PAVING AND DRAINAGE
PRIVATE DEVELOPMENT CONTRACTS

Private development contracts are required for all subdivision construction involving storm drainage and/or street paving within an easement or public right-of-way to insure that construction is in accordance with the City’s ordinances and regulations. An inspection fee must also be paid prior to the execution of the private development contracts. The amount of the Inspection Fee is based on the amount of the private development contract. (For amount of inspection fee, see attachment.)

The contract is prepared by the General Contractor (or Sub) on a form provided by the City, for execution by the Developer and the Contractor. Construction cannot be started until the contracts have been properly executed by the City of Dallas, and Performance and Payment Bonds, if required, have been submitted to the Engineering Division of the Development Services Dept.

Separate contracts are required for paving and storm drainage. However, storm drainage projects that have paving associated with the required utility cut for storm drainage pipe construction will be accepted as a storm drainage contract by the Development Services Dept. and the paving items will be considered incidental to the drainage construction.

Developers are required to fund all City-required Material Testing and third-party Construction Inspection services for subdivision paving and storm drainage improvements. The City will provide periodic inspection, final inspection and acceptance services.

- The developer must select a local material testing company that is competent in the field of lab work pertinent to the Private Development Contract, to provide material testing services and certifications.
- The engineer who prepared and sealed the plans or another engineer who attests that he is qualified or proficient by education or experience to perform detailed construction inspection will be responsible for all construction inspection services (must attend City orientation).

A complete contract package (see attached checklist) must be submitted to the Engineering Division of the Development Services Dept. located at 320 E. Jefferson, Room 200. Separate contracts are required for each contractor. The contracts must show the Addition Name, File No. (311T/DP-__________) and the Contractor’s and the Developer’s name, address, and phone number. The Addition name used on the contracts must match the plans.

Development Services
320 E Jefferson Blvd, Room 200 – Dallas, Texas 75203 – 214-948-4205

Revised February 2, 2022
PRIVATE DEVELOPMENT CONTRACTS cont’d

The City will approve the Private Development Contracts for the paving and drainage work after the plans have been approved and all items on the contract checklist have been submitted (see attached list for more details):

- Private Development Contract
- Contractor’s Performance Bond and Payment Bond
- Developer’s Surety: Bond or Letter of Credit or Cash Deposit
- Certificate of Insurance
- Construction Inspection Letter
- Memo of Understanding
- Materials Testing Letter
- SWPPP, if applicable
- Hold on Certificate of Occupancy
- Early Start Letter, if platting
- Inspection Fee

The City’s final acceptance of the work done under the Private Development Contract will be given after:

- the developer submits a copy of the recorded plat, and an affidavit that all contractors, sub-contractors and material suppliers have been paid in full (minus any applicable retainage);
- letters of certification for the inspection of the work have been submitted by the consultant Engineer;
- required materials testing reports and certifications and final inspection have been approved by the Development Services Dept.

Notice

Preconstruction meetings are required unless otherwise directed by the Development Services Dept. staff. The contractor or the developer’s contact person will be contacted by City staff to coordinate with the appropriate people to attend. On the specified date and times, this meeting will be attended by City staff, the owner or his representative, the contractor, subcontractors, construction inspection firm and the material testing firm. All of these representatives must attend the preconstruction meeting or it will be rescheduled. The contracts will be signed by the City’s Senior Program Manager after the preconstruction meeting. The meetings are virtual Teams Meetings.

Development Services
320 E Jefferson Blvd, Room 200 – Dallas, Texas 75203 – 214-948-4205

Revised February 2, 2022
Paving and Drainage
Private Development Contract Check List

Project Name: ____________________________  File No. 311T/DP ____________

Owner: ____________________________  Contractor: ____________________________

Contract Type: ___ Paving; ___ Drainage  Contract Value: $________

Inspection Firm: ____________________________  Materials Testing: ____________________________

1. ___ One (1) Signed and Attested Contract: (Use the City 3-page form and ensure that each signature has the printed name underneath for legibility.) (emailed pdf is optional for all forms to: Michael.fay@dallascityhall.com)

2. ___ One (1) each Performance Bond and Payment Bond (by contractor) (only for contracts over $25,000).

3. ___ One (1) Developer's Surety Bond (or Letter of Credit, or Cash Deposit) (by Owner / Developer). Or Waiver Letter (by contractor), if agreeable to all parties that the plat will not be released for filing until the contract is completed and accepted. (only for contracts over $25,000)

4. ___ Certificate of Insurance (by contractor) (Endorsement must include: Project name, 311T/DP#, & “Additional Insured and Waiver of Subrogation in favor of City of Dallas”)

5. ___ Construction Inspection letter, signed and sealed by a P.E. with name and phone number of the responsible person, on inspection agency letterhead.

