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## REQUIREMENTS FOR INSTALLATION OF PUBLIC IMPROVEMENTS

### SECTION 000: ADMINISTRATIVE

Note: These pages contain the requirements for installation of public improvements as of the date adopted as shown on the title page. As amendments or revisions to the document are made and approved by the City Commission, the adoption date will be updated and a brief description of the change(s) will be added to the revision history appendix.

### PART 1 - GENERAL REQUIREMENTS:

#### 1.1. – Introduction

The following infrastructure design standards are established as the minimum requirements for all City of Ennis Public Works projects. These specifications are to be used in conjunction with the Public Works Construction Standards, 2017 (Fifth) edition, as published and subsequently amended by the North Central Texas Council of Governments (NCTCOG) as well as with the latest edition of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014 edition, as published and subsequently amended by the Texas Department of Transportation (TxDOT). The City of Ennis infrastructure design standards supersede any other standard, regulation, or publication when such is in conflict with City of Ennis infrastructure design standards; otherwise, NCTCOG and TxDOT specifications will serve as minimum requirements for all public works projects. Items not covered in writing by the City of Ennis, TxDOT or NCTCOG specifications shall be approved in writing by the Public Works Director of the City of Ennis before construction may commence.

Where stipulated in these design standards there are requirements, alternatives, or waiver of requirements that are stated to be at the discretion of the City of Ennis Public Works Director - any person may petition the City of Ennis City Manager to reconsider the decision of the City of Ennis Public Works Director. Petitions to the City Manager shall be made in writing and explain the basis of the request, and shall also include reference to the specific standard or decision being appealed.

#### 1.2. – Bonding

- A. Performance, Maintenance and Payment bonds must be on file with the City prior to the start of any construction.
- B. Bonds shall be for the entire cost of the project construction within the Public Right-of-way, public easement or all portions of the work that are to eventually be accepted as public infrastructure to be maintained by the City (upon expiration of the Maintenance Bond).
- C. The Payment and Performance Bonds shall be in effect until project completion.
- D. The Maintenance Bond shall be effective for a 24-month period following project completion and acceptance by the City of Ennis and shall cover 100% of the cost of the public improvement portion of the project.
- E. Refer to Appendix A in Section 300 for required bonding language.

#### 1.3. – Insurance

The Contractor will carry Workmen's Compensation Insurance, Public Liability and Property Damage Insurance, and Automobile Insurance sufficient to provide adequate protection against damage claims which may arise from operations under this Contract in compliance with the following:

A. **Contractors Insurance:** Without limiting any of the other obligations or liabilities of the Contractor, during the term of the contract, the Contractor and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the Owner. Certificates of each policy shall be delivered to the Owner before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the Owner, except when the policy is being canceled for nonpayment of premium, in which case 10 days advance written notice is required. Prior to the effective date of cancellation, Contractor must deliver to the Owner a replacement certificate of insurance or proof of reinstatement. Coverage shall be of the following types and not less than the specified amounts:

1. Workers' compensation in at least the minimum statutory amounts on all employees as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the Owner.
2. Commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring Contractor's (or subcontractor's) liability for injury to or death of Owner's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits of \$1,000,000.00 as the combined single limit for each occurrence of bodily injury, personal injury and property damage.
  - a. The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with Owner.
3. Comprehensive automobile liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000.00 per occurrence for bodily injury and for property damage. Such insurance shall include coverage for loading and unloading hazards.

B. **Additional Coverage:** Any insurance coverages which are required by statute, which are not expressly stated herein, shall be maintained in accordance with statutory requirements.

