



CITY OF DALLAS

WATER & WASTEWATER 'P-CONTRACT' CHECKLIST

All documents must be submitted on City of Dallas Development Services forms

1. **Early Start Construction Request** (Form 11.13)
2. **Private Development Contract** (Form 11.14)
3. **Bid Proposal** listing bid items, quantity, unit prices & subtotal for water & for wastewater. Must include Trench Safety and Erosion Control (Form 11.28)
4. **Performance Bond** by the party signing the contract as the contractor of record. Must include Power of Attorney. (Form 11.15)
5. **Payment Bond** by the party signing the contract as the contractor of record. Must include Power of Attorney. (Form 11.17)
6. **Development Bond** (Form 11.16) by the party signing the contract as the Owner/Developer. Must include Power of Attorney. ALTERNATIVES include **Unconditional Letter of Credit** (Form 11.21); or **cash deposit**; or **Waiver Letter** (Form 11.11) if signed by the contractor.
7. **Certificate of Insurance** (Form 11.23) must meet the minimum insurance requirements per Section 103.4 of *The City of Dallas 2011 Addendum to the Public Works Construction Standards – North Central Texas Council of Governments*. List City of Dallas as certificate holder and additional insured. Provide the project name.
8. **Affidavit of Indemnification for Trench Safety (OSHA Certification)** signed by contractor of record (Form 11.24)
9. Storm Water Pollution Prevention Plan (SWPPP) if disturbing more than one acre.
10. Engineered Trench Safety Design Plan if the excavation is over 20 feet deep. Sealed by a Registered Civil Engineer.

Development Services

320 E Jefferson Blvd, Room 200 – Dallas, Texas 75203 – 214-948-4607

A City Utility Providing Regional Water and Wastewater Services Vital to Public Health and Safety



CITY OF DALLAS

EARLY START CONSTRUCTION REQUEST

Michael Fay
City of Dallas Development Services
320 E Jefferson Blvd, Room 200
Dallas, Texas 75203

Project Name: _____ **Plat Number:** _____

Contract Number: _____

We hereby request permission to begin construction of water and wastewater mains in the subject property prior to the recording of the plat; and by so doing, we assume all responsibility for all construction. We understand that the subject project will not be accepted by the City and paving releases will not be issued until the recorded plat is received by Development Services.

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

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

Date: _____

Date: _____

Owner: _____

Contractor: _____

Address: _____

Address: _____

Phone #: _____

Phone #: _____

By: _____

By: _____

Title: _____

Title: _____

Development Services
320 E Jefferson Blvd, Room 200 – Dallas, Texas 75203 – 214-948-4607
A City Utility Providing Regional Water and Wastewater Services Vital to Public Health and Safety

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: Project is located in PD _____, near ___ along _____ Street, Mapsco _____

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, Dallas Water Utilities Standard Drawing Manual, Dallas Water Utilities Approved Materials Lists, Section 49-61(A), and the Standard Specifications for Public Works Construction - North Central Texas, Fourth Edition, 2004 as amended by the City of Dallas NCTCOG Addendum. 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 construction inspection during the course of construction in accordance with Section 49-61(c) 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, size, or functionality 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 material men 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 material men 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 judgments 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 material men; (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: _____

PRINTED NAME: _____

TITLE: _____

ADDRESS: _____

ATTESTED BY: _____ **CONTRACTOR:** _____

_____ BY: _____

PRINTED NAME: _____

TITLE: _____

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:

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 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.)

Waiver Letter for Development Bond

Michael Fay
City of Dallas Development Services
320 E Jefferson Blvd, Room 200
Dallas, Texas 75203

Project Name: _____ **Plat Number:** _____

Contract Number: _____

Contractor's Attestment:

_____, as contractor of record, has satisfied itself as to the financial integrity of the owner of the referenced project. We have confidence in the ability of the owner/developer, _____, to meet their obligations to us in a timely manner.