6. ___ Memo of Understanding signed by the owner, inspection firm, contractor and testing firm.

7. ___ Materials Testing notification letter with name and phone number of the responsible person.

8. ___ SWPPP (Storm Water Pollution Prevention Plan - to be sent to plan reviewer)

9. ___ Hold On Certificate of Occupancy (commercial only)

10. ___ Early Start Letter (by Contractor and Owner/Developer)

11. ___ Inspection Fee ($__________) (payable to ‘City of Dallas’)

12. ___ Traffic Control Plan (uploadable to https://rowmanagement.dallascityhall.com)

Submitted by:  Name: ____________________________

Company: ____________________________

Telephone #: ____________________________

Development Services
320 E Jefferson Blvd, Room 200 – Dallas, Texas 75203 – 214-948-4205

Rev. February 2, 2022
PRIVATE DEVELOPMENT CONTRACT

This contract is made and entered into this ____ day of _____________, 20__, by and between ________________________________________, hereinafter called "Owner", and ________________________________________, hereinafter called "Contractor".

Witnesseth:

I.

That for the construction stated hereinafter and agreed to be paid by Owner, Contractor covenants and agrees to construct the following described improvements for Owners for the benefit of the City of Dallas (hereinafter called "City"), which improvements shall hereinafter be called "the Work":

Construction of __________________________________________ In Dallas County, Texas, on certain work in ______________________________________ Addition, at the following location(s):

<table>
<thead>
<tr>
<th>Street Name (Limits) and/or Alley Between and/or Storm Drain (Pipe Size)</th>
<th>Length</th>
<th>Width</th>
<th>Thickness</th>
<th>Quantity S.Y. or L.F.</th>
<th>Unit Price</th>
<th>SCost</th>
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(Attach a sheet if necessary)  Total Cost: $______

The Work shall be performed in every detail conforming to plans (File: 311T/DP______) and standard construction details and specifications approved by the City.

II.

It is hereby agreed by each of the parties concerned by the signing of this contract, that a copy of the plans, an up-to-date copy of C&G's Standard Specifications for Public Works Construction, including the City of Dallas addendum to the C&G's Standard Specifications and the Department of Public Works and Transportation Standard Construction Details:

File No. 251D-1, and any addendum or latest revision to them are in the personal possession of each of the parties concerned, that such specifications and details are made a part of this contract by reference, and have been approved for this project by the Director of Public Works and Transportation Department, as same may be amended, or supplemented from time to time by special provision.
In consideration of Contractor's full and faithful performance of the Work, Owner agrees to pay to Contractor the sum of ____________________________

Dollars ($___________________).

For contracts over $25,000, Owner and Contractor agree that Owner shall retain 10 percent of the total contract price specified herein until the Work has been approved and accepted by the City. For contracts under $25,000, no progress payment will be made under this contract. One final lump sum payment will be made upon final completion of all work by the contractor and final inspection and acceptance of same by the City.

For contracts over $25,000, Contractor agrees to furnish performance and payment bonds executed by the Contractor and at least one corporate surety authorized to do business in the State of Texas and having a resident agent in Dallas County, Texas, for delivery of notice and service of process. The approved form for the performance and payment bonds are attached hereto, marked Exhibit "A", and made a part hereof. For contracts under $25,000, no bonds are required. For both cases, Contractor agrees to guarantee the completion of the Work in accordance with the terms and specifications approved by the City of Dallas. Contractor agrees, upon final acceptance of the Work by the City of Dallas, to repair and/or replace all defects due faulty materials and/or workmanship that appear within a period of one (1) year from the date of final acceptance of the work. The bonds herein mentioned shall also be in favor of the city of Dallas.

Contractor agrees that the City shall never have any liability to the Contractor under this contract. By executing the contract, Contractor agrees to look solely to the Owner and not to the City for payment under this contract.

Upon completion of the Work and its acceptance by the City, in accordance with City's plans and specifications and after approval thereof by the Director of the Development Services Department or his/her designated representative, the Work, as described above, shall become the sole property of the City provided that the Work is located within a public street, alley easement, or other right-of-way belonging to the City. The City takes the Work free from any liens or encumbrances thereon upon final acceptance.

This contract shall be governed by and construed in accordance with the laws of the State of Texas, and the Charter, Ordinances, Rules and Regulations of City. This contract is performable in Dallas County, Texas, and exclusive venue for any action under this contract shall lie in Dallas County, Texas.

