



**Public Infrastructure Permit
(Right-of-way And/or Easements)
(Drainage, Pavement, Sanitary Sewer And/or Water Facilities)**

CHECKLIST of items required for release of plans and beginning construction. (See Item 7.)

<u>Submitted</u>	<u>N/A</u>	
_____	_____	Four (4) originals of the Permit, Bonds, Insurance Certificates and Acknowledgement Form (See instructions below.) (Originals required)
_____	_____	Send PDF of approved stamped plans including plat, sealed by a Professional Engineer. (PDF 300DPI required)
_____	_____	Submit recorded plat (PDF 300DPI required)
_____	_____	Execute easement dedication with exhibits sealed by a PLS (For vaults, on-site & off-site) (Originals required)
_____	_____	Copy of SWPPP (PDF booklet) and NOI as sent to TCEQ (or Site Notice) as applicable. (5 acres or more engineer seal required) (PDF 300DPI required)
_____	_____	Inspector Overtime Form (PDF)
_____	_____	Private Fire Line Service Agreement (P.F.L.S.A) signed by owner (For fire line connection) (Original required)
_____	_____	Send PDF of Fire line plan approved by Fire Marshal (For fire line connection) (PDF 300DPI required)
_____	_____	Large meter application request form (For 4-inch meters or larger)
_____	_____	Submit CAD file
_____	_____	Vault and Meter specifications (From Park) (PDF 300DPI required)

INSTRUCTIONS:

1. Please submit Public Infrastructure Permit packet by PDF to CIP/Development Services for pre-review.
2. CIP/Development Services **WILL NOT** process permit until all applicable items in the checklist are submitted and completed in full.
3. For private streets, please include the cost in your Schedule of Values but not in the Bonds. CIP Engineering Inspectors will be inspecting private streets construction.
4. CIP/Development Services reserves the right to have changes to the plans per City of Irving Ordinances, City of Irving Standard Details, and City of Irving Specifications.

INSTRUCTIONS FOR EXECUTION AND SUBMITTAL OF PERMITS AND BONDS

1. Owner and Contractor must sign “**Public Infrastructure Permit**” in four (4) originals of documents.
2. Attach **Schedule of Values** (bid item costs) as **Exhibit “A”**. Do not use “lump sum” prices unless approved in advance.
3. Bonds:
 - Execute **Performance Bond** and **Payment Bond** in the amount of One Hundred Percent (100%) of the value of the work (public infrastructure) to be performed.
 - Execute the **Maintenance Bond** in the amount of Fifty Percent (50%) of the value of the work (public infrastructure) to be performed for a term of two (2) years from the date of acceptance of the work. (Note that the date of the Maintenance Bond must not be earlier than the date of the Permit.)
4. Provide a **Certificate of Insurance**, in accordance with the attached form and sample, showing coverage with liability limits. The minimum limits are as specified below:
 - a. Workers’ Compensation: Providing for payment of benefits as specified by the Workers’ Compensation Law of the State of Texas.
 - b. Contractor’s Public Liability

(1) Bodily Injury:	\$ 500,000	each	person
	\$1,000,000	each	accident
(2) Property Damage:	\$ 500,000 each accident		
 - c. Certificate Holder & Additional Insured: Certificate Holder is City of Irving; Additional insured language is on the Certificate of Liability Insurance (ACORD) in the packet. Use this language in the description/additional remarks of your Certificate of Liability Insurance. (ACORD)
5. Sign **Acknowledgement** related to the payment of inspection fees and testing costs prior to acceptance of public improvements by the city.
6. Submit four (4) sets of documents as above, each with original signatures. The **order of each set** should be:
 - Public Infrastructure Permit
 - Exhibit “A” - Schedule of Values
 - Performance Bond, Payment Bond, Maintenance Bond
 - Certificate of Insurance and Contractor’s Certification of Workers’ Compensation
 - Acknowledgement Form
7. Beginning Construction: The release of approved construction plans to the field via the Engineering Inspector constitutes **Notice to Proceed (NTP)**.
8. If you have any questions, please call 972-721-2611.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

THIS AGREEMENT this day made and entered into by and between
_____ hereinafter called "OWNER" and
_____ hereinafter called "CONTRACTOR."

WITNESSETH the following:

1. CONTRACTOR hereby agrees to furnish all labor, materials, tools, and the necessary equipment for the construction and installation of the following:

See Exhibit "A" – Schedule of Values for scope of work.

