

**PART "T"**

**TECHNICAL SPECIFICATIONS**

# CONSTRUCTION STAKING CUT SHEET

**PROJECT:** 12" Water in Highland Rd., from  
 Dorrington Dr. W to Jim  
 Miller Rd.

**PARTY:** Sanders & Party  
**DATE:** June 18, 2006  
**FILE NO.:** 411Q 1245, Sheet 126  
**CONTRACT NO.:** 86-211  
**CONTRACTOR:** Lightning Const. Co.

STATION	CUT	OFFSET	LEFT	RIGHT	REMARKS
9+50	6.43	Hub		10'	1-12"x8" Tee, 1-12" Valve & 1-8" Valve
10+00	8.12	"		"	
10+50	8.22	"		"	
11+00	8.82	"		"	
11+50	9.38	"		"	
12+00	9.45	"		"	
12+50	9.29	"		"	
13+00	9.47	"		"	
13+50	9.76	"		"	
13+57.30	9.69	"		"	P.T.
14+00	9.60	"		"	
14+50	9.33	"		"	
15+00	9.16	"		"	1-12"x8" F.H. Tee, 1-6" Valve & 1-F.H.
15+50	8.95	"		"	
16+00	8.65	"		"	
16+30	7.52	"x" Conc.		"	1-12"x8" Reducer
16+33.83	7.37	"		"	1-8"x8" Tapping Sleeve/Conn. To ex. W

Typed and Delivered To: \_\_\_\_\_  
 Date: June 19, 1999

# CONSTRUCTION STAKING CUT SHEET

PROJECT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PARTY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
FILE NO.: \_\_\_\_\_  
CONTRACT NO.: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_

STATION	CUT	OFFSET	LEFT	RIGHT	REMARKS
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Typed and Delivered To: \_\_\_\_\_  
Date: \_\_\_\_\_

ITEM NO.	QUANTITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
3550	2	EA	Removal of Internal Obstruction in Existing 6" Wastewater main, complete in place, the sum of  <u>One Thousand</u> DOLLARS and <u>No</u> CENTS per each	<b>1,000.00</b>	<b>2,000.00</b>
3551	2	EA	Removal of Internal Obstruction in Existing 8" Wastewater main, complete in place, the sum of  <u>Fifteen Hundred</u> DOLLARS and <u>No</u> CENTS per each	<b>1,500.00</b>	<b>3,000.00</b>
3560	4	EA	Furnish and place Connection to Existing Manhole, complete in place, the sum of  <u>One Thousand Five Hundred</u> DOLLARS and <u>Ten</u> CENTS per each	<b>1,500.10</b>	<b>6,000.40</b>

SAMPLE

THIS PAGE TO BE USED AS AN EXAMPLE FOR COMPLETING  
PROPOSAL PAGES

NOTE: The Contractor's Unit Price In Words, Unit Price In Numbers  
And Total Amount Must Be Shown For Each Bid Item.

**ANY OTHER TECHNICAL SPECS PROVIDED  
BY PROJECT ENGINEER**

# **CONTRACTOR ENVIRONMENTAL PACKET**

(See 107.27 of City of Dallas NCTCOG Addendum)

**ENVIRONMENTAL RECORD AFFIDAVIT**

For purposes of this Affidavit:

- (A) the term "Bidder/Proposer" includes any and all authorized officers, employees, agents, or other representatives of Bidder/Proposer working in that capacity on behalf of Bidder/Proposer within the past three (3) years prior to the date of this Affidavit;
- (B) the term "Environmental Laws" includes the (i) Clean Air Act, (ii) Clean Water Act, (iii) any rules, regulations, or ordinances promulgated pursuant to either of the above mentioned acts by State, Federal, or local regulatory authorities, or (iv) any other State, Federal, or local environmental law, rule, regulation, or ordinance related to the protection of the environment, including but not limited to solid waste disposal, hazardous waste disposal, illegal discharges of pollutants, and other similar environmental laws, rules, regulations, and ordinances.