Executed on the date stated above by ____________________________, Owner, (through its duly authorized officials), and by ____________________________, Contractor (through its duly authorized officials), thereby binding themselves, their heirs, successors, assigns, and representatives to the full and faithful performance of the terms of this contract.
OWNER

ATTEST:

________________________________________
Signature

BY: ______________________________________
Signature-Title

Print or Type Signature

ADDRESS: ________________________________

CITY, STATE & ZIP: ________________________

PHONE NO.: ______________________________

FAX NO.: _________________________________

GENERAL CONTRACTOR

ATTEST:

________________________________________
Signature

BY: ______________________________________
Signature-Title

Print or Type signature

ADDRESS: ________________________________

CITY, STATE & ZIP: ________________________

PHONE NO.: ______________________________

FAX NO.: _________________________________

Approved as to form for the City of Dallas

BY: ______________________________________

DATE: ________________________________

Three-Way Contract
Page 3 of 3
Rev. 06/2004
(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 No.
311T/DP-__________ 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: ____________________________

Secretary

ATTEST: ____________________________

PRINCIPAL

BY: ________________________________

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: ____________________
PAYMENT BOND

EXHIBIT "A"

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 No. 311TDP __________, 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.

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

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

ATTEST:                                          SURETY

_____________________________________________

BY:_________________________________________

_____________________________________________

ATTORNEY-IN-FACT

BY:_________________________________________

_____________________________________________

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 SURETY FOR PRIVATE DEVELOPMENT CONTRACTS

All private development contracts for more than $25,000 executed by the Chief Engineer of Development Services Department require a development surety in the amount of the contract. The surety may be in the form of a bond, letter of credit, or an interest-bearing cash deposit.

- A bond shall be executed by the developer and at least one corporate surety company authorized to do business and licensed to issue surety bonds in the State of Texas. This bond will provide a guarantee that the City will not incur any liability or claims in case of the developer’s failure to make payments in accordance with the term of the private development contract. The bond must be furnished on the form prepared by the City Attorney’s Office (see attached Development Bond).

- An unconditional letter of credit must be drawn on a state or federally chartered lending institution with a principle office or branch in Texas, preferably located in the Dallas-Ft. Worth metroplex (see attached sample letter of credit).

- A cashier’s check made out to the City of Dallas will be accepted for the interest-bearing cash deposit, refundable after the Letter of Acceptance of the infrastructure improvements is signed by the Chief Engineer of the Development Services Dept.

**NOTE:** if the developer and contractor agree to waive the developer surety, **the final plat will not be released** until the infrastructure improvements are completed and accepted by the City.
DEVELOPMENT BOND

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENCE: 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 percent of the stated penal sum as an addition 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 Principle 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 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, Supplement 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 any contract for public improvements for the benefit of the development shall in any way 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 such contracts.

This Bond is given pursuant to the provisions of Article 1015r of Vernon's Annotated Civil Statutes, 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:

______________________________
Secretary

______________________________

PRINCIPAL

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 Development Bond must be date of Contract. If Resident Agent is not a corporation, give a person's name.)
SAMPLE
IRREVOCABLE LETTER OF CREDIT NO. XXX

To: City of Dallas
Development Services Dept.
320 E. Jefferson Blvd, Room 200
Dallas, Texas 75203

AMOUNT: $$$$  
ISSUED: Date  
EXPIRES: Date  
CUSTOMER: Developer / Owner Name
           Address

Attn: David Lam, P.E.

At the special instance and request of the above named customer, this Bank, as Issuer, hereby issues
this 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 he Order for Payment.

This Letter of Credit shall be valid, binding and irrevocable for the period hereof until the date of
expiration thereof. 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, 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 thereof, that the
same shall be duly honored upon presentment to the Issuer within the time and in the manner
specified herein.

(BANK NAME)

By: ____________________________

ATTESTED:

By: ____________________________

Revised February 2, 2022
EXAMPLE

“Waiver” for Paving/Drainage

Date:

City of Dallas
Development Services Dept.
320 E Jefferson Blvd, Room 200
Dallas, Texas 75203
Attn: David Lam

Re: (Development name)

Dear Mr. Lam,

(Contractor’s 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 (Owner’s name and address) from the requirement of filing a development bond for the project. In so doing, we herewith absolve the Development Services Department and the City of Dallas of any liability regarding claim for payment for work performed in connection with this project.

We hereby confirm that it is agreeable to all parties that the plat will not be released for filing until the paving/drainage contract construction is completed and accepted.

