

**CONSTRUCTION OF PUBLIC INFRASTRUCTURE
(Pavement, Drainage, Sanitary Sewer And / Or Water Facilities)
IN PUBLIC RIGHTS-OF-WAY OR EASEMENTS**

CHECKLIST of items required for release of plans and beginning construction (see Item 6):

<u>Submitted</u>	<u>N/A</u>	
_____	_____	Four (4) sets of Contracts, Bonds and Insurance certificates. (See instructions below.)
_____	_____	Five (5) copies of approved construction plans, sealed by a Professional Engineer (PE).
_____	_____	Plat is recorded (or submitted to City with all associated documents, ready for filing.)
_____	_____	Any necessary off-site easements executed and submitted per instructions.
_____	_____	Copy of SWPPP (booklet) and NOI as sent to TCEQ (or Site Notice) as applicable.
_____	_____	Copy of Trench Safety Plan
_____	_____	Disk with construction plans in AutoCAD and TIFF format (by Engineer.)

INSTRUCTIONS FOR EXECUTION AND SUBMITTAL
OF CONTRACTS AND BONDS

1. Owner and Contractor must sign “three-party contract” in four original documents, which are attached hereto and incorporated.

2. Bonds:
 - a. Instruction Information
 - (1) The surety on each bond must be a responsible surety company which is qualified to do business in Texas and satisfactory to the Owner.
 - (2) The name and residence, of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine, Massachusetts or New Hampshire, an adhesive seal shall be affixed opposite the signature.
 - (3) If the principals are partners, their individual names will appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
 - (4) The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
 - (5) If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
 - (6) The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
 - (7) The date of this bond must not be prior to the date of the contract in connection with which it is given.

 - b. Payment Information
 - (1) Execute Performance Bond and Payment Bond in the amount of One Hundred percent (100%) of the value of the work to be performed.
 - (2) Upon City acceptance of the work by the City Inspector by letter, any contractor doing work in The Colony is required to provide the City with a minimum Two-(2) year Maintenance Bond. The

maintenance bond shall be in the amount of fifty thousand dollars (\$50,000.00) or ten (10) percent of the amount of the contract, whichever is greater, but not to exceed one hundred (100) percent of the contract amount.

3. Attach a Schedule of Values (bid item costs) as Exhibit "A." Do not use "lump sum" prices unless approved in advance by the City Engineer.
4. Provide an Insurance Certificate showing coverage with the minimum limits as specified below:
 - a. **CERTIFICATE OF INSURANCE:**
Before commencing any work, CONTRACTOR shall file with OWNER and CITY valid Certificates of Insurance, from an Insurance Company with a rating of A or higher in the current Best's Key Rating Guide.
 - b. **COMMERCIAL GENERAL AND COMPREHENSIVE GENERAL INSURANCE:**
It is understood and agreed as a part of this contract that the CONTRACTOR shall indemnify, save and hold the City harmless from any and all claims, demands or damages which result from any injury, loss or liability as a result of CONTRACTOR'S performance of this contract, including any for which it might be contended that the City is negligent. In that regard CONTRACTOR shall carry:

(1) **COMPREHENSIVE GENERAL LIABILITY AND CONTRACTOR'S INSURANCE:**

LIMITS:

COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE

\$1,000,000.00 EACH OCCURRENCE

\$2,000,000.00 AGGREGATE (PER PROJECT ENDORSEMENT)

(PER LOCATION ENDORSEMENT)

(2) **AUTOMOBILE LIABILITY:**

LIMITS:

COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE -

\$1,000,000.00 PER OCCURRENCE

It is understood that the purpose of the insurance required herein is to cover any liability that may result, not only against the CONTRACTOR but also against the City, as a result of CONTRACTOR'S performance of this contract. Therefore, such insurance shall not include any exclusion, which may be relied upon to cause the City not to be covered. Generally the insurance coverage shall be provided by a company rated A+ or A in the current Best Key Rating Guides.

