



PUBLIC WORKS

PRE-CONSTRUCTION PACKET

REVISED APRIL 2019

**PUBLIC WORKS
PRE-CONSTRUCTION PACKET**

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**PUBLIC WORKS
PRE-CONSTRUCTION PACKET**

OVERVIEW

- The purpose of the Pre-Construction Meeting is to ensure that all required documents are received and accepted prior to construction. It is also an opportunity for the contractors to meet with the City inspector(s) and Public Works officials that will be involved during the construction of the project. The pre-construction packet contains a checklist, agenda, required forms and sample documents. These documents will assist the contractor in the submission of the required items prior to construction. Questions pertaining to the submission of these items should be discussed and resolved prior to or during the pre-construction meeting.
- It is to the contractor's advantage to submit these documents for review prior to the pre-construction meeting. Pending items must be resolved during the meeting or within two weeks of the meeting or the contractor will be required to schedule another pre-construction meeting. No project will be permitted to start until all required documents are received and accepted.
- If there are changes to any of the documents during the construction of a project it will be the responsibility of the contractor to notify the City in writing within 30-days.
- The contractor or project representative present at the pre-construction meeting will be required to sign a confirmation receipt acknowledging that all items were reviewed and that the City's expectations were made clear during that meeting.



285 Uptown Blvd.
Cedar Hill, TX 75104
972-291-5126

PRE-CONSTRUCTION AGENDA

DATE:		
PROJECT NAME:		
CASE #		PW #

- A. Introductions – Attendees sign-in
- B. Outstanding pre-construction items: review submitted items against checklist
- C. Construction schedule – construction start dates and projected end date
- D. Equipment and material deliveries
 - a. Staging site location and limits of construction confirmed
 - b. Materials must meet City approved material list: Submit manufacturer's certifications and cut sheets on non-standard items for approval by City
 - c. Alternate equipment & materials
- E. Fire Department Requirements
 - a. 24 hour notice for any fire department inspections.
 - b. Temporary fire lanes to be in place at beginning of construction and clearly marked.
 - c. Temporary graded fire lane in place during construction.
 - d. Permanent fire lane/fire department access road in place prior to going vertical.
 - e. Permits for fire protection equipment shall be obtained from the Fire Marshal's office.
 - f. Post emergency contact information on-site.
 - g. Post address on-site (large print).
 - h. Post emergency Fire Department contact number: 972-291-1011.
- F. Construction Standards
 - a. OSHA requirements (Competent Person).
 - b. No more than 100' of trench shall be open at any given time and orange safety fencing shall be utilized for trench left open during non-working hours.
 - c. Job site conditions shall be routinely kept clean; sanitary conveniences required on site and off any paved surfaces.
 - d. All water required for construction, including flushing, shall be metered by a City construction meter available at the Public Works Service Center. Deposit required and should be paid for at the Utility Billing offices at the Government Center prior to picking up a construction meter. Water metered during the project shall be paid for by the contractor.
 - e. 24 hour advance notice to City Engineer or his representative prior to starting construction.
 - f. Approved plans and City Standard Details to be kept onsite at all times.
 - g. As-Built/Record plans to be kept onsite and updated at all times.
 - h. 48 hour advance notice to residents/business owners for water shut-off, driveway closure, access limitations (city personnel may assist if given 48 hour notice)
 - i. Work zone delineation per Texas Manual of Uniform Traffic Control Devices - TMUTCD
 - j. Street repair per Standard Details
 - Open cutting of public streets is prohibited.
 - k. Pavement preservation techniques shall be utilized (no track equipment on pavement)
 - l. Material Testing Labs shall be scheduled 48 hours in advance and set up through the city inspector.
 - Overtime for inspectors to be paid by Contractor.
- G. Personnel on site:
 - a. Roster of emergency contacts – must include phone numbers
 - b. Compliance with SWPPP at all times
 - c. Laborers shall not loiter on private property (no littering or using private hose bibs, etc.)
 - d. Adequate personnel on site each working day
 - e. Safety First
- H. Coordination with local, state, federal and other agencies
 - a. Fire & Police Dept.'s (Dispatch #: 972-223-6111)
- I. Invoice/Payment Application Submittals
- J. Revisions to projects, change orders: changes must be submitted in writing to Public Works for approval and must be identified on contractor's as-builts/record drawings
- K. Inspection and daily construction reports
- L. Final acceptance issues: refer to the Final Acceptance Checklist (NEW ITEMS: Evaluation Forms)
- M. Questions regarding plans/specifications
- N. Assign action items
- O. TPDES Flow Chart (attached in Packet)
- P. TLDR Certification (if required)
- Q. Provide copies of documents to the contractor
- R. Have contractor sign the Confirmation Receipt – provide a copy to the contractor



285 Uptown Blvd.
Cedar Hill, TX 75104
972-291-5126

Pre-Construction notes for PW# _____

NOTES: _____



285 Uptown Blvd.
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972-291-5126

Pre-Construction notes for PW# _____

NOTES: _____



285 Uptown Blvd.
Cedar Hill, TX 75104
972-291-5126

PRE-CONSTRUCTION CHECKLIST

DATE:			
PROJECT NAME:			
CASE #		PW #	

Req.	Recv'd Date:	Requirement:	Accepted by:
------	--------------	--------------	--------------

