

## REQUIREMENTS FOR A PRIVATE DEVELOPMENT CONTRACT FOR WATER AND WASTEWATER

**All documents must be on City of Dallas Sustainable Development and Construction Dept. forms.  
See Example Contract for a complete set of listed items.**

- Early Start Request Letter** (one signed original)
- Private development contract** (one signed original)
- Bid breakdown** (Showing Item, Quantity, Unit Price & subtotal for water and wastewater separately) (Must include Trench Safety and Erosion Control under both water and wastewater)
- Performance Bond** (By party signing the contract as contractor)(plus Power of Attorney)  
*Bond must be the same date as the contract, or reference the date of the contract.*
- Payment Bond** (By party signing the contract as contractor)(plus Power of Attorney)  
*Bond must be the same date as the contract, or reference the date of the contract.*
- Development Bond** (By party signing the contract as owner/developer)(plus Power of Attorney); or unconditional letter of credit; or cash deposit; **Or** request by the contractor to **WAIVE** the development bond.
- Certificate of Insurance** (By party signing the contract as contractor) Must meet minimum requirements, have “*City of Dallas as additional insured and waiver of subrogation for City*” on each of the liabilities, and include endorsement CG 2503 (See Example). State project name.
- Trench Safety Competent Person Affidavit** (By party signing as contractor) (notarized)

\_\_\_\_\_ Copy of the **Stormwater Pollution Prevention Plan (SWPPP)** (if disturbing more than one acre). The requirements can be found at [WWW.TCEQ.com](http://WWW.TCEQ.com).

\_\_\_\_\_ Engineered Trench Safety Design Plan (seven copies) (if the excavation is over 20 feet deep)

All documents must be original and submitted to the Sustainable Development and Construction Dept. Contract Administrator (Michael Fay) at 320 East Jefferson, Room 200, Dallas, Texas 75203  
(214) 948-4591; FAX NO. (214) 948-4211.

City of Dallas  
Sustainable Development and Construction  
320 E. Jefferson, Room 200  
Dallas, Texas 75203  
Attn: Michael Fay

Project Name: \_\_\_\_\_ Plat No. \_\_\_\_\_

Contract No: \_\_\_\_\_

We hereby request permission to begin construction of water and wastewater mains in the subject subdivision prior to the recording of its plat; and, for the granting of such permission, we hereby assume all responsibility for all construction; and we understand that water and wastewater mains will not be accepted by the City and paving releases will not be issued until said recorded plat is received by the Sustainable Development and Construction Department; and,

Therefore, we understand the City of Dallas has the right to withhold building permits for any buildings or houses in the subject subdivision, until said subdivision plat has been filed for record, and applicable right-of-way and easements required for water and wastewater mains have been granted and acquired; and,

Furthermore, we understand the City of Dallas has the right to withhold certificates of occupancy of any buildings or houses constructed in subject subdivision, until water and wastewater mains constructed (both on-site and off-site) have been completed, and subject property is adequately served by water and wastewater mains.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Approved by Sustainable Development and Construction Department Chief Engineer:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF DALLAS )

Contract No. \_\_\_\_\_

PRIVATE DEVELOPMENT CONTRACT

THIS AGREEMENT is entered into pursuant to the provisions of Section 49-60(f) of the Dallas City Code between \_\_\_\_\_ (hereinafter called "Owner") and \_\_\_\_\_ (hereinafter called "Contractor"), for the purpose of constructing water/wastewater utility facilities in order to serve a real estate subdivision in the City and County of Dallas, Texas. The terms of this Agreement are as follows:

I.

Contractor agrees to furnish all labor, materials and equipment necessary to construct and install \_\_\_\_\_ to serve \_\_\_\_\_, as shown on Plan No. \_\_\_\_\_, Sheet No. \_\_\_\_\_ (hereinafter called "the Work"). The location or locations of such construction and installation are described as follows:

II.

The Work under this Agreement shall commence not later than \_\_\_\_\_ days from the date of execution of this Agreement, and shall be completed within \_\_\_\_\_ days thereafter.

III.

The Work shall be done fully in accordance with the layouts, plans and specifications approved by the City of Dallas for the \_\_\_\_\_ facilities in the \_\_\_\_\_ subdivision. Contractor also agrees, by execution of this Agreement, to abide by the Pavement Cut And Repair Standards Manual, and the Standard Specifications for Public Works Construction-North Central Texas, First Edition, 1983(as amended by Dallas Water Utilities addendum), as further amended. The above-referenced documents are incorporated by reference and made a part of this Agreement for all purposes, and have been approved by Dallas Water Utilities for all purposes. The terms of this Agreement control in the event the Agreement conflicts with any of the other contract specifications. Owner and Contractor each have the above-referenced documents in their personal possession. The City of

Dallas will perform inspection during the course of construction in accordance with Section 49-61 of the Dallas City Code; Contractor understands that the City of Dallas has the right under the Dallas City Code to direct that the Work be performed in accordance with the contract specifications.

IV.

Owner promises not to reduce the length or size of any installation without the prior written consent of the City of Dallas.

V.

Contractor agrees to furnish Performance and Payment Bonds for the benefit of the Owner and the City of Dallas. 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 of Dallas. The bonds shall designate a resident agent in Dallas County, Texas for delivery of notice and service of process. The performance bond shall guarantee the completion of the Work in accordance with the terms of this Agreement and, upon acceptance by the City of Dallas, guarantee to repair and/or replace all defects due to faulty materials and/or workmanship that appear within a period of one year from the date of final acceptance of the Work by the City of Dallas. The payment bond shall guarantee the prompt payment of all subcontractors, suppliers, laborers and materialmen who are used by the Contractor in the performance of the Work under this Agreement.