All insurance other than Worker's Compensation shall be of the occurrence type. The company shall be one acceptable to the OWNER and more specifically shall be adequately capitalized and rated and shall be a company admitted in Texas.

At the time of the execution of the contract and before commencing work, the CONTRACTOR shall submit to the OWNER a certificate of insurance in favor of the OWNER with a 30-day notice of cancellation, naming the "City of The Colony" as an additional insured and showing that the CONTRACTOR has the coverage required herein. All coverage shall include a waiver of subrogation clause in favor of the OWNER. The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.

(3) **WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY:**

CONTRACTOR shall carry Worker's Compensation and Employer's Liability.

LIMITS:
WORKERS' COMPENSATION STATUTORY EMPLOYER'S LIABILITY -
\$1,000,000.00 PER OCCURRENCE

A certificate of insurance must be attached showing that the CONTRACTOR has coverage providing for payment of benefits as specified by the Worker's Compensation Law of the State of Texas.

In accordance with Texas Workers' Compensation Commission New Rule 28 TAC *110.110, the following language is required:

a. Definitions:

Certificate of coverage ("certificate") - A copy of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the CONTRACTOR'S/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096 of the Texas Labor Code) -includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project.

"Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the necessary requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project
- c. The CONTRACTOR must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- d. If the coverage period shown on the CONTRACTOR'S current certificate of coverage end during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- e. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the governmental entity.

- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificate of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
 - g. The CONTRACTOR shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
 - h. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
 - i. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) Provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) Provide to the CONTRACTOR, prior to the person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) Provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage. If the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) Obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - (a) A certificate of coverage, prior to the other person beginning work on the project; and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period. If the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the

provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR representing to the governmental entity that all employees of the CONTRACTOR who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 - k. The CONTRACTOR'S failure to comply with any of these provisions is a breach of contract by the CONTRACTOR which entitles the governmental entity to declare the contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.
 - l. The required notice at the project shall be in text of at least a nineteen (19) point type, with a title in at least thirty (30) point type, and shall contain the following text, in English and Spanish:
5. Submit four (4) sets of documents as above, each with original signatures.
The order of each set should be:
- Contract
 - Schedule of values ("Exhibit A")
 - Performance bond, payment bond, maintenance bond
 - Insurance certificate
6. Beginning construction: Release of plans to the field via the City Engineering constitutes **Notice to Proceed (NTP)**. Normally, after a "Pre-Construction Conference" has been completed with Owner and their contractor.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL PERSONS BY THESE PRESENTS:

This agreement this day made and entered into by and between _____
_____ hereinafter called "OWNER" and _____
_____ hereinafter called "CONTRACTOR."

Witnesseth the following:

1. Contractor hereby agrees to furnish all labor, materials, tools, and the necessary equipment for the construction and installation of the following:

See Exhibit "A" for scope of work

2. The construction and installation above set forth shall be performed according to the plans prepared by _____ (Engineering firm), titled _____ (name of project), dated _____, and specifications as promulgated by the City Engineer, City of The Colony, in accordance with the Engineering Design Manual, and such construction, installation and the locations thereof shall be inspected and accepted by the City Engineer or his representative.

3. In as much as the improvements described herein are proposed for dedication to the City of The Colony ("City"), it is agreed by and between the intended parties that the City has an interest in the proper performance of this contract, and that the City, as a third party beneficiary to this contract, may bring suit for failure to comply with the specifications furnished by the City and to enforce the provision of such agreement. Although the improvements described herein may be accepted by the City Engineer, the City may recover damages against the parties and/or upon the bonds if it is discovered that the project was not built in accordance with City specifications or fails before the expiration of the maintenance bond.

4. It is agreed by and between the parties that a performance bond, a payment bond, and a maintenance bond in the amount shown below will be furnished by the Contractor in favor of the Owner and the City of The Colony and shall be executed by a surety company authorized to do business in the State of Texas.