Respectfully submitted,

(Contractor’s signature)
ACORD CERTIFICATE OF INSURANCE

PRODUCER
Good Insurance Agency
P.O. Box 1000
Dallas, TX 75201

INSURED
ABCD Contractors, Inc.
1000 Avenue E
Dallas, TX 75222

COMPANIES AFFORDING COVERAGE
A Gulf Insurance Company
B Twin City Fire Insurance Company
C New Hampshire Insurance Company

COVERAGES:

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<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
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<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CGL1234567</td>
<td>04/15/95</td>
<td>04/15/96</td>
<td>GENERAL AGGREGATE: $1,000,000</td>
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<td>CLAIMS MADE OCCUR</td>
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<td>OWNER'S &amp; CONTRACTOR'S PROT.</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>CAL9876543</td>
<td>04/15/95</td>
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<td>COMBINED SINGLE LIMIT: $500,000</td>
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<td>GARAGE LIABILITY</td>
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<td>B</td>
<td>EXCESS LIABILITY</td>
<td>UMB333333</td>
<td>04/15/95</td>
<td>04/15/96</td>
<td>EACH OCCURRENCE AGGREGATE: $1,000,000</td>
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<td>UMBRELLA FORM</td>
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<td>OTHER THAN UMBRELLA FORM</td>
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<td>C</td>
<td>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>TWC01234</td>
<td>02/01/95</td>
<td>02/01/96</td>
<td>STATUTORY LIMITS</td>
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<td>EACH ACCIDENT: $100,000</td>
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<td>DISEASE-POLICY LIMIT: $500,000</td>
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<td>DISEASE-EACH EMPLOYEE: $100,000</td>
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: (Project Name) -- Additional Insureds and Waiver of Subrogation as to the City of Dallas, its officers, employees and elected representatives

CERTIFICATE HOLDER
City of Dallas
Department of Development Services
320 E. 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 SMALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]
CITY OF DALLAS
MEMO OF UNDERSTANDING

Re: Construction of Improvements within the public right-of-way and/or easement areas
(City Code 51A-8.612 Private Development Contracts)

I. As the owner/developer of ____________________________ project, I am responsible for the construction of certain improvements within the public right-of-way that will serve my project. The design plans for this work have been approved by the City and assigned the project number 311T/DP-__________. These improvements must be constructed to City standards before the City will agree to accept and maintain them. The applicable City standards address and include public safety, the use of satisfactory materials, and proper methods of construction. THE CITY OF DALLAS DOES NOT PROVIDE INSPECTION SERVICES FOR MY CONSTRUCTION WORK. Therefore, I must employ the services of a knowledgeable professional engineer licensed in the State of Texas to perform inspection services. The engineer will be responsible to certify, with their professional engineering seal, on my behalf and to the City's satisfaction that said improvements have been constructed in accordance with the approved design plans and to City standards and specifications. For this purpose I have employed the services of ____________________________. I understand that if the contractor fails to comply with this engineer's instruction or performs any work that is not properly inspected or authorized by the engineer, then the engineer will not be able to certify the work and it will need to be removed and replaced. I understand that if these improvements do not meet City standards then the improvements will need to be removed and replaced. Furthermore, I understand that I will not be able to obtain a final plat or a Certificate of Occupancy until these improvements are complete and accepted by the City. I understand that an acceptable surety in the form of a bond or cash deposit will be required by the City to release a plat prior to acceptance of these improvements.

II. I, _____________________________________________, am a licensed professional engineer in the State of Texas and have been hired to provide construction inspection services for City Plan project 311T/DP-__________. The scope of my services includes having a thorough knowledge of the approved design plans, knowing the schedule for construction, knowing City safety standards for construction within the public right-of-way, having full cooperation of the contractor and the services of a materials testing company, physically inspecting construction as it occurs, documenting the construction as it occurs, preparing a clear and complete and comprehensive inspection report specific to the scope of the approved plans, and upon satisfactory completion of all work providing a letter addressed to the City and affixed with my professional engineering seal to certify that the construction complied with the approved plans and all applicable City standards and specifications. I am familiar with and knowledgeable of the City's 251D Construction Standards, NCTCOG Standards with addendums, the spacing frequency and valuations required for density tests, and with City of Dallas concrete batch design requirements. I am responsible for coordinating any questions or discrepancies with the City of Dallas as they occur otherwise the owner may have to remove and replace any improvements.
that do not meet City standards. The comprehensive construction inspection report that I prepare will be addressed to the owner and copied to the City of Dallas for the City's review and acceptance. I am responsible for making, coordinating with the City, and documenting any field changes that may be necessary. If the contractor fails to comply with my instruction, or performs any work which I am not able to properly inspect, then I cannot certify that the construction complies with City standards and the work will need to be removed and replaced.

