

ADMINISTRATION AND GENERAL REGULATIONS

99.1. **ADMINISTRATION AND GENERAL REGULATIONS**

99.1.1. **Title** – These regulations shall be known as and referred to as the “TOWNSHIP of Upper St. Clair Public and Private Improvements Code.”

99.1.2. **General Purposes** – The general purposes of these regulations are to:

99.1.2.1. Control the awarding of CONTRACTS for the construction of PUBLIC IMPROVEMENTS and related facilities by the TOWNSHIP.

99.1.2.2. Establish CONSTRUCTION STANDARDS and SPECIFICATIONS governing the construction of PUBLIC and PRIVATE IMPROVEMENTS within the TOWNSHIP.

99.1.2.3. Control the construction and installation of PUBLIC and PRIVATE IMPROVEMENTS within the TOWNSHIP by DEVELOPERS and PUBLIC UTILITY COMPANIES.

99.1.2.4. Control the acceptance of PUBLIC IMPROVEMENTS.

99.1.2.5. Control the satisfactory completion of PRIVATE IMPROVEMENTS.

99.1.3. **Interpretation of the Provisions of the CODE** – The TOWNSHIP MANAGER or his designated representative shall be responsible for the administration, enforcement and interpretation of the CODE with the advice of the ENGINEER.

99.1.4. **Applicability** – These regulations shall be applicable to the construction of all PUBLIC and PRIVATE IMPROVEMENTS within the TOWNSHIP.

99.1.5. **Requirements for CONTRACTS**

99.1.5.1. The administration of the purchase of labor, materials and supplies for the PUBLIC IMPROVEMENTS by the TOWNSHIP shall be subject to the Charter, the TOWNSHIP Administrative Code, this CODE and any regulations established under Article 99.1.3 of this CODE.

99.1.5.2. Content of CONTRACT Documents. CONTRACT documents for PUBLIC IMPROVEMENTS where a Contractor has contracted with the TOWNSHIP and TOWNSHIP shall consist of the following:

99.1.5.2.1. **Notice to the Bidders** - See Section 99.6.1.

99.1.5.2.2. **Scope of work and Project Specifications** - See Section 99.6.2.

99.1.5.2.3. **Bid** - See Section 99.6.3.

99.1.5.2.4. **Non-Collusion Affidavit** - See Section 99.6.4.

99.1.5.2.5. **Instructions for Bidders** - See Section 99.6.5.

- 99.1.5.2.6. **Notice of Award** - See Section 99.6.6.
- 99.1.5.2.7. **Agreement** - See Section 99.6.7.
- 99.1.5.2.8. **Performance Bond** - See Section 99.6.8.
- 99.1.5.2.9. **Labor and Materials Bonds** - See Section 99.6.9.
- 99.1.5.2.10. **Certificate of Insurance** - See Section 99.6.10.
- 99.1.5.2.11. **Notice to Proceed** - See Section 99.6.11.
- 99.1.5.2.12. **Notice of Commencement** - See Section 99.6.12.
- 99.1.5.2.13. **Change Order** - See Section 99.6.13.
- 99.1.5.2.14. **Stop Work Order** - See Section 99.6.14.
- 99.1.5.2.15. **General Conditions** - See Section 99.6.15.
- 99.1.5.2.16. **Supplementary Conditions, if any, to be supplied to the ENGINEER** - See Section 99.6.16.
- 99.1.5.2.17. **Irrevocable Letter of Credit** - See Section 99.6.17.
- 99.1.5.2.18. **General SPECIFICATIONS for PUBLIC and PRIVATE IMPROVEMENTS, as needed** - See Section 99.5. in its entirety.

99.1.6. **Basis of Payment** – unless specifically detailed in the Project Specifications and provided for as a unit in the Proposal Form, all work shall be included in the various Unit Prices or LUMP sum bid for the project.

99.1.7. **Construction of PUBLIC and PRIVATE IMPROVEMENTS**

99.1.7.1. PUBLIC and PRIVATE IMPROVEMENTS within the TOWNSHIP pursuant to a CONTRACT shall be constructed in accordance with this CODE.

99.1.7.2. PUBLIC and PRIVATE IMPROVEMENTS constructed by any person or entity including a DEVELOPER shall be constructed in accordance with Sections 99.4 and 99.5 of this CODE.

99.1.8. **Control of Construction of PUBLIC and PRIVATE IMPROVEMENTS by DEVELOPERS** – All Construction of PUBLIC and PRIVATE IMPROVEMENTS in the TOWNSHIP by DEVELOPERS shall be conducted in accordance with this Section of the CODE.

99.1.8.1. Notice prior to the start of work. In order that the TOWNSHIP may provide proper inspection and emergency services during construction, the DEVELOPER shall file with the TOWNSHIP a NOTICE OF COMMENCEMENT with the form set forth in Section 99.3 not less than two days prior to the start of work and shall also submit the following:

99.1.8.1.1. Names, addresses and telephone numbers of the resident superintendent, contractor and subcontractors and other responsible persons to be contracted in case of emergencies;

99.1.8.1.2. A detailed schedule of construction which is to be updated during construction if changes are made;

99.1.8.1.3. A list of suppliers;

99.1.8.1.4. Designated OSHA employee, neither the TOWNSHIP nor the ENGINEER is responsible for any OSHA requirements on any construction site.