I, \_\_\_\_\_, the duly authorized representative of \_\_\_\_\_ (Hereinafter called the "Bidder/Proposer"), hereby swears (or affirms) on behalf of Bidder/Proposer the following:

- (1) That Bidder/Proposer has received and read the Contractor Environmental Packet. Bidder/Proposer also understands that the Contractor Environmental Packet is not intended to be all-inclusive, but rather a guideline for environmental responsibility.

**[Strike the item indicated below that does NOT apply in this Affidavit.]**

- (2) That Bidder/Proposer *has not* been served with any notices of violation, or notices of enforcement, nor had any civil or criminal fines or penalties imposed by any regulatory authority for a violation of any Environmental Laws within the past three (3) years prior to the date of this Affidavit.
- (3) That Bidder/Proposer *has* been served with any notices of violation or notices of enforcement or had any civil or criminal fines or penalties imposed by any regulatory authority for a violation of any Environmental within the past three (3) years prior to the date of this Affidavit as follows:

**[If item (3) applies, use a separate sheet to list the notices of violation or enforcement, and any adjudication of actual violations, along with copies of any compliance documents issued by the regulatory authority in connection with the notices or actual violation, and attach the separate sheet to this affidavit.]**

Subscribed to and sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[Seal]

\_\_\_\_\_  
Notary Public  
State of Texas

My Commission expires \_\_\_\_\_

**NOTICE**

**THE FOLLOWING BLANK SPACES IN THE CONTRACT  
AND BONDS ARE NOT TO BE FILLED IN BY THE  
BIDDER AT TIME OF SUBMITTING HIS PROPOSAL  
THE CONTRACT AND BONDS FORMS ARE SUBMITTED AT THIS  
TIME TO FAMILIARIZE THE BIDDER WITH THE FORM  
OF CONTRACT AND BONDS WHICH THE SUCCESSFUL BIDDER  
WILL BE REQUIRED TO EXECUTE.**



Resolution No. \_\_\_\_ - \_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_, 20\_\_

STATE OF TEXAS           §  
                                      §           CIVIL CONSTRUCTION SERVICES CONTRACT  
COUNTY OF DALLAS     §

THIS CONTRACT is made and entered into by and between the CITY OF DALLAS, a Texas municipal corporation (hereinafter called "Owner"), and \_\_\_\_\_, a \_\_\_\_\_, with offices at \_\_\_\_\_ (hereinafter called "Contractor").

1. CONTRACT DOCUMENTS

That for the consideration stated in this Section, Contractor undertakes, covenants and agrees to perform the work described below, in every detail conforming to the advertisement, bid proposal, Owner's Standard Specifications for Public Works Construction (Fourth Edition, 2004), as amended, and all other specifications, including special provisions, addendums, plans, working drawings, and performance and payment bonds, all of which instruments are wholly incorporated by reference into this Contract as though written word for word, on a certain public work described as \_\_\_\_\_ for a sum not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

2. TERMS

Defined Terms used in this Contract that are defined in the City's Standard Specifications for Public Works Construction and City's Addendum to the Standard Specifications, October 2011 Edition shall have the meanings designated in these publications.

3. CONTRACT TIME; LIQUIDATED DAMAGES

A. Contractor hereby agrees to commence the work under this Contract on a date to be specified in a work order of City's Project Engineer, and to complete fully all work hereunder as specified in Special Provision \_\_\_\_\_ of the Specifications.

B. Contractor further agrees to pay liquidated damages as specified in Special Provision \_\_\_\_\_ of the Specifications in the event the work is not substantially completed within the time or times provided in that Special Provision.