- a. Execute Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the value of the work to be performed must be.
- b. Upon City's final acceptance of the work by the City Inspector by letter, any contractor doing work in The Colony is required to provide the City with a minimum two-(2) year Maintenance Bond. The maintenance bond shall be in the in the amount of fifty thousand dollars (\$50,000.00) or ten (10) percent of the amount of the contract, whichever is greater, but not to exceed one hundred (100) percent of the contract amount.

5. Owner hereby agrees to pay contractor for the work performed hereunder on the following basis:

See Exhibit "A" for unit prices and total value of work.

6. Each of the parties hereto has been furnished a copy of the plans referenced above. The City of The Colony Engineering Design Manual and standard details governing the construction are available on the City's website at www.ci.the-colony.tx.us/Depts/Engineering/EngineeringDesignManual.htm. The project plans have been reviewed and accepted by the City Engineer of the City of The Colony or his representative.

7. This contract shall bind the parties, their heirs, successors, assigns and representatives for the full and faithful performance of the terms hereof, jointly and severally.

8. It is understood and agreed that all installations of whatever kind made under the terms of this contract shall immediately become the property of the City of The Colony, subject only to such reimbursement to the owner as provided by the ordinances of the City of The Colony and as authorized by the City Council by resolution.

9. The parties hereby warrant to the other that the person signing below is authorized on behalf of its respective corporation or government entity and are signing in the capacity to authorize and bind the such parties under the terms and conditions as set forth herein.

EXECUTED THIS, THE _____ DAY OF _____, A.D. 20_____.

Signature of Contractor's Representative

Signature of Owner's Representative

Print Name & Title of Contractor's Rep.

Print Name & Title of Owner's Representative

Name of Contractor (company)

Name of Property Owner (company)

Address

Address

City, State, Zip

City, State, Zip

Area Code - Telephone Number

Area Code - Telephone Number

Witness:

Witness:

Printed name:

Printed name:

RECEIVED AND APPROVED AS TO FORM:

Signature:

City of The Colony

Printed name:

Title:

Attachments: Exhibit "A" Scope of Work,
(Exhibit "B", Performance/Payment/Maintenance bonds, Insurance Certificates)

PERFORMANCE BOND

STATE OF TEXAS }

COUNTY OF DENTON }

KNOW ALL MEN BY THESE PRESENTS: That _____ and _____ whose respective address is _____ and _____, hereinafter called Principals, and _____, a corporation organized and existing under the laws of the State of Texas, and fully licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the CITY OF THE COLONY, a municipal corporation organized and existing under the laws of the State of Texas, and unto _____ (“Owner”), hereinafter referred to collectively as "Beneficiary", in the penal sum of _____ DOLLARS (\$_____) in lawful money of the United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principals entered into a certain Contract with _____, a Beneficiary, dated the _____ of _____, A.D. 20____, which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

**ADD NAME OF PROJECT
CITY OF THE COLONY
PROJECT # XX-XX-XX**

NOW, THEREFORE, if the Principals shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the plans, specifications and Contract documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principals shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of two (2) year from the date of final completion and final acceptance of the Work by Owner and the City of The Colony; and, if the Principals shall fully indemnify and save harmless the Beneficiary from all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the

Work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253, TEXAS GOVERNMENT CODE, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Chapter 7, Article 7.19-1, TEXAS INSURANCE CODE of 1951, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____, 20__.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

PRINCIPAL

By: _____

Title: _____

ATTEST:

The Resident Agent of the Surety in Denton or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

ADDRESS: _____

NOTE: Date of Performance Bond must be date of Contract. If Resident Agent is not a corporation, give person's name.