C. **Policy Endorsements and Special Conditions:**

1. Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:
  - a. Name the Owner as an additional insured as to all applicable coverage;
  - b. Each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to Owner by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to Owner is required;
  - c. The term "Owner" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the Owner and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the Owner;
  - d. The policy phrase "other insurance" shall not apply to the Owner where the Owner is an additional insured on the policy;

- e. All provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
2. Insurance furnished by the Contractor shall be in accordance with the following requirements:
- a. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor. The Owner's decision thereon shall be final;
  - b. All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas and shall be represented by an agent or agents having an office located in Tarrant County, Texas or a county with a contiguous border to Tarrant County, Texas; and
  - c. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.
3. Contractor agrees to the following:
- a. Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Owner, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;
  - b. Companies issuing the insurance policies and Contractor shall have no recourse against the Owner for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;
  - c. Approval, disapproval or failure to act by the Owner regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and
  - d. No special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.
4. The Contractor shall furnish the Owner with satisfactory proof that he has provided adequate insurance coverage in amounts and by approved carriers as required by these contract documents. Contractor shall not commence work under this contract until Contractor has obtained all the insurance required under this contract, certificates evidencing such coverage are received by the City and such insurance has been approved by the City. Contractor shall be responsible for delivering to the City, Contractor's certificates evidencing such coverage are received by the City and such insurance has been approved by the City. Contractor shall be responsible for delivering to the City, Contractor's certificate of insurance for approval.

#### **1.4. – General**

- A. All contractors working in the public right-of-way shall furnish the City with satisfactory proof that they have provided adequate insurance coverage in amounts equal to or greater than those required by the City and by approved carriers. Contractor shall not commence work under any

contract until all required insurance and certificates evidencing such coverage are received by the City, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the Owner. Each insurance policy to be furnished by Contractor shall Name the Owner as an additional insured to all applicable coverage.

- B. No public improvement project construction shall begin until a set of engineered drawings of the proposed construction, stamped by a Texas licensed engineer, is received by the City of Ennis and approved by signature of the Public Works Director or his designee.

- 1. Submittal Requirements:

- a. Interim Submittals: 2 Full Size (24" x 36"), 2 Half Size (11" x 17"), and PDF;
    - b. Final Approved Submittal: 2 Full Size (24" x 36"), 4 Half Size (11" x 17") and PDF;

- 2. Final Project Record Drawings Submittal Requirements:

- a. 1 printed Full Size (24" x 36") copy and a PDF file of "As-Built" plans;
    - b. 1 set of all plan sheets in an AutoCad DWG format. All data shall be in NAD83 Texas State Planes, North Central Zone, US Foot.

- C. Any public improvement which will be located in a State of Texas right-of-way shall be permitted first by the TXDOT Right-of-Way Division (Dallas District) before being considered by the City of Ennis. A copy of the approved TXDOT permit shall be supplied to the City of Ennis prior to beginning any work in TxDOT right-of-way.
- D. If the public improvement construction is to be located in easements on private property, the Inspection Services Department of the City of Ennis shall verify the easement by plat. All plats shall be provided to the City by the developer or contractor when the plans are submitted.
- E. All public improvement construction shall be performed in accordance with specifications listed herein and shall be inspected and documented by the City of Ennis Public Works Department.
- F. If the public improvement construction is required to be done after normal working hours, or on weekends or holidays, all overtime pay for the Public Works Inspector shall be paid for by the contractor. Failure to pay overtime fees shall result in a claim against the project Performance Bond.
- G. The contractor or owner will be responsible for the repair/replacement of any City facilities damaged during construction. Failure to repair/replace damaged City facilities will result in a claim against the contractor/owner's liability insurance policy.
- H. For new construction projects, an emergency contact with 24-hour telephone numbers must be on file in case of an emergency.
- I. All contractors must satisfactorily pass all required testing with written test results in the City's possession before the City will approve any construction.

