

EXAMPLE
"Early Start Request"

City of Dallas
Development Services
320 E. Jefferson, Room 200
Dallas, Texas 75203

Project Name: (Development name)

Plat No: (Number assigned to preliminary plat)

Contract No: (Number assigned by City of Dallas)

We hereby request permission to begin construction of water and wastewater mains in the subject subdivision prior to the Development Services Department receiving a filed copy 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 plat is received by the Development Services Department; and,

Therefore, we understand the City of Dallas has the right to withhold building permits for any buildings or houses in subject subdivision, until subject 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 signed) DATE: (Date signed)

OWNER: (John Doe Co., Inc.) CONTRACTOR: (John Doe Co., Inc.)

ADDRESS: (Correct mailing address of developer) ADDRESS: (Correct mailing address of contractor)

BY: (Original signature) BY: (Original signature)

TITLE: (Title of signatory) TITLE: (Title of signatory)

Development Services Department

BY: (By City) DATE: _____
Approval

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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 (Cost written) (\$ Cost numerical) 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

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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 1st day of March, 2000.

ATTESTED:

OWNER:

(Developing Company, Inc.)

BY: (If required)

BY: (Original signature)

ADDRESS: (Correct mailing address
for all correspondence)

ATTEST:

CONTRACTOR:

(Utility Contracting Co., Inc.)

BY: (If required)

BY: (Original signature)

ADDRESS: (Correct mailing address
for correspondence)

EXAMPLE

BREAKDOWN ATTACHMENT
(LIST ALL APPURTENANT PAY ITEMS)

WATER

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
8" Water Pipe	1,580 LF @ \$	21.00 = \$	33,180.00
6" Water Pipe	860 LF @	20.00 =	17,200.00
8" Valve	4 EA @	500.00 =	2,000.00
6" Valve	6 EA @	400.00 =	2,400.00
Fire Hydrants	3 EA @	1,250.00 =	3,750.00
2" Deadhead Service	49 EA @	600.00 =	29,400.00
Bore for 8" Water	125 LF @	65.00 =	8,125.00
Sidewalk	50 SY @	30.00 =	1,500.00
Trench Safety	2,440 LF @	.30 =	732.00
Total Water Mains			\$ 98,287.00

WASTEWATER MAINS

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
8" Wastewater Pipe	1,871 LF @ \$	20.00 = \$	37,420.00
6" Wastewater Pipe	1,415 LF @	25.00 =	35,375.00
48" Diameter Manholes	4 EA @	1,500.00 =	6,000.00
Cleanouts	4 EA @	250.00 =	1,000.00
Laterals	49 EA @	200.00 =	9,800.00
Concrete Paving	10 CY @	250.00 =	2,500.00
Asphalt Paving	120 SY @	31.00 =	3,720.00
Stabilized Backfill	5 CY @	30.00 =	150.00
Rip Rap	1 SY @	30.00 =	30.00
Concrete Backfill	15 CY @	80.00 =	1,200.00
Trench Safety	3,286 LF @	.30 =	985.80
Total Wastewater Mains			\$ 98,180.80

Total Water and Wastewater Mains \$ 196,467.80

Note : use Bid Items relative to Chapter 49 of the Dallas City Code.

EXAMPLE
(EXHIBIT "A")

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS: That (Utility Contracting Company, Inc.), whose address is (Current address) hereinafter called Principal, and (Surety name), a corporation organized and existing under the laws of the State of (State name), and fully authorized to transact business in the State of Texas, as Surety, are held and firmly bound unto (Developing Co, Inc.), 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 (Contract value written) DOLLARS (\$ Numerical value) 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 411Q-9999, with the Owner, dated the (1st) day of (March), A.D. 2000, a copy of which is hereto attached and made a part hereof, for the construction of (Water and/or wastewater mains) to serve (Development name) 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.

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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 (one) copies, each one of which shall be deemed an original, this, the (1st) day of (March), 2000__.

ATTEST:

PRINCIPAL

(If required)

Secretary

BY: (Original signature Contractor)

ATTEST:

SURETY

Surety Seal

(Surety name)

BY: (Original signature)
Attorney-in-Fact

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

NAME: (Resident agent in Dallas County)

STREET ADDRESS: (Current mailing address)

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

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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.

PROVIDE 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.