VI.

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, Owner will furnish an affidavit to the City of Dallas, in accordance with Section 49-61 of the Dallas City Code, that he has made final payment to the Contractor. Contractor understands and agrees that nothing in this Agreement shall be construed to render the City of Dallas 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 done under this Agreement. The City of Dallas is not a party to this Agreement, and nothing contained herein shall make it a party. The Owner and the Contractor mutually agree to defend and indemnify the City of Dallas and hold the City of Dallas harmless from any

claims, lawsuits or judgements arising from: (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 (including death) or property damage suffered by Owner, Contractor or third parties that arises from or occurs in the course of performance by the parties to this Agreement; and (4) any liens that are placed upon the facilities as a result of the Work under this Agreement.

VII.

Pursuant to Section 49-61 of the Dallas City Code, upon final acceptance of the Work by the City of Dallas, the Owner will turn over to the City, and the City will accept, the facilities as the property of the City of Dallas, free and clear of any liens and encumbrances.

VIII.

This Agreement is performable in Dallas County, Texas, and exclusive venue for any legal action brought under this Agreement shall be located in Dallas County, Texas.

IX.

This Agreement is binding upon the Owner and the Contractor, and their respective successors, assigns, heirs and representatives for the faithful and full performance of the terms and provisions of this Agreement.

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTESTED BY:

\_\_\_\_\_

**OWNER:**

\_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

ATTESTED BY:

\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

(EXHIBIT "A")

PERFORMANCE BOND

STATE OF TEXAS )  
                  )  
COUNTY OF DALLAS )

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  
\_\_\_\_\_, and fully authorized to transact business in the  
State of Texas, as Surety, are held and firmly bound unto the City  
of Dallas, 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 per cent 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 hereby 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, identified  
by plans File Number \_\_\_\_\_ with the Owner, dated the \_\_\_\_\_ day  
of \_\_\_\_\_, A.D. 20\_\_\_\_, and a copy of which is hereto  
attached and made a part hereof, for the construction of \_\_\_\_\_  
\_\_\_\_\_ to serve the \_\_\_\_\_  
Addition.

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\_\_\_\_.

ATTEST:

PRINCIPAL

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_

ATTEST:

SURETY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
Attorney-in-Fact

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

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

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

(EXHIBIT "A")

PAYMENT BOND

STATE OF TEXAS     )  
                                  )  
COUNTY OF DALLAS    )

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  
\_\_\_\_\_, 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 Dallas, 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 \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_) 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 certain Contract, identified by Plan  
File Number \_\_\_\_\_, with the Owner, dated the \_\_\_\_\_ day  
of \_\_\_\_\_, A.D. 20\_\_\_\_, a copy of which is hereto  
attached and made a part hereof, for the construction of \_\_\_\_\_  
to  
serve \_\_\_\_\_ Addition.

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 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, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

PRINCIPAL

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_

ATTEST:

SURETY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
Attorney-in-Fact

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

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_  
(Note: Date of Payment Bond must be date of Contract. If Resident Agent is not a corporation, give a person's name.)

DEVELOPMENT BOND

STATE OF TEXAS     )  
COUNTY OF DALLAS    )

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 \_\_\_\_\_ and fully authorized to transact business in the State of Texas, as Surety, are held and firmly bound unto the City of Dallas, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called City, in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) plus 10 per cent of the stated penal sum as an additional sum of money representing additional court expenses, and attorneys' fees arising out of or connected with the below identified obligations, 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 hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE OBLIGATION TO PAY SAME is conditioned as follows:

WHEREAS, the Principal has filed a plat for approval by City of the \_\_\_\_\_ Addition, a real estate development, located in the city and County of Dallas, Texas (hereinafter called "the development"); and

WHEREAS, in accordance with the applicable plat and development regulations of City, Principal has entered into a private development contract numbered \_\_\_\_\_, dated \_\_\_\_\_, for construction of certain public improvements (to be dedicated to City) for the benefit of the development; and

WHEREAS, in the event of bankruptcy, default or other nonperformance by Principal, claims against Principal or the development may be left without adequate satisfaction.

NOW, THEREFORE, if the Principal shall well, faithfully and timely make payment to the construction contractor for work properly performed under the aforementioned private development contract in accordance with the terms and conditions of said contract for payment, and, if Principal shall fully indemnify and

save harmless the City from all costs and damages which City may suffer by reason of failure to make payment and shall fully reimburse and repay City all outlay and expense which City 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 this Bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the aforementioned contract, but in no event shall a change order, supplemental agreement or amendment which reduces the contract price decrease the penal sum of this Bond.

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 for public improvements for the benefit of the development shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of the time, alteration or addition to the terms of such contracts.

This Bond is given pursuant to the provisions of Section 212.901 of the VTCA Local Government Code, as may be amended from time to time.

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\_\_\_\_.

ATTEST:

PRINCIPAL

\_\_\_\_\_

SECRETARY

BY:

\_\_\_\_\_

SURETY

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

BY:

\_\_\_\_\_

Attorney-in-Fact

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

NAME:

\_\_\_\_\_

STREET ADDRESS:

\_\_\_\_\_

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

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