	Permit Application for Public Improvements	
	List of Contractors – must include contact information	
	Letter from Planning Dept. stating that the Final Plat has been executed and filed with the County and all conditions are met.	
	Letter from Planning Dept. stating that the Site Plan has been approved	
	Filed Easements for off-site work	
	Early Release Request	
	Payment of Pro Rata	
	Payment of 3.5% Inspection Fee	
	Escrow for sidewalks	
	Original Certificate of Insurance \$1,000,000 general liability per occurrence (Ord. Sec. 19.21(b)8)	
	Private Development Agreement between Owner & General Contractor (in General Contractor's name)	
	Performance Bond (in General Contractor's name) - provide proof of license in State of Texas	
	Payment Bond (in General Contractor's name) - provide proof of license in State of Texas	
	Unit Breakdown of Construction Cost – in City format	
	Construction Documents – First original set signed by City. Then the owner shall provide (3) full size and (5) reduced (11 x 17) sets signed copies to the City. Additional signed copies shall be provided by the owner to contractor and others deemed necessary for their use. Only signed copies of the plans are authorized in the field	
	Provide concrete batch designs; 1 for machine finish and 1 for hand finish	
	Sealed geotechnical report for lime stabilization under city paving	
	Trench Safety Affidavit	
	Traffic Control Plan	
	Completed NOI (EPA's Notice of Intent) and SWPPP if req.	
	L.O.M.R.	
	Escarment Development Plan	
	TxDOT coordination letter / Permit Approved	
	City ROW Permit (Right-of-way) *Any staging outside of City ROW requires a letter from affected property owner	
	Submittals / Approved Materials List	



PW #_____

CONFIRMATION RECEIPT

By signing the document you are acknowledging that the following items were reviewed with you during the pre-construction meeting and that copies have been provided to you:

- Pre-Construction Agenda
- Pre-Construction Checklist
- Final Acceptance Checklist
- ROW Permit
- Early Release Request (if applicable)
- Sample Copy of the Final Acceptance Checklist
- Sample copy of the Standard Form of Agreement
- Sample copy of the Certificate of Insurance
- Sample copy of the Payment Bond
- Sample Copy of the Performance Bond
- Sample Copy of the Maintenance Bond
- Sample Copy of the Cost estimate breakdown
- Copy of the sign-in sheet (provided at the end of the meeting)

Additional items that were reviewed and/or additional items that you have received as part of the pre-construction meeting:

- _____
- _____
- _____
- _____

Acknowledgement:

Printed Name

Signature

Date



**PERMIT APPLICATION
FOR PUBLIC IMPROVEMENTS**
(Private Development Only)

1. DATE: _____ PW #: _____
2. PROJECT NAME: _____
3. DATE PLAT APPROVED: _____
4. OWNER'S NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____ Email: _____

5. AMOUNT OF WATER IMPROVEMENTS TO BE DONE
(Attach Proposal Tabulation sheet with unit breakdown) \$ _____
6. AMOUNT OF SEWER IMPROVEMENTS TO BE DONE
(Attach Proposal Tabulation sheet with unit breakdown) \$ _____
7. **SUBTOTAL (LINES 1 & 2)** \$ _____
8. AMOUNT OF DIRT WORK FOR PAVING, EROSION CONTROL & DRAINAGE IMPROVEMENTS TO BE DONE
(Attach Proposal Tabulation sheet with unit breakdown) \$ _____
9. AMOUNT OF DRAINAGE IMPROVEMENTS TO BE DONE
(Attach Proposal Tabulation sheet with unit breakdown) \$ _____
10. AMOUNT OF PAVING IMPROVEMENTS TO BE DONE
(Attach Proposal Tabulation sheet with unit breakdown) \$ _____
11. **SUBTOTAL (LINES 8 TO 10)** \$ _____
12. **GRAND TOTAL** \$ _____

13. ATTACHED IS A CHECK IN THE AMOUNT OF \$_____, THE TOTAL OF * 3.5% OF
LINE 7 _____ PLUS ** 3.5% OF LINE 11 _____.

14. 3 SETS OF APPROVED CONSTRUCTION PLANS HAVE BEEN PROVIDED

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Applicant Name (Print)

Signature

Date

PW# _____

CONTRACTOR CONTACT LIST

1. General Contractor _____

Address: _____

Work to be performed _____

Phone: _____ Emergency Phone: _____

2. Sub-Contractor: _____

Address: _____

Work to be performed _____

Phone: _____ Emergency Phone: _____

3. Sub-Contractor: : _____

Address: _____

Work to be performed _____

Phone: _____ Emergency Phone: _____

4. Sub-Contractor: _____

Address: _____

Work to be performed _____

Phone: _____ Emergency Phone: _____

5. Sub-Contractor: : _____

Address: _____

Work to be performed _____

Phone: _____ Emergency Phone: _____

RIGHT OF WAY PERMIT FOR NEW CONSTRUCTION CHECKLIST

DATE: _____

- CURRENT LIABILITY INSURANCE (\$1,000,000 min.)
- CONSTRUCTION PERMIT ISSUED BY THE CITY
- EMERGENCY 24 HR CONTACT INFORMATION
- 3' x 3' PROJECT SIGN WITH PERMITTEE'S AND CONTRACTOR'S NAME, TELEPHONE NUMBER
- ENGINEERED TRAFFIC CONTROL PLAN WHERE APPLICABLE (must be sealed by a registered professional engineer)
- TRENCH SAFETY PLAN
- THREE (3) COPIES OF PLANS WHERE THE WORK IS TO BE PERFORMED.
PLANS SHALL CONTAIN THE FOLLOWING:
 1. Approximate location and route of proposed facilities
 2. Description of project, limits of construction and impact on existing City of Cedar Hill facilities and traffic control
 3. Show scale, name(s) of adjacent streets/intersections, north arrow and a legend for symbols used in the plans
 4. Details for proposed manholes, access points, pavement cuts, repairs to pavement, bores, trenches, electrical or signal facilities



PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION
RIGHT OF WAY PERMIT

**FOR WATER /SEWER LOCATE REQUESTS PERMIT
MUST BE APPROVED PRIOR TO COMMENCING WORK**

PERMIT NUMBER IS REQUIRED

CITY ORDINANCE SECTION 19 ARTICLE II

48 HOURS NOTICE IS REQUIRED FOR CITY LINE LOCATES

PERMIT NO

ASSIGNED BY PUBLIC WORKS DEPT

**DATE LINE LOCATE(S)
COMPLETE**

W/S _____

S/S _____
ASSIGNED BY PUBLIC WORKS DEPT

Email: row@cedarhilltx.com

EMERGENCY: YES NO If Yes, Describe Type: _____

LOCATES NEEDED: WATER/SEWER SIGNS/SIGNALS **Line locates must be complete prior to start of project start.**