PAYMENT BOND

STATE OF TEXAS }

COUNTY OF DENTON }

KNOW ALL MEN BY THESE PRESENTS: That _____, whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of Texas, and fully licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the CITY OF THE COLONY, a municipal corporation organized and existing under the laws of the State of Texas, and unto _____ ("Owner"), hereinafter referred to collectively as "Beneficiary", in the penal sum of _____ DOLLARS (_____) in lawful money of the United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with _____, dated the _____ of _____, A.D. 20____, which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

**ADD NAME OF PROJECT
CITY OF THE COLONY
PROJECT # XX-XX-XX**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Article 5160 of Vernon's Annotated Civil Statutes, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____, 20__.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

The Resident Agent of the Surety in Denton or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

ADDRESS: _____

NOTE: Date of Payment Bond must be date of Contract. If Resident Agent is not a corporation, give a person's name.

MAINTENANCE BOND

STATE OF TEXAS }

COUNTY OF DENTON }

**ADD NAME OF PROJECT
CITY OF THE COLONY
PROJECT # XX-XX-XX**

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal, and _____, a corporation organized under the laws of the State of Texas, as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the CITY OF THE COLONY, a Texas Municipal Corporation, and _____ (“Owner”), the sum of _____ DOLLARS AND ____ CENTS (\$_____), for the payment of which sum will and truly be made unto said CITY OF THE COLONY and _____, and their successors, said principal and sureties do hereby bind themselves, their assigns and successors jointly and severally.

THIS obligation is conditioned; however, that whereas, the said _____ has this day entered into a written contract with _____ to build and construct _____ PROJECT # XX-XX-XX, which contract and the plans and specifications therein mentioned, are hereby expressly made a part thereof as through the same were written and embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the Contractor will maintain and keep in good repair, the work herein contracted to be done and performed, for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairs and/or reconstruction in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the Contractor. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material and charge the same against the said Contractor, and sureties on this obligation. Now, therefore, if the said Contractor shall keep and perform its' said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have not further effect, but if default shall be made by the said Contractor in the performance of its' contract to so maintain and repair said work, then these presents shall have full force and effect, and said CITY OF THE COLONY and _____ shall have and receive from the said Contractor and its' principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be a continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said _____ has caused these presents to be executed by _____ and the said _____ has caused these presents to be executed by its Attorney in fact and the said Attorney in fact _____, has hereunto set his hand, the _____ day of _____, 20__.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

WITNESS:

ATTEST:

NOTE: Date of Maintenance Bond must not be prior to date of Contract.

City of The Colony
Contractor's Certification of
Workers' Compensation

I, _____, an authorized representative of

_____, do certify that the workers' compensation
(Insurance Company)

policy, of the insured _____, on the "City of The Colony Certificate of
(Contractor's Company)

Insurance" meets all current Texas state laws and requirements.

By: _____
(Signature)

Address: _____

Title: _____

Date: _____

On this _____ day of _____, 20____, before me personally appeared _____, an authorized representative of _____ known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he/she executed the same for the purpose of certifying that the Insured is covered by workers' compensation in accordance with current Texas state laws.

My commission expires:

Notary Public In and For the State of Texas

Date

CITY OF THE COLONY
PRIVATE DEVELOPMENT GENERAL NOTES

1. All work shall be done in accordance with the City of The Colony standard details and specifications which has adopted with Addenda the North Central Texas Council of Governments (N.C.T.C.O.G.) "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", Fourth Edition. Copies may be obtained from the "NORTH CENTRAL COUNCIL OF GOVERNMENTS", PO Drawer 5888, Arlington, Texas, 76005-5888, Phone (817) 640-3300; also available at www.publicworks.dfwinfo.com A copy of the contract documents, plans and specifications shall be available on-site at all times by the Contractor.

