Construction Of Public Infrastructure In Public Rights-Of-Way Or Easements
(Drainage, Pavement, Sanitary Sewer And/Or Water Facilities)

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

<table>
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<tr>
<th>Submitted</th>
<th>N/A</th>
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<tr>
<td>Four (4) originals of the Contract, Bonds, Insurance Certificates and Acknowledgement Form (See instructions below.)</td>
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<tr>
<td>Five (5) copies of approved construction plans, sealed by a Professional Engineer.</td>
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<tr>
<td>Plat is recorded (or submitted to City with all associated documents, ready for filing).</td>
<td></td>
</tr>
<tr>
<td>Any necessary off-site easements executed and submitted per instructions.</td>
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<tr>
<td>Copy of SWPPP (booklet) and NOI as sent to TCEQ (or Site Notice) as applicable.</td>
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<tr>
<td>Disc with construction plans in AutoCAD format (by Engineer).</td>
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</table>

INSTRUCTIONS FOR EXECUTION AND SUBMITTAL OF CONTRACTS AND BONDS

1. Owner and Contractor must sign “Three-Party Contract” 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 Contract.)

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:
   b. Contractor’s Public Liability
      (1) Bodily Injury: $ 500,000 each person
                     $1,000,000 each accident
      (2) Property Damage: $ 500,000 each accident

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:
   • Contract
   • 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.

Effective September 1, 2009
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

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 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:

Name of Contractor

Signature

Printed Name and Title

Address

City, State, Zip

SURETY:

Name of Surety

Signature

Printed Name and Title

Address

City, State, Zip

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

__________________________________________

Effective September 1, 2009
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:

Name of Contractor ______________________________

Signature ______________________________________

Printed Name and Title __________________________

Address ______________________________________

City, State, Zip ________________________________

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

______________________________________________________________________________________________

Effective September 1, 2009
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  

WITNESS:  

Signature  

SURETY:  

Name of Surety  

Signature  

Printed Name &Title  

ATTEST:  

Signature  

*NOTE: Date of Maintenance Bond must not be prior to date of contract.
City of Irving  CERTIFICATE OF INSURANCE

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

COMPANIES AFFORDING COVERAGE

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<th>COMPANY</th>
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COVERAGE

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.

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<th>EFFECTIVE DATE</th>
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<th>LIMITS OF LIABILITY IN THOUSANDS</th>
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<td>PROPRIETOR/PARTNERS/ INCLUDED</td>
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ENDORSEMENTS: (PLEASE CHECK MARK WHICH ENDORSEMENTS HAVE BEEN ATTACHED TO THESE POLICIES)

- Premises/Operations
- Products/Compl. Operations
- CG 283 “Amended Aggregate Limit of Insurance per Project”
- Independent Contractor
- Occurrence/Policy
- Explosion, Collapse & Underground Damage (XCU)
- Additional Insured

CANCELLATION

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.

CERTIFICATE HOLDER

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.

AUTHORIZED REPRESENTATIVE

Name of person

ACKNOWLEDGMENT

On this ______ day of _____________, 200__ personally appeared ____________________________, an authorized representative of ____________________________, (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. ____________________________

NOTARY PUBLIC IN AND FOR THE STATE OF ________________  My Commission Expires ____________________________ [SEAL]

Effective September 1, 2009
**EXAMPLE FORM**

**City of Irving**  
**CERTIFICATE OF INSURANCE**

**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**

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<tr>
<td>COMPANY</td>
<td>TEXAS INSURANCE CO.</td>
<td>ABC INSURANCE CO.</td>
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</table>

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

**PRODUCER**

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**INSCOURED**

ACME EXCAVATION AND UTILITY CO., INC.

100 MAIN ST.

IRVING, TX 75060

**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.

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<td>PROPRIETORS/PARTNERS/INCLUDED</td>
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<td>DISEASE - POLICY LIMIT: $5</td>
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<td>EXECUTIVE OFFICER ARE:</td>
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<td>DISEASE - EACH EMPLOYEE: $5</td>
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<td>CITY ADDITIONAL INSURED</td>
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<td>All Risk Builder’s Risk</td>
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<td>CITY NAMED INSURED</td>
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**ENDORSEMENTS:** (PLEASE CHECK MARK WHICH ENDORSEMENTS HAVE BEEN ATTACHED TO THESE POLICIES):

- Premises/Operations  
- Product/Compl. Operations  
- CG 283 “Amended Aggregate Limit of Insurance per Project”  
- Independent Contractor  
- Blank Cont/Hold Harmless  
- Owner/Contractor/Protective  
- Explosion, Collapse & Underground Damage (XCU)  
- OCCURRENCE POLICY  
- Extended Bodily Injury  
- Broad Form PD  
- Personal injury, with employment exclusion deleted  
- ADDITIONAL INSURED

**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.

**CERTIFICATE HOLDER**

**CANCELLATION**

**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.

**AUTHORIZED REPRESENTATIVE**

**JILL WESTON**

**ACKNOWLEDGMENT**

On this 10 day of MARCH 2006 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.

**SIGNATURE**

**JILL WESTON**

**My Commission Expires**

**Effective September 1, 2009**

**DATE (MM/DD/YY)**

03/10/99
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:
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 City of Irving Private Contract, __________________ (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 of the construction start date.

2. Confirm that the plans to be followed are those which have been approved by the City Engineer, or that any changes thereto are approved in writing by the City Engineer.

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 any soil tests deemed appropriate by the City Engineer.

5. Prior to acceptance of the improvements by the City, pay any fees for reasonable tests deemed appropriate by the City Engineer;

6. Provide timely notice to the City Engineer for the purposes of inspecting the work on the improvements, and make the work site available for City inspectors as needed.

7. Pay inspection fees in the amount of four percent (4%) of the value of the improvements inspected.

8. 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