- PROVIDE VALID CERTIFICATE OF LIABILITY INSURANCE TO INCLUDE CITY OF CEDAR HILL AS A CERTIFICATE HOLDER.
- Failure to fill in ALL information may result in delay of permit approval. Two sets of plans MUST be submitted with this application.
- The Inspector MUST be notified prior to starting and at the completion of the job.
- Failure to obtain a permit, show proof of permit or violation of special conditions may result in a citation and/or fines.
- Contact the City of Cedar Hill Public Works office at (972) 291-5126 X 2853 to request marking of existing City utility lines prior to project start and every ten (10) days during construction activity.
- This permit will expire on the project completion date listed below.
- Permit will be voided if work does not commence within 10 days of permit approval. *
- Read the "Conditions of the Permit" on the reverse side, "Sign and Date" at the bottom – failure to do so may delay permit approval
- Permit Does Not Relieve The Owner/Contractor The Responsibility Of Contacting Dig Tess and Other Utility Owners.

DATE OF APPLICATION: _____ **"SIGNATURE IS REQUIRED ON BACK OF FORM"**

PERMITEE: _____

CONTRACTOR	COMPANY NAME	ADDRESS	CITY	STATE	ZIP	COMPANY PHONE NUMBER
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CONTACT FOR PERMITEE:	NAME	PHONE:	DIRECT NUMBER	FAX:
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CONTRACTING PARTY: _____

UTILITY OWNER	COMPANY NAME	ADDRESS	CITY	STATE	ZIP	COMPANY PHONE NUMBER
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CONTACT FOR CONTRACTING PARTY:	NAME	PHONE:	DIRECT NUMBER
--------------------------------	------	--------	---------------

DEVELOPMENT: _____

PROJECT NAME	ADDRESS
--------------	---------

EMERGENCY CONTACT: _____

NAME	COMPANY	AFTER HOURS PHONE NUMBER
------	---------	--------------------------

JOB FOREMAN: _____

ADDRESS OF PROJECT: _____

MAPSCO NUMBER	ADDRESS	NEAREST INTERSECTION
---------------	---------	----------------------

CITY OWNED LINE LOCATES WILL BE DONE AT THE LOCATION SHOWN ON PLANS

DESCRIPTION OF PROJECT: _____

UTILITY TYPE	SIZE & CONSTRUCTION METHOD (BORE / OPEN TRENCH)
--------------	---

PROJECT START DATE: _____ ESTIMATED COMPLETION DATE: _____

IF THE START DATE CHANGES OR THE PROJECT EXCEEDS THE COMPLETION DATE CONTRACTOR MUST APPLY FOR A NEW PERMIT.

SIGNATURE OF APPLICANT: _____ PRINTED NAME OF APPLICANT: _____

EMAIL ADDRESS OF APPLICANT: REQUIRED INFORMATION _____

THIS BOX FOR CITY USE ONLY.

CURRENT/VALID INSURANCE? : YES NO

PERMIT APPROVED BY: _____ DATE OF APPROVAL: _____

ENGINEERING NOTES: _____

INSPECTOR: MIKE CHAPMAN-469-865-8010 STEVE SCHELL-214-587-6148

THIS PERMIT IS COMPLETED & ACCEPTED: _____ DATE: _____

COMMENTS: _____



CC: Water Tech/Signs & Signals / Contractor Inspector/ORIGINAL to Active File

CONDITIONS OF THE ROW PERMIT

1. **CONTRACTOR/S MUST VERIFY AND CONFIRM THAT ALL CITY OWNED FACILITIES ARE PROPERLY LOCATED, CLEARLY MARKED AND IDENTIFIED PRIOR TO COMMENCEMENT OF ANY WORK AND EVERY TEN (10) DAYS DURING CONSTRUCTION ACTIVITY.**
2. **HOURS OF WORK SHALL BE FROM 7:00 a.m. TO 4:00 p.m., MONDAY THROUGH FRIDAY.**

*******NO WORK ON HOLIDAYS.*******

3. Contractor shall comply with City of Cedar Hill Right-of-Way management ordinance No. 2001-54. Plans shall clearly show the proposed facilities with respect to existing roadway, driveways, street intersections and visible structures within 10' of project. Plans shall also include a traffic control plan signed and sealed by a "Licensed Texas Professional Engineer". In addition, the plans shall clearly show the limits of construction. Street names and other pertinent labels to describe the location of the proposed facilities shall be legible.
4. Contractor shall furnish, install and maintain erosion control devices per plans along project, comply with all Cedar Hill Stormwater Pollution Prevention specifications and with NCTCOG's stormwater management practices for construction activities.
5. Contractor shall repair all areas disturbed, damaged and destroyed which shall include, but is not limited to the following:
 - a) All yards with sods shall be re-sodded.
 - b) Contractor shall re-install iron rods and other property markers disturbed by construction.
 - c) All sprinkler systems shall be repaired immediately after back fill is complete.
 - d) Manholes, inlets and other structures must be replaced or repaired if damaged.
6. Contractor shall keep street free of dirt, silt and other debris and sweep street at the end of the working day.
7. Contractor shall Curlex and seed and/or hydromulch all disturbed areas and include 4" of top soil. Seeding shall be as required by City specifications.
8. Contractor shall comply with MUTCD traffic control for work areas and per the traffic control plan for the project.
9. Clean up shall be conducted every 5' behind excavation crew.
10. All excavation within City ROW requires mechanical compactions. Compaction test reports must be turned in to Public Works Department.
11. At the end of each work day, the contractor shall erect a temporary security fence at all excavations. Provide identifying markers at location with the contractor's name, company name with clear contact information.
12. Contractor will not be issued another permit until all work (current and previous) has been approved by the City.
13. Contractors listed on permits are responsible for all sub-contractors.
14. Non-conformance with the previously listed requirements will initiate a stop work order until corrections are made.
15. Upon completion of construction, make an appointment with Construction Inspector for Final Inspection.
16. A copy of the work permit MUST be kept with the Contractor on the job site for review by an Inspector, if requested.