2. The location and depth of all utilities shown on the plans are approximate and there may be other unknown existing utilities not shown on the plans. All existing utilities shall be field verified and protected by the Contractor prior to the start of construction. Also see **General Note No. 3(D)**. The contractor shall contact the following utility companies 72 hours prior to doing any work in the area:
 - a. Texas One Call 1 (800) 245-4545
 - b. City of The Colony Water Department (972) 624-3113
 - c. TXU Electric (972) 985-2075
 - d. Atmos Energy (972) 881-4161
 - e. AT&T (972) 569-3010
 - f. Time Warner Cable (214) 320-5435
 - g. Coserv Electric (940) 321-7800
 - h. Coserv Gas (940) 321-7800
 - i. Digtess 1 (800) DIG-TESS

3. It shall be the responsibility of the Contractor to perform the following:
 - a. Prevent any property damage to property owner's poles, fences, shrubs, mailboxes, etc.
 - b. Provide access to all drives during construction.
 - c. Protect all underground and overhead utilities and repair any damages. Also see **General Note No. 2**.
 - d. Notify all Utility Companies and verify location of all utilities prior to the start of construction.
 - e. Cooperate with the Utility Companies where utilities are required or specified to be relocated.
 - f. Work in close proximity to and protect existing Utility Mains, traffic lights and poles.
 - g. Any item not specifically called out to be removed shall be brought to the attention of the Engineer prior to removing that item or it shall be replaced at the Contractor's own expense.
 - h. Any tree, shrub, or grassed areas damaged by the Contractor's work shall be repaired at the Contractor's expense

4. In the preparation of the plans and specifications, the Engineer has endeavored to indicate the location of existing underground utilities. It is not guaranteed that all lines or structures have been shown on the plans.

5. The Contractor shall verify, locate, and protect existing water, sanitary sewer, storm sewer, gas, electric and telephone mains and services and restore service in case of any damage.

6. The Contractor shall provide proper barricades and maintain traffic flow as per Manual on Uniform Traffic Control Devices (MUTCD) at all times.

7. The location for the disposal of construction material shall be approved by the City of The Colony Engineering division prior to the start of construction.
8. All phases of construction must be coordinated with the Engineer. Also, the Contractor is required to coordinate with the property owners in order to minimize conflicts.
9. Field adjustments may be necessary and will be carried out as directed by the Engineer
10. The Contractor shall contact the City of The Colony Engineering Department prior to any sign removal. Please See General Note No. 3. Sign removal and reinstallation/relocation shall be in good condition equal to or better than existing condition, and as per the Engineer's specifications.
11. All fences, signs, and property corner monuments removed for, or damaged during construction shall be replaced with new material as per the Engineer's specifications.
12. The Contractor shall relocate existing mailboxes in conflict with the proposed improvements and as specified on the plans, in good condition equal to or better than existing condition, complete in place. The mailboxes shall be accessible at all times for mail delivery.
13. The Contractor shall be responsible for taking all precautions to protect existing trees outside the scope of this Project.
14. The Contractor shall be responsible for repairing any damage caused by the Contractor outside of the designated work area with new quality material at the Contractor's expense.
15. The Contractor shall locate, verify working condition and protect all existing sprinkler systems lines and heads (if any). Remove, adjust and reinstall in good condition equal to or better than existing condition; replace, if in direct conflict, with the same or better quality material and appurtenances.
16. All existing grades shown on the plans are approximate and shown based on the best information available.
17. All backfill for ditch lines are to be mechanically tamped to 95% STD Proctor density (ASTM D698), at a moisture content near optimum (-1% to +3%).
18. Contractor to fill all voids under existing pavement when installing new line. Also all ditch lines must be filled at the end of each day's work.
19. All pipe shall be kept free of trash and dirt at all time. At the end of each day, the pipe shall be temporarily connected/sealed.
20. The Contractor shall keep the existing fire hydrants in service at all times.
21. The Contractor shall maintain the existing water mains in service during all phases of construction. Leaks caused by the Contractor shall be repaired immediately at the Contractor's expense. Leaks along the existing water main close to the working area, caused by vibration, etc. (during working hours) shall be repaired by the Contractor with the City only providing the required parts. The City will repair all leaks if the Contractor is not on the job-site (primarily after working hours); if the leak is directly caused by the Contractor and not repaired, all charges incurred shall be billed to the Contractor.
22. All cutting and plugging of the existing water main where specified on the plans, shall include all labor, fittings and appurtenances required to perform this work, with the cost incidental to the project.