This letter is to serve as our request that a waiver be granted to the owner/developer, _____, from the requirement of filing a development bond for the project. In so doing, **we herewith absolve the City of Dallas of any liability regarding claim for payment for work performed in connection with this project.**

Date: _____

Contractor: _____

Address: _____

Phone #: _____

By: _____

Title: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	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.												
INSURED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS														
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Proj. Aggregate- CG2503 <input type="checkbox"/> _____ <small>GEN'L AGGREGATE LIMIT APPLIES</small>				<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">EACH OCCURENCE</td><td style="width: 20%; text-align: right;">\$</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td></tr> <tr><td>_____</td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURENCE	\$	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$	PRODUCTS - COMP/OP AGG	\$	_____	\$
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E.L. DISEASE - POLICY LIMIT	\$																			
	<input type="checkbox"/>	OTHER																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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.

Project: _____

CERTIFICATE HOLDER

CANCELLATION

CITY OF DALLAS ATTN: MICHAEL FAY 320 EAST JEFFERSON, ROOM 200 DALLAS, TEXAS 75203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE	

IMPORTANT

The Certificate of Liability Insurance must:

- Contain the minimum insurance requirements per Section 103.4 of *The City of Dallas 2011 Addendum to the Public Works construction Standards – North Central Texas Council of Governments* http://www.dallascityhall.com/dwu/dwu_design_standards.html
- have “City of Dallas as additional insured and waiver of subrogation for City” on each of the liabilities
- include endorsement “CG 2503”
- Reference the Project Name.

SAMPLE



CITY OF DALLAS

AFFIDAVIT OF INDEMNIFICATION FOR TRENCH SAFETY

Project: _____

I certify _____ is a **competent person** as defined in the Federal Register, Part II, 29 CFR 1926, Occupational Safety and Health Standards – Excavations: Final Rule, and said person will perform the duties and responsibilities of this position on Private Development Contract number: _____.

INDEMNIFICATION FOR TRENCH SAFETY

Contractor agrees to defend, indemnify and hold owner, its officers, agents and employees and the consulting engineer completely harmless from any claims, lawsuits, judgments, costs and expenses (including attorney's fees, if any) for any personal injury (including death), property damage or other harm for which recovery of damages is sought (including any injury, death or damage suffered by the contractor's own employees) arising out of or occasioned by the use of any trench excavation plans, regardless of their origin, or by any negligent, grossly negligent, strictly liable or intentional act of the contractor, a subcontractor or any individual employee or laborer (whether or not an employee of the contractor or a subcontractor) in the performance or supervision of actual trench excavation under the contract. **THIS INDEMNITY APPLIES REGARDLESS OF WHETHER OWNER'S OR CONSULTING ENGINEER'S NEGLIGENCE OR FAULT IN THE ADMINISTRATION OF THIS CONTRACT OR IN THE PREPARATION, REVIEW OR APPROVAL OF THE CONTRACTOR'S TRENCH EXCAVATION PLAN CONTRIBUTED TO THE INJURY, DEATH, OR DAMAGE. OWNER ACCEPTS NO LIABILITY WHATSOEVER AS A RESULT OF THE PREPARATION, REVIEW OR APPROVAL OF ANY TRENCH EXCAVATION PLAN UNDER THIS CONTRACT; OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE ADEQUACY OR CORRECTNESS OF ANY EXCAVATION PLAN.**

Development Services

320 E Jefferson Blvd, Room 200 – Dallas, Texas 75203 – 214-948-4607

A City Utility Providing Regional Water and Wastewater Services Vital to Public Health and Safety

THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THE CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTURAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY OF THE OWNER. THIS PARAGRAPH CONTROLS IN THE EVENT OF A CONFLICT WITH ANY OTHER INDEMNITY OR OWNER-WARRANTY PROVISION IN THE SPECIFICATIONS.

Signed: _____

Print name and title

SUBSCRIBED and SWORN TO before me this _____ day of _____, 20____

[Seal]

Notary Public, State of Texas

My commission expires: _____

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IRREVOCABLE LETTER OF CREDIT

David Lam, PE, Interim Assistant Director
City of Dallas Development Services
320 E Jefferson Blvd, Room 200
Dallas, Texas 75203

Date: _____

Re: _____

Customer: _____

Approval Date: _____

Expiration Date: _____

Amount: \$ _____

Dear Mr. Lam,

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 of 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.

Issuing Bank's Letterhead
Street Address, City, State, Zip, Phone Number

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 the Issue 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.

Sincerely,

Attested:

Issuing Bank's Letterhead
Street Address, City, State, Zip, Phone Number