SEE ATTACHED SPECIAL CONDITIONS FOR PERMANENT FACILITIES OWNED BY OTHERS.

I hereby acknowledge and agree to the conditions of the permit.

CONTRACTOR-PRINT NAME

TITLE

SIGNATURE

DATE

WARNING AND DISCLAIMER

THE CITY OF CEDAR HILL CANNOT AND DOES NOT REPRESENT, WARRANT OR GUARANTEE THE EXISTENCE AND/OR LOCATION OF ANY UTILITY(IES) SHOWN ON AS-BUILT PLANS. DO NOT RELY ON AS-BUILT PLANS TO DETERMINE THE EXISTENCE OR LOCATION OF ANY UTILITY (WATER, SANITARY SEWER, STORM PIPES, CULVERTS, ELECTRICAL LINES, CABLE, ETC.) THE EXISTENCE AND LOCATION OF UTILITIES MUST BE VERIFIED IN THE FIELD AND THE CITY OF CEDAR HILL ASSUMES NO LIABILITY FOR THE EXISTENCE OR LOCATION OF ANY UTILITY LINE OR STRUCTURE.



285 Uptown Blvd., Cedar Hill, TX 75104

Phone: 972-291-5126

Facsimile: 972-291-7250

EARLY RELEASE REQUEST

DATE:			
PROJECT NAME:			
CASE #	PW #		

We (the Owner/Contractor) hereby request permission to begin construction of utilities in the subject subdivision prior to the Final Plat being approved by the City of Cedar Hill. We understand that for the granting of such permission, we hereby assume all responsibility for all construction; and we understand that utilities will not be accepted by the City and paving releases will not be issued until said plat is approved.

Therefore, we understand the City of Cedar Hill has the right to withhold building permits for any building or house in subject subdivision, until subject subdivision plat has been approved and filed for record, and applicable right-of-way and easements required for utilities have been granted and acquired.

Furthermore, we understand the City of Cedar Hill has the right to withhold Certificates of Occupancy of any buildings or houses constructed in subject subdivision, until utilities constructed (both on-site and off-site) have been completed and approved by the City.

Date: _____

Date: _____

Owner: _____

Contractor: _____

Address: _____

Address: _____

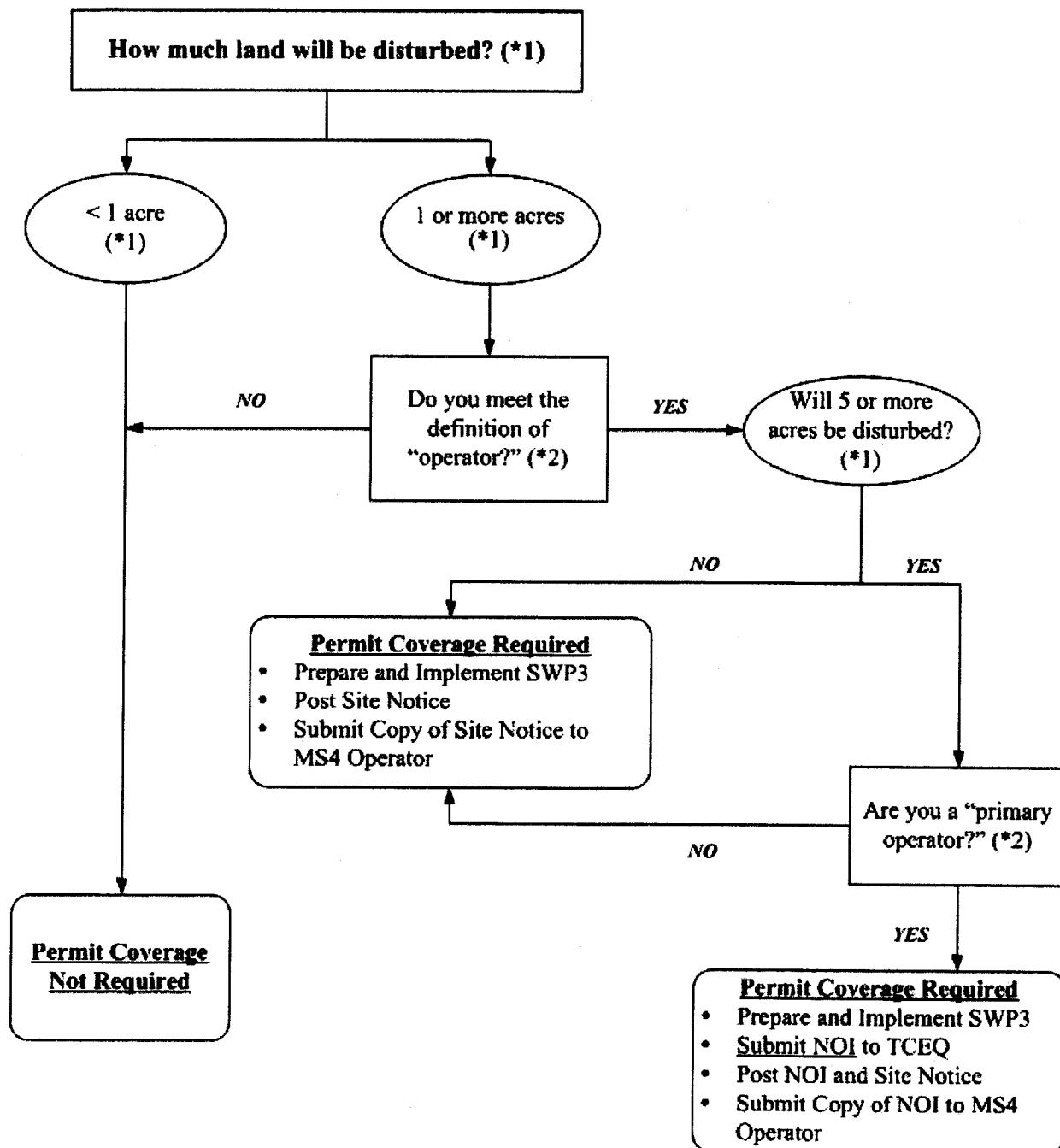
By: _____

By: _____

Title: _____

Title: _____

Approved By: _____ Date: _____
Director of Public Works

Part I. Flow Chart and Definitions**Section A. Flow Chart to Determine Whether Coverage is Required**

(*1) To determine the size of the construction project, use the size of the entire area to be disturbed, and include the size of the larger common plan of development or sale, if the project is part of a larger project (refer to Part I.B., "Definitions," for an explanation of "larger common plan of development or sale").