## **Appendix A – Bonding**

Performance, Payment, and Maintenance Bond Examples

Bond No. \_\_\_\_\_

**TEXAS STATUTORY PERFORMANCE BOND**  
**Public Works**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ (hereinafter called Principal), as Principal, and \_\_\_\_\_, a corporation organized under the law of the State of \_\_\_\_\_, a Corporate Surety, authorized and admitted to do business in the State of Texas and licensed by the State of Texas to execute bonds as Surety, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Ennis, Texas (hereinafter called the Obligee), in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents;

**Whereas**, the Principal has entered into a certain written contract with \_\_\_\_\_, dated \_\_\_\_\_ day of \_\_\_\_\_, 202\_, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied the length herein, work constructed to comply with the City of Ennis Ordinances, Codes and Specifications for  
(detail work to be done) \_\_\_\_\_

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if the said Principal shall faithfully perform the work in accordance with the plans and City of Ennis ordinances, codes and specifications and contract document, then, this obligation shall be void; otherwise to remain in full force and effect. The total amount of the Surety's liability under this bond in no event exceed the penal sum thereof;

**PROVIDED HOWEVER**, that this bond is executed pursuant to the provisions of Article 2253, Texas Government Code and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions thereof to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this

\_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
PRINCIPAL:

X \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

X \_\_\_\_\_  
Attorney in Fact

\_\_\_\_\_  
Witness

Bond No. \_\_\_\_\_

**(PAYMENT BOND - TEXAS PUBLIC WORKS)**

**PAYMENT BOND**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That we \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of Texas, as Principal, and \_\_\_\_\_, a corporate surety authorized under the laws of the State of Texas to act as surety on bonds for Principal, are held and firmly bound unto the City of Ennis, Texas (Owner), in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal did, on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, make and enter into a written contract with \_\_\_\_\_ for work constructed to comply with the City of Ennis Ordinances, Codes and Specifications for \_\_\_\_\_ (detail work to be done) \_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies the length herein.

**NOW, WHEREFORE**, a condition of this obligation is such that, if said Principal shall pay all subcontractors and suppliers furnishing labor, material, equipment and/or services to Principal or its subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of the Surety's liability under this bond in no event exceed the penal sum hereof;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to and in strict performance with the provisions of Chapter 2253, Texas Government Code, as most recently amended, and all liabilities under this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

**SURETY**, is obligated only to the dollar amount shown on the face of this bond. If any additions or alterations of the original contract upon which this bond was issued occur, increasing or altering the contract price, Surety is obligated only to the proportional amount that the original contract bears to the altered contract price, unless expressly waived by the Surety in writing.

**SIGNED**, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

PRINCIPAL:

\_\_\_\_\_

X \_\_\_\_\_  
SIGNATURE

NAME & TITLE  
\_\_\_\_\_

ADDRESS  
\_\_\_\_\_

PHONE NUMBER  
\_\_\_\_\_

SURETY:

\_\_\_\_\_

X \_\_\_\_\_  
SIGNATURE

NAME & TITLE  
\_\_\_\_\_

The name and address of Resident Agent of  
Surety is:  
\_\_\_\_\_

Bond No. \_\_\_\_\_

**MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_  
\_\_\_\_\_ (herein after called the Principal), and \_\_\_\_\_  
\_\_\_\_\_ a corporation (hereinafter called the Surety), are held and  
firmly bound unto the City of Ennis, Texas (hereinafter called the Obligee), in the full and just sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of  
the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs,  
administrators, executors successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, said Principal has performed work constructed to comply with the City of Ennis  
Ordinances, Codes and Specifications for \_\_\_\_\_ (detail work to be done) \_\_\_\_\_ which  
have been or are about to be completed and accepted.

**AND WHEREAS**, it is required that \_\_\_\_\_ should  
guarantee the project from defects caused by faulty workmanship and materials, general wear and tear  
excepted, for a period of two (2) years from the date of written acceptance by the City of Ennis, Texas.

**NOW THEREFORE**, if the said project shall be free from defects of workmanship and materials,  
general wear and tear excepted, for a period of two (2) years from the date of written acceptance by the  
City of Ennis, Texas, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-Fact