99.1.8.2. **Supervision and Superintendence**

99.1.8.2.1. The DEVELOPER shall supervise and direct the work and be solely responsible to see that the work is done in accordance with the CONSTRUCTION STANDARDS and SPECIFICATIONS.

99.1.8.2.2. The DEVELOPER shall keep on the site at all times while construction is continuing a competent resident superintendent, who shall not be replaced without written notice to the TOWNSHIP. Upon approval of the TOWNSHIP the superintendent may be part time. The superintendent will be the DEVELOPER'S representative at the site and shall have authority to act on behalf of the DEVELOPER. All communications given to the superintendent shall be as binding as if given to the DEVELOPER.

99.1.8.2.3. The DEVELOPER shall be fully responsible for the acts and omissions of the contractors, subcontractors, persons and organizations directly or indirectly in his employ.

99.1.8.3. **Site Appearance** – The DEVELOPER shall keep the site free from accumulation of waste materials, rubbish and other debris, during the course of the work resulting from the work. At the completion of the work, the DEVELOPER shall remove all waste materials, rubbish and debris from and about the site, as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean.

99.1.8.4. **Dirt Control; Parking** – The DEVELOPER shall provide mud-free, dust-free areas on the worksite and all construction vehicles, equipment, materials and supplies shall be parked or stored in these areas when not in use. (No construction vehicles, vehicles of construction employees, equipment, materials or supplies shall encroach onto a STREET.) Upon approval of the TOWNSHIP, parking may be permitted without traffic obstructions.

99.1.8.5. **Hours of Construction** – The operation of heavy construction or excavation machinery, including but not limited to bulldozers, high-lifts, backhoes, trucks, power shovels, pumps and jack hammers, and the operations of equipment such as saws and drills or any other type of machinery in conjunction with the construction of PUBLIC and PRIVATE IMPROVEMENTS, which causes noise

sufficient to disturb the peace and general tranquility of the general public shall be prohibited in the entire TOWNSHIP between the hours of 7:00 PM and 7:00 AM, Monday through Saturday, and all day Sunday and on federally designated legal holidays.

99.1.9. **Control of Construction of UTILITIES by PUBLIC UTILITY COMPANIES**

99.1.9.1. A STREET opening permit is required for the installation of any UTILITIES within an existing STREET in accordance with the procedures and requirements set forth in Chapter 112 of the Code of the TOWNSHIP.

99.1.10. **Violations and Penalties**

99.1.10.1. It shall be unlawful for any DEVELOPER or PUBLIC UTILITY COMPANY to construct PUBLIC or PRIVATE IMPROVEMENTS regulated by this CODE, or cause the same to be done, in conflict with or in violation of any of the provisions of this CODE.

99.1.10.2. **Notice of Violation** – The TOWNSHIP MANAGER, or his designated representative, shall serve notice of violation or order on the DEVELOPER or UTILITY COMPANY responsible for the violation of the provisions of this CODE or the plans approved thereunder. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

99.1.10.3. Any person who violates a provision of this CODE or who shall fail to comply with any requirement thereof shall be subject to the provisions of Chapter 5, Enforcement of Ordinance, Penalties of the TOWNSHIP CODE. Each day that a violation continues shall be a separate offense.

99.1.10.4. **Abatement of Violation** – The imposition of the penalties herein prescribed shall not preclude the TOWNSHIP from instituting appropriate action to prevent unlawful construction or to restrain, correct or abate a violation or to stop an illegal act.

99.1.11. **Stop Work Order**

99.1.11. **Notice to Stop Work** – Upon notice from the TOWNSHIP MANAGER, or his designated representative, that work on the installation of PUBLIC or PRIVATE IMPROVEMENTS is being prosecuted contrary to the provisions of this CODE, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the DEVELOPER, or to the person doing the work. The stop work order shall state the conditions under which the work may be resumed. Reference Section 99.6.14.

99.1.10.2. **Unlawful Continuance** – Any person who shall continue any work in or about a work site after having been served with a stop work order, except such work

as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to the violations and penalties set forth herein.

99.1.12. **Procedure for Acceptance of PUBLIC IMPROVEMENTS**

99.1.12.1. The procedure for acceptance of PUBLIC IMPROVEMENTS shall be in accordance with Chapter 114 of the Code of the TOWNSHIP.