23. The Contractor shall maintain the existing sanitary sewer mains and services in operation when installing the proposed sanitary sewer main. This shall include any temporary connections, if required.
24. Clearances on water and wastewater lines shall meet State requirements. Minimum clearances for water and wastewater lines crossing storm drains shall be two (2) feet or one-half (0.5) feet when the water or wastewater line is concrete encased.
25. Street closing requests shall be submitted to the City of The Colony Engineering Department in writing, a minimum of two weeks in advance of any street closing for notifications to Police, Fire, Mail, Garbage and School. There are no guarantees that street closings will be approved by the City.
26. Seed/sod shall be furnished to establish ground cover over all disturbed areas as an erosion control measure. The Contractor shall not wait until the Completion of the entire project before doing this work. The project shall not be accepted by the City Engineer prior to the establishment of ground cover.
27. Sheeting, shoring, and bracing: The contractor will abide by all applicable federal, state, and local laws governing excavation, Trench's side slopes shall meet Occupational Safety and Health Administration (OSHA) standards that are in effect at the time of construction. Sheeting shoring and bracing shall be required if side slope standards are not met. A pull box, meeting OSHA standards, will be acceptable. The Contractor will submit detailed plans and specifications for trench safety systems that meet OSHA standards that are in effect at the time of development of project when trench excavation will exceed a depth of five (5) feet. These plans will be sealed by an Engineer registered by the State of Texas and submitted to the City before obtaining a construction permit.
28. Contractor shall conform activities to the SWPPP as specified, including installing, maintaining, and removing pollution controls, conducting and documenting inspections of pollution controls, sprinkling for dust control, maintaining spill response equipment on-site, and "good housekeeping". Pollution controls include silt fences (or straw bales), stabilized construction entrance, establishing grass, sprinkling for dust control. The Contractor shall also be responsible for submitting Notice of Intent (NOI) and Notice of Termination (NOT) to the Texas Commission on Environmental Quality (TCEQ).
29. The Contractor shall maintain the existing water mains and services in operation when installing the proposed water main. This shall include any temporary connections, if required in areas of conflict
30. Contractor must notify each property owner 24 hours prior to shutting off water for connection to new main.
31. The Contractor shall contact the City of The Colony at (972) 625-4471 for the operation of all water valves.
32. The cost of replacing all pavement markers, traffic buttons, striping, etc., disturbed during the construction shall be Contractor's responsibility to maintain, repair or replace.
33. The Contractor shall maintain the flow of traffic at all times and provide access to all drives.
34. The maximum deflection of pipe joints shall not exceed that recommended by the pipe manufacturer. If it is necessary to deflect the pipe (greater than the recommended amount) the Contractor shall provide fittings or specials.
35. The Contractor shall notify Engineering Inspection 48 hours in advance for all water or wastewater locates or turnoffs of water.

36. Prior to the start of construction, Inspection, Water/Wastewater and the Contractor shall make a dry run to the system to insure, to the extent possible, that the utility can be found and secured.
37. Work may not be backfilled until it has been inspected by the City.
38. For the development of any subdivision, the developer shall pay an inspection fee of four (4) percent of the total contract amount of work involving the installation or improvement of any of the following items intended for dedication to the City, located on City-owned property, and/or within a public easement: street, alley ways, water lines, wastewater lines, drainage or storm sewer systems, non-single family sidewalks and driveways, screening and/or retaining wall, and/or fences.

One hundred percent of the fees must be paid at the time of the pre-construction meeting. Construction or developers must provide the City with copies of contracts for all infrastructure. These copies must include total linear feet of water lines, wastewater lines, streets, alleys and sidewalks.

An additional fee of forty-dollars (\$40.00) per hour with a two (2) hour minimum, shall be assessed for any inspection scheduled after regular engineering inspection hours (Monday through Friday from 7:00 a.m. to 6:00 p.m.), or on holidays.

After-hours and holiday inspection requests must be scheduled at least twenty-four (24) hours in advance, and the fee paid at the time of the inspection request.