(*2) Refer to the definitions for "operator," "primary operator," and "secondary operator" in Part I., Section B. of this permit.

CITY OF CEDAR HILL
APPROVED MATERIALS LIST

ITEM	SPECIFICATIONS ¹	MANUFACTURER 1	MANUFACTURER 2	MANUFACTURER 3	SPECIAL CONDITIONS - APPLICATIONS
WATER FACILITIES					
PVC WATER PIPE 6"-8"	AWWA C-900, DR14, PRESSURE CLASS 305	DIAMOND	JM EAGLE		
PVC WATER PIPE 10"-12"	AWWA C-900, DR18, PRESSURE CLASS 235	DIAMOND	JM EAGLE		
PVC WATER PIPE 14"-24"	AWWA C-905, DR21, PRESSURE CLASS 200	DIAMOND	JM EAGLE		
DUCTILE IRON PIPE (12"-24")	AWWA C150 &C151, PRESSURE CLASS 350	AMERICAN	US PIPE		
CONCRETE CYLINDER STEEL PIPE (21"+)	AWWA C303	HANSON	AMERON INTERNATIONAL		
DI FITTINGS	AMERICAN MADE - MECH. JOINT, C153 & CLASS 350<12", C110 14" OR LARGER, THRUST BLOCKED AND MECHANICALLY RESTRAINED BY RETAINER GLANDS -	TYLER, DOMESTIC MADE	AMERICAN		
RETAINER GLANDS	AMERICAN MADE	EBAA IRON			
GATE VALVES (4"-12")		MUELLER			
GATE VALVES (14"-24") W/ BYPASS		MUELLER			
VALVE BOXES	CAST IRON LIDS	BASS & HAYES MODEL #340-1			
BUTTERFLY VALVES 16" OR LARGER	MECHANICAN SEAL -	VAL-MATIC Tri-Loc RESILIENT SEAT	M&H		
TAPPING SLEEVES	STAINLESS STEEL				
FIRE HYDRANTS		MUELLER CENTURIAN	AMERICAN WATEROUS PACER		
FIRE HYDRANT MARKERS		STIMSONITE FIRE-LITE			
BACKFLOW PREVENTER		WATTS	FEBCO	CONBRACO	
CURB STOPS		MUELLER	FORD		
PIPE TO SERVICE METERS	NSF 61, AWWA C901 1" & 2" ONLY	ENDOT INDUSTRIES	DiscoPlex 5100		
METER BOXES		DFW PLASTICS 1300RB			
METER VAULTS		HANSON	PARK		
VALVES COVERS					
VALVE STACKS					
AIR VALVES		VAL-MATIC	CRISPIN	APCO	
SANITARY SEWER FACILITIES					
PVC SANITARY SEWER PIPE	SDR 35 FOR PIPE DEPTHS LESS THAN 14'; SDR 26 FOR PIPE DEEPER THAN 14'	DIAMOND	JM EAGLE		
CONCRETE MANHOLES	5' DIAMETER WITH 30" MANHOLE LID AND FRAME	HANSON	TURNER	RINKER	
MANHOLE LID AND FRAME	30" LID & FRAME WITH CITY'S LOGO, STAINLESS STEEL	BASS \$ HAYS (# VRM30 WT)			
RAINSTOPPERS					
INSIDE DROP BOWL FOR DROP MANHOLES	6" - 10" DROP BOWL AT THE UPPER TRANSITION END OF DROP PIPE TO BOTTOM	RELINER / DURAN INC.			
STORM DRAINS					
STORM DRAIN PIPE		HANSON	TURNER	RINKER	
STORM DRAIN PRE-CAST CONCRETE STRUCTURES		HANSON	TURNER	RINKER	
CAST IRON INLET RINGS & COVERS	LOCKING 24" MANWAY LIDS WITH CITY LOGO	BASS AND HAYS MODEL # 225 L			
RUBBER GASKETS		RINKER OMNI-FLEX	UNI-FLEX		

1- Unless otherwise explicitly specified, the specifications for City Standard materials list the major governing requirements. Other minor specifications are listed in the contract documents, approved submittals, City's Standard Details or General Notes.

2. Mixtures of pipe manufacturers is prohibited. Selection of materials shall be by manufacturer and consistent through out the life of the project. If a substitution is desired, a written shop drawing or technical specification shall be submitted to the City.

3. Approved Equal materials - The items listed above are materials typically used within the City for public improvements, Other materials, including shop drawings, not list above shall be submitted to the City for approval.