III. As the contractor of ___________________________ project, I understand that the City cannot accept my work until the engineer listed above certifies that it complies with the approved design plans and all applicable City standards. Therefore, I agree to fully cooperate with the engineer's direction on this project and not to perform any work without properly documented inspection.

IV. As the materials testing company for the ___________________________ project, I understand that the City cannot accept the project work until the engineer listed above certifies that it complies with the approved design plans and all applicable City standards. Therefore, I agree to fully cooperate with the engineer's direction on this project.

Our signatures below attest that we have read and understand the referenced City Code Section 51A-8.612 regarding Private Development Contracts and are in mutual agreement with this Memo of Understanding.

Owner/Developer signature and date

Owner/Developer printed name

Contact phone number

Contractor signature and date

Contractor printed name

Contact phone number

Inspection Engineer signature, date

Inspection Engineer printed name

Contact phone number

Testing Company signature, date

Testing Company printed name

Contact phone number
Hold on Certificate of Occupancy
(Commercial)

Date: ______________

David Session
Development Services / Building Inspection
OCMC, Room 115

Final Building Inspection / Utility Connection Authorization

Design #: 311T/DP-__________
Addition Name

Plat #: S-______________
Street Address

A Private Development Contract has been executed for paving and/or drainage infrastructure to support the construction of structures within the subject property. Per the Dallas Development Code (Sec. 51A-8.612(i)(1), please take steps to insure that no “Certificate of Occupancy” and/or “Utility Connection Authorization” is issued for a structure within the subject property until such time as you receive a release from Development Services / Engineering. The release will be issued when the contracted infrastructure has received final infrastructure inspection and acceptance.

Thank you for your assistance.

David Lam, P.E.
Interim Assistant Director
Development Services / Engineering

We are aware of and understand the above conditions:

________________________  ________________________
Owner/Developer            Contractor/Company

________________________
Signature

________________________  ________________________
Type or Print Name          Type or Print Name
City of Dallas
Development Services Department
Engineering Division
320 E. Jefferson, Room 200
Dallas, Texas 75203
Attention: David Lam, P.E., Interim Assistant Director

Project Name: __________________________

File No. 311T/DP- ___________ Plat No. ___________

Dear Mr. Lam:

We hereby request permission to begin construction of the storm drainage and/or paving improvements in the subject subdivision prior to the recording of the plat; and, for the granting of such permission, we hereby assume all responsibility for all construction, including the recording of off-site easements; and,

Therefore, we hereby grant the City of Dallas the right to withhold building permits and Certificates of Occupancy for any buildings or houses in the subject subdivision, until subject subdivision plat has been filed for record, and applicable rights-of-way and easements required for the storm drainage and/or paving improvements have been granted and acquired.

DATE: __________________________ DATE: __________________________
OWNER: __________________________ CONTRACTOR: __________________________
ADDRESS: __________________________ ADDRESS: __________________________
__________________________________
__________________________________
__________________________________
__________________________________
Phone No.: __________________________ Phone No.: __________________________
BY: __________________________
Signature

TITLE: __________________________
Print or Type Name

TITLE: __________________________
Print or Type Name
## Inspection Fee

<table>
<thead>
<tr>
<th>Amount of Private Development Contract</th>
<th>$ Fee Amount</th>
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<tbody>
<tr>
<td>The value of the proposed improvement is $25,000 or less</td>
<td>$500.00</td>
</tr>
<tr>
<td>The value of the proposed improvement is from $25,001 to $100,000</td>
<td>$500.00, plus $0.02 multiplied by the value of the improvement in excess of $25,001</td>
</tr>
<tr>
<td>The value of the proposed improvement is $100,001 or more</td>
<td>$2,000.00, plus $0.01 multiplied by the value of the improvements in excess of $100,001</td>
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Applying for a ROW Permit (Cut Permit) online

Visit the following website to start the cut permit process:

https://rowmanagement.dallascityhall.com

Complete the built-in cut permit application

- For any 311T/DP projects with contract, place Development Services as the OWNER
- For any 311T/DP projects with NO contract, OR for any other projects, include the Contractor’s information as the OWNER.
- Include the 311T/DP number if applicable, and also check the box

Upload the following items on the website:

- A set of approved engineering plans or detailed drawing showing the scope of work in the ROW
- A copy of signed contract if applicable
- A Traffic Control Plan
- A letter from Oncor indicating the responsibility of inspection and acceptance of any proposed duct bank improvements if applicable.

For any further assistance direct all questions to Joe Smetak at 214-948-4402; or John Heim at 214-948-4290; or email your questions to:

pbwrowmanagement@dallascityhall.com