2. The construction and installation above set forth shall be performed according to the plans prepared by _____ (engineering firm), titled _____ (name of project), dated _____, and specifications as promulgated by the City Engineer, City of Irving, in accordance with Sec. 35-5 of the Development Code, and such construction, installation and the locations thereof shall be inspected and accepted by the City Engineer or his representative.

3. Inasmuch as the improvements described herein are proposed for dedication to the City of Irving ("CITY"), it is agreed by and between the parties that the CITY has an interest in the proper performance of this contract, and that the CITY may bring suit for failure to comply with the specifications furnished by the CITY, as a third-party beneficiary. Although the improvements described herein may be accepted by the City Engineer, the CITY may recover damages against the parties and/or upon the bonds if it is discovered that the project was not built-in accordance with City of Irving specifications or fails before the expiration of the Maintenance Bond.

4. It is agreed by and between the parties that a Performance Bond, a Payment Bond, and a Maintenance Bond, which shall be in the amount of fifty percent (50%) of the contract for a period of two (2) years following acceptance of the work, shall be furnished by the CONTRACTOR in favor of the OWNER and the City of Irving and shall be executed by a surety company authorized to do business in the State of Texas. Forms and provisions for execution of bonds shall be in compliance with the "Development Handbook" as promulgated in accordance with Sec. 35-5 of the Development Code.

5. OWNER hereby agrees to pay CONTRACTOR for the work performed hereunder on the following basis:

See Exhibit "A" – Schedule of Values for unit prices and total value of work.

6. Each of the parties hereto has been furnished a copy of the plans referenced above. City of Irving specifications and standard details governing the construction are available upon request. The project plans have been reviewed and accepted by the city Engineer of the City of Irving or his representative.

7. This contract shall bind the parties, their heirs, successors, assigns and representatives for the full and faithful performance of the terms hereof, jointly, and severally.

8. It is understood and agreed that all installations of whatever kind made under the terms of this contract shall immediately become the property of the City of Irving, subject only to such reimbursement to the OWNER as provided by the ordinances of the City of Irving and as authorized by the City Council by resolution.

EXECUTED this the _____ day of _____, A.D. 20_____.

Signature of Contractor's Representative

Signature of Owner's Representative

Print Name/Title of Contractor's Representative

Print Name/Title of Owner's Representative

Name of Contractor (company)

Name of Owner (company)

Address

Address

City, State, Zip

City, State, Zip

Area Code - Telephone Number

Area Code - Telephone Number

Email

Email

WITNESS:

WITNESS:

Print Name

Print Name

RECEIVED AND APPROVED AS TO FORM:

Engineer, City of Irving

Attachments: Exhibit "A"- Schedule of Values, Performance, Payment, and Maintenance Bonds, Certificate of Insurance, Contractor's Certification of Workers' Compensation, Acknowledgement Form

PERFORMANCE BOND

BOND NO. _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Irving (OWNER), in the penal sum of _____ and _____/100 Dollars (\$) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

“PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.”

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, 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.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____ 20_____.

PRINCIPAL:

SURETY:

Name of Contractor

Name of Surety

Signature

Signature

Printed Name and Title

Printed Name and Title

Address

Address

City, State, Zip

City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

PAYMENT BOND

BOND NO. _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____ (Name of Contractor) of _____ (City), _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Irving (OWNER), in the penal sum of _____ and _____/100 Dollars (\$_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise, to remain in full force and effect:

“PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.”

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, 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 the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____ 20_____.

PRINCIPAL:

SURETY:

Name of Contractor

Name of Surety

Signature

Signature

Printed Name and Title

Printed Name and Title

Address

Address

City, State, Zip

City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

MAINTENANCE BOND

BOND NO. _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, a corporation organized under the laws of the State of _____ as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Irving, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at Irving, Dallas County, Texas, the sum of _____ and _____/100 DOLLARS (\$ _____), for the payment of which sum will truly be made unto said City of Irving, and its successors, and said principal and sureties do hereby bind themselves, their assigns and successors jointly and severally.