FINAL ACCEPTANCE LIST

PROJECT NAME: _____

City Case No: _____

Public Works Project No: _____



	Required?	Received?	Date/Initials
GIS Department Release:	<input type="checkbox"/>	<input type="checkbox"/>	_____
Filed Plat (Cabinet _ Slide _____)	<input type="checkbox"/>	<input type="checkbox"/>	_____
As-Built Plans:	<input type="checkbox"/>	<input type="checkbox"/>	_____
1 bound black line sets	<input type="checkbox"/>	<input type="checkbox"/>	_____
AutoCAD Release 2000 or later version	<input type="checkbox"/>	<input type="checkbox"/>	_____
Scanned Plans in Adobe Acrobat format (*.pdf)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Filed Easements for Off-site work	<input type="checkbox"/>	<input type="checkbox"/>	_____
Approval letter from affected adjacent property owners	<input type="checkbox"/>	<input type="checkbox"/>	_____
Payment of 3.5% Inspection Fee	<input type="checkbox"/>	<input type="checkbox"/>	_____
Escrow	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sidewalks (@ \$15.00 per linear ft.)	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
Utilities	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
Other	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
Water Meter Connection Form (to be completed and sent to Utility Billing for Acct. set-up)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Maintenance Bond (provide proof of license in State of Texas)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Street Sign Fee	<input type="checkbox"/>	<input type="checkbox"/>	_____
Street sign fee @ \$500.00 per set	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
Street Signs in Place	<input type="checkbox"/>	<input type="checkbox"/>	_____
Street Lighting (in place or Developer Agreement from Oncor)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Final Walkthrough Approval from Inspector	<input type="checkbox"/>	<input type="checkbox"/>	_____
TDLR Certification Letter	<input type="checkbox"/>	<input type="checkbox"/>	_____
Environmental Department Release:	<input type="checkbox"/>	<input type="checkbox"/>	_____
<ul style="list-style-type: none"> • Requires disturbed areas to be at least 70% vegetated and temporary erosion control devices removed. • Backflow Prevention in Compliance • Inlet markers in place • Copy of N.O.T. if required (or SWPPP for CIP projects) 			
Lien Release from Contractor(s)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Engineer's Certification of As-built Drawings & Construction	<input type="checkbox"/>	<input type="checkbox"/>	_____
Architect/Engineer/Consultant Evaluation	<input type="checkbox"/>	<input type="checkbox"/>	_____
Construction Contractor Evaluation	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____

Public Works Representative

Date

PRIVATE DEVELOPMENT AGREEMENT

This Private Development Agreement (the "Agreement") is, made and entered into this day of _____ 20_____, by and between _____, (the "OWNER") and _____, (the "CONTRACTOR").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bonds attached hereto and made a part hereof, the CONTRACTOR hereby agrees to commence and complete the construction of certain improvements described herein for the OWNER and for the benefit of the City of Cedar Hill (herein the "CITY").

The improvements to be constructed by the CONTRACTOR shall be referred to herein as the WORK. The WORK shall be identified and described as follows:

Project Name: _____

Description of Project: _____

Additional or amplified descriptions of the WORK may be described and set forth in an Exhibit to this Agreement if necessary. Such Exhibit will become a part of this Agreement when attached.

The CONTRACTOR agrees to furnish all labor, materials, supplies, machinery, equipment, tools, superintendence, insurance, and other accessories and services necessary to complete the said WORK, in accordance with the conditions and prices stated in the Proposal attached hereto, in accordance with the plans and other drawings and printed or written explanatory matter thereof, and the specifications accepted by the CITY, and as prepared by _____ (herein OWNER'S ENGINEER). CONTRACTOR also agrees, by execution of this Agreement, to abide by the CITY's Standard Construction Details Design Manual, and the Standard Specifications for Public Works Construction – North Central Texas Council of Governments, latest edition. The above referenced documents are incorporated herein by reference and made a part of this Agreement for all purposes. The OWNER and CONTRACTOR each have the above referenced documents in their personal possession.

The CONTRACTOR hereby agrees to commence the WORK within ____ days from the date of execution of this AGREEMENT, and shall be completed within ____ days thereafter.

The CONTRACTOR agrees and guarantees to complete the WORK in accordance with the

terms and specifications approved by the CITY. CONTRACTOR agrees, represents and warrants that it shall repair and/or replace all defects due to faulty materials and/or workmanship that occur within a period of one (1) year from the date of the CITY's final acceptance of the WORK. The CONTRACTOR agrees to furnish Performance, Maintenance and Payment Bonds for the benefit of the OWNER and the CITY. The bonds shall be with a corporate surety or sureties authorized to do business in the State of Texas, and otherwise acceptable to the OWNER and the CITY. The bonds shall designate a resident agent in Dallas County, Texas for delivery of notice and service of process.

The Performance and Maintenance Bonds shall name the CITY as Obligee and shall be for an amount equal to not less than 100 percent of the amount of the Proposal, guaranteeing the full and faithful execution of the WORK and performance under this Agreement, and for the protection of the CITY and all other persons against damage by reason of negligence of the CONTRACTOR, or improper execution of the WORK or the use of inferior or defective materials. The Payment Bond shall guarantee the payment for all labor, materials, equipment, supplies and services used in the construction of the WORK and shall remain in full force and effect until provisions as above stipulated are accomplished, final payment is made on the project by the OWNER and upon acceptance by the CITY. The Payment Bond shall name the OWNER and the CITY as Obligees, in an amount equal to not less than 100 percent of the amount of the Proposal

The OWNER agrees, in consideration of the WORK performed by CONTRACTOR, to pay a sum not-to-exceed _____ (\$_____) Dollars, to be paid as follows:

Upon completion of the WORK, the OWNER will furnish an affidavit to the CITY verifying that OWNER has made final payment to the CONTRACTOR. CONTRACTOR understands and agrees that nothing in this AGREEMENT shall be construed to render the CITY liable for any payments owed by the OWNER to the CONTRACTOR, or by the CONTRACTOR to any subcontractor, supplier, laborer or materialmen in the course of the WORK performed under this AGREEMENT. OWNER and CONTRACTOR agree that the CITY is a third-party beneficiary to this Agreement and that the CITY has no duties or obligations hereunder. The OWNER and the CONTRACTOR mutually agree to indemnify and hold harmless the CITY from any and all claims, demands, lawsuits or judgments arising from or related to: (1) a failure of the OWNER to pay the CONTRACTOR in accordance with the terms of this AGREEMENT; (2) failure of the CONTRACTOR to pay any subcontractors, suppliers, laborers or materialmen; (3) any personal injury, death, or property damage suffered by the OWNER, the CONTRACTOR, or any other person or entity that arises from or relates to this Agreement; and (4) any liens that are placed upon any property as a result of the WORK under this Agreement.