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

ATTEST:

PRINCIPAL

(Developing Company name)

(If required)
SECRETARY

BY: (Original signature developer)

ATTEST:

SURETY

(Surety name)

BY: (Original signature)
Attorney-in-Fact

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

NAME: (Resident agent in Dallas County)

STREET ADDRESS: (Current mailing address)

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

0441G

SAMPLE
IRREVOCABLE LETTER OF CREDIT NO. 240

TO: City of Dallas
Department of Development Services
320 E. Jefferson Blvd. Rm. 200
Dallas, Texas 75203
Attn: *Elias Sassoon, P.E.*

AMOUNT: \$
ISSUED: Date
EXPIRES: Date
CUSTOMER: Developer/Company-Name
Address

At the special instance and request of the above named customer, this Bank, as Issuer, hereby issues its Irrevocable Letter of Credit to the above named Beneficiary and agrees to pay the Beneficiary, or its assigns, the amount hereof at one time or in installments, in the manner herein set forth. Payments shall be made upon Checks, Drafts or Bills of Exchange (Orders for payment) drawn upon the account of the Customer, in order of presentation, at the banking house of Issuer, on or before the date of expiration.

This Letter of Credit shall be automatically extended without amendment for an additional period of one year from the present or each future expiration date unless we have notified you, in writing, by registered mail, not less than sixty (60) days before such expiration date, that we elect not to extend this Letter of Credit, whereupon you may draw on this credit for the available balance.

All orders for payment must be presented to the issuer. Each Order for payment must refer to the date, amount, number, Customer, and Beneficiary of the Letter of Credit.

The amount of each drawing must be endorsed on this Letter of Credit and the Order for Payment must certify that the endorsement has been made on this Letter of Credit.

This Letter of Credit must be surrendered with the Draft for the final amount of the drawing hereunder.

All sums payable hereunder are payable in United States currency which is legal tender for payment of public and private debts as of the date of presentment of the Order for Payment.

This Letter of Credit shall be valid, binding and irrevocable for the period hereof until the date of expiration hereof. From and after the date of expiration, Issuer shall have no liability for, or responsibility for, any Drafts presented after such date, but shall be fully liable for and responsible for, to the extent of the amount of this Letter of Credit, for all drafts properly drawn by the Beneficiary and presented to the Bank with all accompanying documents and all conditions hereof having been met, prior to the date of expiration and Issuer hereby agrees with the Beneficiary, all endorsers and bona fide holders of such drafts drawn hereunder and in accordance with the terms hereof, that the same shall be duly honored upon presentment to the Issuer within the time and in the manner specified herein.

(BANK NAME):

ATTESTED:

By: _____ By: _____

EXAMPLE
"Waiver"

Date:

Development Services Department
320 East Jefferson, Room 200
Dallas, Texas 75203

Attention Mr. Elias Sassoon

Re: (Development Name)

Dear Mr. Sassoon:

(Contractors Name) has satisfied itself as to the financial integrity of the owner of the referenced project. We have confidence in their ability to meet their obligations to us in a timely manner.

This letter is to serve as our request that a waiver be granted (Owners Name and address) from the requirement of filing a development bond for the project. In so doing, we herewith absolve the Dallas Water Utilities and the City of Dallas of any liability regarding claim for payment for work performed in connection with this project.

Respectfully submitted,

(Contractors signature)

Certificate of Insurance

Required insurance is described in paragraph 1.26 of the the latest edition of the Dallas Water Utilities Addendum to North Central Texas Standard Specifications For Public Works Construction

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

Certificate #

739

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

BONDS AND INSURANCE

COMPANIES AFFORDING COVERAGE

INSURED

(example)

COMPANY LETTER **A**

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY		07/02/02	07/02/03	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY \$ 1,000,000
	OWNERS & CONTRACTORS' PROT.				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Per Project Aggregate-CG2503				FIRE DAMAGE (Any one fire) \$ 50,000
					MED. EXPENSE (Any one person) \$ 5,000
D	AUTOMOBILE LIABILITY		02/03/03	07/02/03	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
<input type="checkbox"/> GARAGE LIABILITY					
B	EXCESS LIABILITY		08/02/02	07/02/03	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY		10/27/02	10/27/03	<input checked="" type="checkbox"/> STATUTORY LIMITS
					EACH ACCIDENT \$ 500,000
					DISEASE-POLICY LIMIT \$ 500,000
					DISEASE-EACH EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Dallas is shown as additional insured on all policies except Workers' Compensation. Insurance is primary and non-contributory basis. Waiver of Subrogation in favor of City of Dallas.

Re: (name of project)

CERTIFICATE HOLDER

City of Dallas
Attn: Michael Fay
320 East Jefferson, Room 200
Dallas, TX 75203

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

Trench Safety Affidavit

I certify _____ **(Name)** _____ is a competent person as defined in the Federal Register, Part II, 29 CFR 1926. Occupational Safety and Health Standards - Excavations; Final Rule, and he/she will perform the duties and responsibilities of this position on the contract for _____ **(Development Name)** _____ .

Signed By Contractor

Notarized