99.1.12.2. In order to guarantee the future placement of the wearing surface course and SIDEWALKS, without delaying the TOWNSHIP'S acceptance of the public improvements, the contractor (DEVELOPER) shall deposit an amount in escrow with the TOWNSHIP to guarantee the installation of the wearing surface course and SIDEWALKS. The amount of the escrow account will be determined by the DEVELOPERS, ENGINEER and reviewed by the ENGINEER. The contractor (DEVELOPER) will be expected to construct the wearing surface and SIDEWALKS when so directed by the TOWNSHIP, and the escrow account is intended only as a guarantee against his default. The escrow fund will be returned to the contractor (DEVELOPER) after the satisfactory completion of the wearing surface course and SIDEWALKS and acceptance by the TOWNSHIP. In the event that the contractor (DEVELOPER) does not install the wearing surface course and the SIDEWALKS when so directed, the TOWNSHIP will have the work done and pay for same from the escrow account. Any balance will be returned to the contractor (DEVELOPER) and any shortage will be charged to the contractor (DEVELOPER).

99.1.12.3. **Street and Site Lighting** – See 99.3.11.9.

99.1.12.4. All structures shall be set to finished grade visible and accessible.

99.1.13. **Procedure for Approval of PRIVATE IMPROVEMENTS** – In the event that a DEVELOPER has completed all of the necessary and appropriate PRIVATE IMPROVEMENTS for a development authorized by conditional use approval or planned residential development, the TOWNSHIP must approve the PRIVATE IMPROVEMENTS before Zoning Approval for Occupancy and Use will be issued. The following procedure shall be followed:

99.1.13.1. **Notification by DEVELOPER, Submittal of AS-BUILT PLANS** – In the event the DEVELOPER has completed all of the PRIVATE IMPROVEMENTS adequately and wishes to apply for Zoning Approval for Occupancy and Use, the DEVELOPER shall follow this procedure. The DEVELOPER shall notify the TOWNSHIP, in writing by certified or registered mail, of the completion of the PRIVATE IMPROVEMENTS with a copy to the ENGINEER. The notification shall be accompanied by a mylar and two (2) copies of the AS-BUILT PLANS. Said AS-BUILT PLANS must be submitted in digital format, if applicable.

99.1.13.2. **TOWNSHIP Authorization for Inspection** – The TOWNSHIP MANAGER or his direct representative shall, within ten (10) days after receipt of such notice, direct and authorize the ENGINEER or other professional to inspect the aforesaid improvements.

99.1.13.3. **Inspection and Report** – The ENGINEER or other professional shall thereupon file a report, in writing with the TOWNSHIP and shall promptly mail a copy of the same to the DEVELOPER by certified or registered mail. The report shall be made and mailed within thirty (30) days after receipt by the inspector(s) of the aforesaid authorization from the TOWNSHIP; and said report shall be detailed and shall indicate approval or rejection of said improvements, either in whole or in part, and if said improvements, or any portion thereof, shall not be approved or shall be rejected by the inspector(s), said report shall contain a statement of the reasons for such non-approval or rejection.

99.1.13.4. **Payment of Inspection Fees** – After favorable and final inspection has been reported, the DEVELOPER shall pay the TOWNSHIP all fees for the inspection of construction of PRIVATE IMPROVEMENTS and plan review by the ENGINEER or TOWNSHIP not covered elsewhere as set forth in Chapter 57 of the Code of the TOWNSHIP.

99.1.13.4.1. **TOWNSHIP Notification to DEVELOPER** – The TOWNSHIP MANAGER or his designated representative shall notify the DEVELOPER by letter that the PRIVATE IMPROVEMENTS have been approved.

99.1.13.4.2. **Failure of TOWNSHIP to act** – If the TOWNSHIP or the ENGINEER fails to act within 45 days from the receipt of the DEVELOPER'S notification of completion, all IMPROVEMENTS will be deemed to have been approved and the DEVELOPER shall be released from all liability, pursuant to its performance guarantee bond or other security agreement.

99.1.13.4.3. **Completion of Rejected PRIVATE IMPROVEMENTS** – If any portion of the said IMPROVEMENTS shall not be approved by the TOWNSHIP, the DEVELOPER shall proceed to complete the same and, upon completion, the same procedure or notification as outlined herein shall be followed.

99.1.13.4.4. The letter issued by the TOWNSHIP under Section 99.1.13.4.1. approving the PRIVATE IMPROVEMENTS shall be made a part of the application for Zoning Approval for Occupancy and Use, and such letter is a condition precedent to the granting of Zoning Approval for Occupancy and Use.

99.1.14. **Fees for PUBLIC and PRIVATE IMPROVEMENTS** – Before any PUBLIC IMPROVEMENTS which have been constructed by a DEVELOPER are acceptable to the TOWNSHIP, or before any PRIVATE IMPROVEMENTS which have been constructed by a DEVELOPER are approved or granted Zoning Approval for Occupancy and Use, the DEVELOPER shall pay to the TOWNSHIP the fees as provided in Chapter 57, Fees.

99.1.15. **Basis of Payment** – See specific project specifications for basis of payment procedures.

99.1.16. **Enactment of Amendments to the CODE** – This CODE may be amended by action of the Board of Commissioners in accordance with the TOWNSHIP Code; however the CONSTRUCTION STANDARDS in Section 4 of this CODE as they pertain to any particular PUBLIC AND PRIVATE IMPROVEMENT may be amended by the TOWNSHIP MANAGER motion of the Board of Commissioners upon recommendation of the ENGINEER.

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