Upon final acceptance of the WORK by the CITY, the WORK shall become the sole property of the CITY, free and clear of all liens and encumbrances.

This AGREEMENT is performable in Dallas County, Texas, and exclusive venue for any legal action arising from or related to this Agreement shall be the State District Courts of Dallas County, Texas.

This AGREEMENT is binding upon the OWNER and the CONTRACTOR, and their respective successors, assigns, heirs and representatives.

IN WITNESS WHEREOF, the parties to these presents have executed this AGREEMENT in the year and day first above written.

OWNER:

By: _____

Printed Name

Title

CONTRACTOR:

By: _____

Printed Name

Title

ATTEST:

ATTEST:

**APPROVED AS TO FORM ONLY BY
THE CITY OF CEDAR HILL, TEXAS:**

By: _____

Printed Name

Title

CERTIFICATE OF INSURANCE

TO: CITY OF CEDAR HILL, TEXAS

Date: _____

NAME OF PROJECT: _____

PROJECT NUMBER: _____

THIS IS TO CERTIFY THAT _____

(Name and Address of Insured)

is, at the date of this certificate, Insured by this Company with respect to the business operations hereinafter described, for the type of insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

	Policy No.	Effective	Expires	Limits of Liability
Worker's Compensation				
Comprehensive General Liability Insurance (Public Liability)				Bodily Injury: Ea. Occurrence: \$ _____ Property Damage: Ea Occurrence: \$ _____
Blasting				Ea. Occurrence: \$ _____
Collapse of Buildings or structures adjacent to excavations				Ea. Occurrence: \$ _____
Damage to Underground Utilities				Ea. Occurrence: \$ _____
Builder's Risk				
Comprehensive Automobile Liability				Bodily Injury: Ea. Person: \$ _____ Ea. Occurrence: \$ _____ Property Damage: Ea Occurrence: \$ _____
Contractual Liability				Bodily Injury: Ea. Occurrence: \$ _____ Property Damage: Ea. Occurrence: \$ _____
Other				

Locations covered: _____

Description of operations covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five (5) days after the insured has received written notice of such change/or cancellation.

Where applicable local laws or regulations require more than five (5) days actual notice of change or cancellation to be assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

Agency _____

Cedar Hill Agent _____

By _____

Address _____

Title _____

PAYMENT BOND

STATE OF TEXAS)
COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
(2) _____, a (3) _____,
whose address is _____

hereinafter called Principal, and
(3) _____, a corporation
organized and existing under the laws of the State of _____, and fully
authorized to transact business in the State of Texas, as Surety, are held and firmly
bound unto _____, hereinafter called
Owner, and the City of Cedar Hill, a municipal corporation organized and existing under
the laws of the State of Texas, hereinafter called City, and unto all persons, firms and
corporations who may furnish materials for, or perform labor upon the building or
improvements hereinafter referred to, in the penal sum of _____

THE OBLIGATION TO PAY SAME is conditioned as follows: WHEREAS, the Principal entered into a written Contract with the Owner, dated the _____ day of _____, AD 20____, a copy of which is hereto attached and made a part hereof, for the construction of

designated as _____ project, such project and construction in the City of Cedar Hill, together with the necessary grading and excavation, being hereinafter referred to as the "Work", and such agreement and contract and the specifications therein mentioned adopted by the City are expressly made a part hereof, as though written here in full.

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 materials 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 upon this Bond, exclusive venue shall lie in Dallas 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 Contract, or to

the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise 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.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in 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 _____ day of _____, 20____.

Principal (4)

By: _____

Address:

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address

Surety

By: _____
Attorney-in-Fact (5)

ATTEST:

(Surety) Secretary

Address:

(SEAL)

Witness as to Surety

Address

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

- (1) Correct name of General Contractor.
- (2) A Corporation, a Partnership, or an individual, as case may be.
- (3) Correct name of Surety.
- (4) If General Contractor is a Partnership, all Partners should execute bond.
- (5) A true copy of Power of Attorney shall be attached to bond by Attorney-in-Fact.

PERFORMANCE BOND

STATE OF TEXAS)
COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____, whose address is _____, hereinafter called Principal, and (3) _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, as Surety, are held and firmly bound unto the City of Cedar Hill, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "City", and _____, hereinafter called "Owner", in the penal sum of _____ DOLLARS (\$_____) plus 10% of the stated penal sum as an additional sum of money representing additional court expenses, attorney's fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Dallas 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 written Contract with the Owner, dated the _____ day of _____, AD 20____, a copy of which is hereto attached and made a part hereof, for the construction of

designated as _____ project, such project and construction in the City of Cedar Hill, together with the necessary grading and excavation, being hereinafter referred to as the "Work", and such agreement and contract and the specifications therein mentioned adopted by the City are expressly made a part hereof, as though written here in full.

NOW THEREFORE, if the Principal 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 extensions thereof which may be granted by the Owner, 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 Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1)

year from the date of final completion and final acceptance of the work by the City; and, if the Principal shall fully indemnify and save harmless the Owner (or the City in the case of the one-year warranty period) from all costs and damages which Owner (or the City in the case of the one-year warranty period) may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner (or the City in the case of the one-year warranty period) 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 upon this Bond, exclusive venue shall lie in Dallas County, State of 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 anywise 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.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in 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 (4)

By: _____

ATTEST:

Address:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address

Surety

By: _____
Attorney-in-Fact (5)

Address:

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

Address

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

- (1) Correct name of General Contractor.
- (2) A Corporation, a Partnership, or an individual, as case may be.
- (3) Correct name of Surety.
- (4) If General Contractor is a Partnership, all Partners should execute bond.
- (5) A true copy of Power of Attorney shall be attached to bond by Attorney-in-Fact.