This obligation is conditioned, however, that whereas the said contractor has this day entered into a written contract with the said City of Irving to build and construct _____ (Name of Project) which contract, plans and specifications therein mentioned are hereby expressly made a part hereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Irving shall have and recover from the said contractor and its principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS THEREOF, said contractor has caused these presents to be executed by contractor's representative and the said Surety has caused these presents to be executed by its Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his/her hand, this _____ * day of _____, 20 _____.

PRINCIPAL:

Name of Contractor

Signature

Printed Name & Title

SURETY:

Name of Surety

Signature

Printed Name & Title

WITNESS:

Signature

ATTEST:

Signature

*NOTE: Date of Maintenance Bond must not be prior to date of permit.

EXAMPLE FORM

City of Irving CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
03/10/99

PRODUCER

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

INSURED
ACME EXCAVATION AND UTILITY CO., INC.
100 MAIN ST.
IRVING, TX 75060

COMPANIES AFFORDING COVERAGE
COMPANY
A TEXAS INSURANCE CO.
COMPANY
B ABC INSURANCE CO.
COMPANY
C
COMPANY
D

COVERAGES
THIS IS TO CERTIFY TO THE CITY ENGINEER THAT THE FOLLOWING POLICIES OF INSURANCE, SUBJECT TO THEIR TERMS, CONDITIONS AND EXCLUSIONS, HAVE BEEN ISSUED BY THE COMPANIES COVERING THE INSURED NAMED BELOW FOR THE TYPES OF OPERATIONS AND AT THE LOCATIONS DESCRIBED HEREIN. IT IS UNDERSTOOD AND AGREED THAT NONE OF THE POLICIES REFERENCED HEREIN WILL BE CANCELED, CHANGED, REDUCED IN COVERAGE, OR ALLOWED TO EXPIRE WITHOUT AT LEAST THIRTY (30) DAYS ADVANCE WRITTEN NOTICE BY CERTIFIED MAIL TO THE CITY ENGINEER AT THE ADDRESS LISTED UNDER CERTIFICATE HOLDER BELOW.

Co	TYPE OF LIABILITY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS	
A	GENERAL LIABILITY	AK221963	02/15/99	02/14/00	GENERAL AGGREGATE	
	<input checked="" type="checkbox"/> COMM GEN LIABILITY				PRODUCTS-COMP/OP AGG	
	<input type="checkbox"/> CLAIMS MADE				PERSONAL & ADV INJURY	\$
	<input checked="" type="checkbox"/>				EACH OCCURRENCE	\$500
	<input type="checkbox"/>				FIRE DAMAGE(any one fire)	\$
	CITY ADDITIONAL INSURED				MED EXP (any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> CITY ADDITIONAL INSURED					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	\$
	<input type="checkbox"/> CITY ADDITIONAL INSURED				EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBR					
	<input type="checkbox"/> CITY ADDITIONAL INSURED					
B	WORKERS' COMPENSATION EMPLOYER LIABILITY	88277261	03/01/99	02/29/00	STATUTORY LIMITS	
	PROPRIETOR/PARTNERS/ INCLUDED				EACH ACCIDENT	
	EXECUTIVE OFFICER ARE: INCL EXCL				DISEASE - POLICY LIMIT	\$
					DISEASE -EACH EMPLOYEE	\$
	All Risk Builder's Risk					
	CITY NAMED INSURED					
	OTHER					

ENDORSEMENTS: (PLEASE CHECK MARK WHICH ENDORSEMENTS HAVE BEEN ATTACHED TO THESE POLICIES)

Premises/Operations	<input checked="" type="checkbox"/>	Products/Compl. Operations	<input checked="" type="checkbox"/>	CG 2503 "Amended Aggregate Limit of Insurance per Project"	<input checked="" type="checkbox"/>	Independent Contractor	
Blank Cont/Hold Harmless	<input type="checkbox"/>	Owner/Contractor/ Protective	<input type="checkbox"/>	Explosion, Collapse & Underground Damage (XCU)	<input type="checkbox"/>	OCCURRENCE POLICY	
Extended Bodily Injury	<input type="checkbox"/>	Broad Form PD	<input type="checkbox"/>	Personal Injury, with employment exclusion deleted	<input type="checkbox"/>	ADDITIONAL INSURED	<input checked="" type="checkbox"/>

CERTIFICATE HOLDER: CITY OF IRVING CANCELLATION

DESCRIPTION: The City of Irving has been named an additional insured by an endorsement to the coverages, other than Workers' Compensation and Employers' Liability, listed herein with regard to the Insured's activities under this project and all premiums arising from the coverages herein shall be the responsibility of the Insured.

