause no delay of the work, and to cause minimal inconvenience to residents in the area of the work. Further, the Owner shall be responsible to maintain all existing water mains and sewer lines during construction operations and repair any service problems immediately. Failure to correct any problem shall cause the City to do so at the Owner's expense.

8. CONSTRUCTION RECORD DRAWINGS:

The Owner is required to submit to the City "as built" plans with two (2) sets of (double matte, 3 mil minimum) mylar and three (3) sets of prints to the City prior to the City's final acceptance and in accordance with the requirements of Chapter One, Section II and Appendix III of Volume I of the City's Public Facilities Manual.

9. WEATHER CONDITIONS:

In the event of temporary suspension of work, or during inclement weather or whenever the Engineer shall direct, the Owner will protect carefully his work and materials and existing public facilities against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure, such materials shall be removed and replaced at the expense of the Owner.

10. SPECIFICATIONS:

All work shall be performed in accordance with the Virginia Department of Transportation Road and Bridge Specifications dated January 1987, unless otherwise provided in these documents and approved construction plans.

11. PHOTOGRAPHS OF THE DEVELOPMENT:

Prior to commencing construction, the Owner shall furnish photographs of the development, sufficient to show any existing damages to facilities within the public right-of-way. Any area in which photographs are not furnished will be considered in good condition and if damages occur during construction they will be repaired or replaced by the Owner at his expense.

12. DISCREPANCIES BETWEEN PLANS AND PFM VOLUMES II AND III

In case of any discrepancy within or between any portion of the Plans and PFM Volume III, the more restrictive shall govern, unless otherwise directed by the Engineer.

13. WORK NOT COVERED BY PLANS:

Any work which is required for the proper completion of the development in accordance with the approved plans and sound construction practices, but which is not explicitly shown on the Plans, shall be performed by the Owner at his expense.

14. ENCROACHMENTS:

If there are any objects, other than utilities, within the Construction Limits, which would prevent the performance of the work, the Owner shall be responsible for moving same, according to the following provisions:

- a. Mailboxes shall be moved by the Owner on a temporary or permanent basis only as directed by the Engineer.
- b. When necessary, the Owner shall ask the property owner of any moveable object to move same to a point where it will not interfere with his operations.
- c. Where any object lies wholly or partially outside the Construction Limits, but is so close to same as to interfere with or be substantially damaged by the Owner's operations in completing the work, the Owner shall remove or protect the said object directed by the Engineer.

15. CHANGES IN WORK:

No changes shall be made in the work covered by the approved construction plan and PFM Volumes II and III until a plan revision for the work has been approved by the Department of Public Works.

16. SUBSTITUTES OR EQUALS:

Where the Owner proposes to use any substitute or "equal" materials or equipment in place of those specified or described on the plan, or proposes to use means, methods, techniques, sequences, or procedures of construction other than that specified in PFM Volumes II and III, a plan revision must be submitted to the Department of Public Works for approval. Shop drawings may also be required.

17. PUBLIC FACILITIES MANUAL VOLUME II & III:

Prior to Construction the Owner is required to obtain a copy of the Public Facilities Manual, Volume II and Volume III of the Department of Public Works, City of Chesapeake, Virginia. A copy can be purchased at the Engineering Division of the Department of Public Works.

18. MOVING OF EQUIPMENT UPON PUBLIC ROADS:

The Owner shall comply with all legal weight limitations in the hauling and moving of equipment upon public roads. The operation of tracked equipment on paved public roads is prohibited unless replacement of the surface is included on the plans. The Owner shall be liable for damages which result from the hauling or operation of equipment. Damaged pavement shall be milled and overlaid or overlaid as directed by the Engineer.

19. TECHNICAL SPECIFICATIONS:

All development plans are subject to Section VI Technical Specifications of this manual. Sections referring to "Measurement and Payment" will not be applicable for development plans.

20. REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES;  
REPORTING AND RESOLVING DISCREPANCIES:

Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of plan approval.

21. ASBESTOS, PCBs, PETROLEUM, HAZARDOUS WASTE OR RADIOACTIVE  
MATERIAL:

Owner shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated on the plans and within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site.

22. HAZARD COMMUNICATION PROGRAMS:

Owner shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

23. CLARIFICATIONS AND INTERPRETATIONS:

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Plans and Specifications (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with the intent of and reasonably inferable from Plans and Specifications. Such written clarifications and interpretations will be binding on Owner.

24. DECISIONS ON DISPUTES:

Engineer will be the initial interpreter of the requirements of the Plans and PFM Volume III and judge of the acceptability of the Work thereunder.

25. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF  
DEFECTIVE WORK:

Note of Defects: Prompt notice of all defective Work of which the Engineer has actual knowledge will be given to Owner. All defective Work may be rejected, corrected or accepted as provided in this Section.

Access To Work: Owner, Engineer, Owner's Engineer, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Owner shall provide them proper and safe conditions for such access and advise them of Owner's site safety procedures and programs so that they may comply therewith as applicable.

Tests and Inspections: Owner shall give Engineer timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

Owner shall pay for the services of an independent testing laboratory to perform all inspections, tests or approvals required by the City.

If any work (or the work of others) that is to be inspected, tested or approved is covered by Owner without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

Uncovering Work: If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Owner's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Owner, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Owner shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction.

Correction or Removal of Defective Work: If required by Engineer, Owner shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with Work that is not defective. Owner shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

Correction Period: If within one year after the date of acceptance any Work is found to be defective, Owner shall promptly, without cost to City and in accordance with written instructions: (I) correct such defective Work, or, if it has been rejected by Engineer, remove it from the site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Owner does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by owner.

26. PUBLIC IMPROVEMENTS FINAL INSPECTION:

The owner will be responsible for requesting utility and Public Works final inspection. Final inspection will be conducted by inspection supervisor, utility field superintendent and Public Works Field Superintendent and developer's representative.

27. ADJACENT PROPERTY NOTIFICATION:

The contractor shall provide written notification to all owners and residents of property adjacent to a development or offsite improvements, 30 days prior to the commencement of work unless otherwise directed by the City. Construction within easements or on Public right-of-way necessitates notice whether adjacent to or located on the adjoining property. Failure to provide the minimum notification time will result in a suspension of work. The written notification shall conform to the sample letter of page D-8.



## RESIDENT NOTIFICATION

(This Form Should Be Placed on Developer/Company Letterhead)

Date

RE: (Development Name)

Dear Property Owner:

Construction of the above referenced project will begin on or after (anticipated date to start construction – not less than 30 days from date of letter). Construction will occur on (Tax Map Number and location of offsite improvements). The estimated completion date for this project is (estimated ate to project completion).

If you have any questions concerning the construction of this project, please contact (developer's representative) at (phone number of developer's representative).

Sincerely,

Developer's Representative  
Title

cc: Robert P. Morrisette, Jr., P.E., Assistant City Engineer