MAINTENANCE BOND

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL BY THESE PRESENTS:

That _____, hereinafter called Contractor, as principal, and _____, a corporation organized under the laws of the State of _____, as surety, do hereby acknowledge themselves to be held and bound to pay unto the City of Cedar Hill, a Municipal Corporation chartered by virtue of Constitution and laws of the State of Texas, at Cedar Hill, in Dallas County, Texas, the sum of _____ (\$ _____), lawful money of the United States, (which is 50% of the construction cost) for payment of which sum well and truly be made unto said City of Cedar Hill and its successors, said Contractor and surety do hereby bind themselves, their heirs, executors, administrators, assigns and successors, jointly and severally.

This obligation is conditioned, however, that:

WHEREAS, said Contractor has this day entered into a written Contract with _____
_____, the Developer, dated the ___ of _____, 20___, a copy of which is hereto attached
and made a part hereof, for the construction of _____
_____, designated as _____
_____, project, such project and construction in the
City of Cedar Hill, together with the necessary grading and excavation, being hereafter referred to as the
"Work", and such Agreement and Contract and the Specifications therein mentioned adopted by the City
are expressly made a part hereof, as though written herein in full; and,

WHEREAS, in said Contract, Contractor binds itself to use such materials and to so construct the Work that it will remain in good repair and condition for and during the period **two (2) years** after the date of the final acceptance of the Work by the City; and

WHEREAS, said Contractor binds itself to maintain said Work in good repair and condition for said term of **two (2) years**; and

WHEREAS, said Contractor binds itself to repair or reconstruct the Work in whole or in part at any time within said period, if in the opinion of the Director of the City of Cedar Hill Department of Public Works, it be necessary; and,

WHEREAS, said Contractor binds itself, upon receiving notice of the need therefor to repair or reconstruct said Work as herein provided.

NOW THEREFORE, if said Contractor shall keep and perform its said agreement to maintain, repair or reconstruct said Work in accordance with all the terms and conditions of said Contract, these presents shall be null and void, and have no force or effect. Otherwise, this Bond shall be and remain in full force and effect, and said City shall have and recover from the said Contractor and its surety damages in the premises as prescribed by said Contract.

This obligation shall be a continuing one and successive recoveries may be had hereon for successive breaches until the full amount hereof is exhausted.

IN WITNESS WHEREOF, the Contractor has caused these presents to be executed in _____ counterparts and _____, as surety, has caused these presents to be executed in _____ counterparts by its duly authorized Attorney-in-Fact, and attested by its corporate seal, this ___ day of _____, A.D. 20____.

Contractor

By: _____

Surety

By: _____

Address

ATTEST:
(S E A L)

Secretary

EXAMPLE

UNIT BREAKDOWN OF CONSTRUCTION COST ESTIMATE

Project Name:

City File Number:

Developer Name:

ITEM NO.	QUANTITY	UNIT	DESCRIPTION & PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
Sanitary Sewer					
(FURNISH AND INSTALL, INCLUDING ALL APPURTEMENT WORK, COMPLETE IN PLACE, THE FOLLOWING ITEMS):					
1	?	SF	Sawcut Remove & Replace Ex. Asphalt Pavement w/ concrete sub-base complete in place for the sum of ____ Dollars and ____ Cents per square foot	\$	\$
2	?	SF	Replace Pavement w/ HMAC & Reinforced Concrete Base complete in place for the sum of Six Dollars and 80 cents per square foot	\$	\$
3	?	EA	Cut & Plug Ex. San. Sewer @ M.H. and at Curb Line complete in place for the sum of ____ Dollars and ____ Cents per each	\$	\$
4	?	EA	Connect to Ex. Drop Connection @ M.H. complete in place for the sum of ____ Dollars and ____ Cents per each	\$	\$
5	?	EA	Construct 4" DIA. San. Sewer M.H. with Concrete Collars & Water tight inserts complete in place for the sum of ____ Dollars and ____ Cents per each	\$	\$

EXAMPLE

UNIT BREAKDOWN OF CONSTRUCTION COST ESTIMATE

Project Name:

City File Number:

Developer Name:

ITEM NO.	QUANTITY	UNIT	DESCRIPTION & PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
Sanitary Sewer					
(FURNISH AND INSTALL, INCLUDING ALL APPURTEMENT WORK, COMPLETE IN PLACE, THE FOLLOWING ITEMS):					
6	?	EA	Construct 4' DIA. M.H. with a 6" Drop Connection over Ex. 8" San. Sewer complete in place for the sum of Dollars and _____ Cents per each	\$	\$
7	?	LF	10" SDR 35 PVC San. Sewer Pipe complete in place for the sum of Dollars and _____ Cents per linear foot	\$	\$
8	?	LF	8" SDR 35 PVC San. Sewer Pipe complete in place for the sum of Dollars and _____ Cents per linear foot	\$	\$
9	?	LF	6" SDR 35 PVC San. Sewer Pipe complete in place for the sum of Dollars and _____ Cents per linear foot	\$	\$
10	?	LF	10" SDR 26 PVC San. Sewer Pipe with Concrete Encasement complete in place for the sum of Dollars and _____ Cents per linear foot	\$	\$

EXAMPLE

UNIT BREAKDOWN OF CONSTRUCTION COST ESTIMATE

Project Name:

City File Number:

Developer Name:

ITEM NO.	QUANTITY	UNIT	DESCRIPTION & PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
Sanitary Sewer					
(FURNISH AND INSTALL, INCLUDING ALL APPURtenant WORK, COMPLETE IN PLACE, THE FOLLOWING ITEMS):					
11	?	LF	8" SDR 26 PVC San. Sewer Pipe with Concrete Encasement complete in place for the sum of Dollars and _____ Cents	\$	\$
12	?	LF	City Approved Detectable Metallic Tape complete in place for the sum of Dollars and _____ Cents per linear foot	\$	\$
14	?	LS	Embedment & Backfill complete in place for the sum of Dollars and _____ Cents per lump sum	\$	\$
15	?	LS	Trench Safety for Sanitary Sewer complete in place for the sum of Dollars and _____ Cents per lump sum	\$	\$
16	?	LS	Testing For Sanitary Sewer complete in place for the sum of Dollars and _____ Cents per lump sum	\$	\$
TOTAL					\$ -