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days advance written notice to the certificate holder by certified mail.

CONTRACTUAL LIABILITY
Subject to policy terms, conditions and exclusions, specific Contractual Liability coverage is provided as follows:
 Only for liability assumed by the Insured under its Contract with the City of Irving for the operations described herein.
 All Contracts between the Insured and the City of Irving

SIGNATURE
Authorized Representative
Jill Weston

ACKNOWLEDGEMENT

On this 10 day of MARCH, 200 6 personally appeared JILL WESTON, an authorized representative of SMITH, JONES & WHITE, INC. (name of producer) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose of proving that the Insured is covered by the policies of insurance indicated above.

John Irving 10/01/06

Notary Public in and for the State of TEXAS My Commission Expires

CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION

I, _____, an authorized representative of _____, (Name of Insurance Company) do certify that the workers' compensation policy, of the insured _____, (Name of Contractor) on the "City of Irving Certificate of Insurance" meets all current Texas state laws and requirements.

Signature

Name of Insurance Company

Printed Name / Title

Address

Phone Number

City/State/Zip

ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me personally appeared _____, an authorized representative of _____, (Name of Insurance Company) known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he/she executed the same for the purpose of certifying that the Insured is covered by workers' compensation in accordance with current Texas state laws.

Notary Public In and For the State of Texas

My commission expires:

Date

Capital Improvement Program Department
Attn: City of Irving Admin Office
825 West Irving Boulevard
Irving, Texas 75060

FAX: 972-721-2592

Re: Authorization for Overtime Expenses

Attn: City of Irving Admin Office

Please allow this letter to serve as our request for the City of Irving to provide services on an overtime basis for the following project, _____
_____.

We agree to reimburse the City for all costs to provide this service including a flat overtime rate of \$55.00 per hour. We further agree that payment will be made within one (1) week of receipt of the invoice from the City.

We understand that if payment is not made, the City will not release the final payment or letter of acceptance. All invoices for this work should be directed to the attention of _____ at the following address:

Company

Address

City/State/Zip

Phone/Fax Numbers

Authorized Signature

Printed Name and Title

Company Name

City Of Irving

Large Water Meter Application Request Form

New meter request information:

Date: _____

Physical Street Address: _____

Zip Code: _____

Type of meter(s) (Check all that apply)

Is this:

Is this:

Meter Number:

Meter size(s):

Requestor contact information:

Name: _____

Company: _____

Physical Address: _____

Email Address: _____

Phone: _____

Comments:

ACKNOWLEDGEMENT

As the person or entity constructing public improvements in public rights-of-way or easements in the City of Irving (“City”), as set forth in the attached Public Infrastructure Permit, _____(Name of Contractor) and _____(Name of Owner) acknowledge and agree to the following prior to the construction of said improvements:

1. Give at least five (5) work days’ notice to the City Engineer/Designee of the construction start date.
2. Confirm that the plans to be followed are those which have been approved by the City Engineer/Designee, or that any changes thereto are approved in writing by the City Engineer/Designee.
3. Provide to the City Engineer Performance, Maintenance, and Payment Bonds for the improvements in the same amounts as if the City were engaging a contractor to do the work. The City shall be a named beneficiary on these bonds.
4. Provide to the City Engineer/Designee any soil tests deemed appropriate by the City Engineer/Designee.
5. Reimburse the City for all costs to provide this service including a flat overtime rate of \$55.00 per hour. Further agree that payment will be made within one (1) week of receipt of the invoice from the City.
6. Prior to acceptance of the improvements by the City, pay any fees for reasonable tests deemed appropriate by the City Engineer/Designee;
7. Provide timely notice to the City Engineer for the purposes of inspecting the work on the improvements, and make the work site available for CIP Engineering Inspectors as needed.
8. Pay inspection fees in the amount of five in a half percent (5.5%) of the value of the improvements inspected.
9. Acknowledge that the City shall not pay a one percent (1%) “as-built” refund.

AGREED AND ACKNOWLEDGED this the ____ day of _____, 20_____.

Name of Contractor (company)

Name of Owner (company)

Signature of Contractor’s Representative

Signature of Owner’s Representative

Print Name/Title of Contractor’s Representative

Print Name/Title of Owner’s Representative