4. PAYMENTS

A. Owner agrees that between the 25th day and last day of each month for odd-numbered contracts, and between the 10th day and the 15th day of the month for even-numbered contracts, the Project Engineer will make an estimate of the value of the work done during the previous month under the Contract, based upon the prices furnished in Contractor's bid proposal, and the actual quantities of work performed as measured by the Project Engineer in accordance with the Contract. Lump sum units shall be estimated and paid on a percentage-of-completion basis. Contractor shall furnish the Project Engineer information as may be requested to aid the Project Engineer as a guide in the preparation of estimates. Contractor shall also comply, where applicable, with Item 109.5.1 of the Standard Specifications for Public Works Construction, as may be modified by the City's Addendum to the Standard Specifications. If the confirmed value of the work done since the last previous estimate exceeds \$100.00 in amount, a percentage of such confirmed sum will be paid to the Contractor about thirty (30) days after completion of the estimate. Owner shall not be liable for interest on any late or delayed payment caused by any claim or dispute, any discrepancy in quantities, any failure to provide supporting documentation or other information required with the estimate or as a precondition to payment, or due to any payment Owner has a right to withhold under the Contract. Payment may include amounts for acceptable, non-perishable materials delivered to the work site, based on the net invoice value as presented in the Contractor's supporting information and confirmed by the Project Engineer's estimate. The percentage retained by Owner shall be as provided below. In no event shall payment for any bid item of work exceed the unit price for the item stated in Contractor's bid proposal, nor shall payment be made in excess of actual quantities of work constructed or supplied.

B. For purposes of subparagraph (a), "odd-numbered contracts" are those contracts numbered under the Dallas Water Utilities Enumeration System such that the second last digit is an odd-number (one, three, five, seven or nine); "even-numbered contracts" are those contracts numbered under the Dallas Water Utilities Enumeration System such that the second last digit is an even-number (two, four, six, eight or zero).

C. If the due date for a progress payment described above falls on a Saturday, Sunday or official City of Dallas holiday, payment will be made to Contractor on or about the first business day following the Saturday, Sunday or official City of Dallas holiday.

D. Progress payments may include payment for acceptable, non-perishable materials delivered to the worksite; payment for materials will be allowed on the same percentage basis of net invoice value as provided hereinafter. The percentage retained by Owner will be fifteen percent (15%) of the total dollar amount of work done on all contracts \$50,000 and less for which performance and payment bonds have been furnished; and ten percent (10%) of the total dollar amount of work done on all contracts in excess of \$50,000.00 and less than \$400,000.00; and five percent (5%) of the total dollar amount of work done on all contracts of \$400,000.00 or more. On all contracts described in this paragraph, the following retainage rules shall also apply:

(1) When work progress is eighty percent complete, retainage may be reduced to two percent (2%) of the dollar value of all work satisfactorily completed to date (not to include material on hand), provided that Contractor is making satisfactory progress and there is no cause for greater retainage as determined by the Project Engineer.

(2) When work progress is substantially complete (operational or beneficial occupancy) the retainage may be further reduced to only that amount necessary to assure completion as determined by the Project Engineer.

(3) If Owner determines that Contractor is not making satisfactory progress or if there is other specific cause, Owner may, at its discretion, reinstate in full the applicable retainage.

5. SURETY

A. It is further mutually agreed that should it appear to Owner or to the Project Engineer that, at any time during the existence of this Contract, the surety on the said Contractor's bond has become insolvent, bankrupt or otherwise financially unable to protect Owner under the terms of the Contract, Owner may demand that the Contractor furnish additional or substitute surety through some approved surety company satisfactory to Owner; the act of Owner or the Project Engineer with reference to demanding additional or substitute surety shall never be construed to relieve the original surety of its obligation under the Contract.

B. Owner may stop the work under the Contract until the additional or substitute surety has been furnished by the Contractor, and Owner shall in no case be liable to the Contractor on account thereof. Further, substitution of the surety or stoppage of work under the circumstances of this Section shall not serve as an extension of the performance time requirements set forth in Section 2, nor as a waiver of the liquidated damages due thereunder. Owner may exercise its right, as provided under this Contract, to take charge of the work in the event of the refusal or failure of the Contractor to comply with the demands of Owner with reference to furnishing additional or substitute surety.

6. OFFSET

Owner may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to Owner from Contractor, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to Owner has been reduced to judgment by a court.

7. PRICES

In consideration of Contractor fully and faithfully complying with all terms, provisions and stipulations of this Contract, Owner undertakes, covenants and agrees to pay to Contractor for the furnishing of all material and labor, and the performance of the work herein contracted

for, the following prices as shown on the bid proposal of Contractor, which prices represent the total compensation to be received by Contractor under this Contract, consistent with the not-to-exceed sum stated in Section 1, which prices are as stated in **Exhibit A**.

8. CONFLICT OF INTEREST

A. Contractor and its employees, agents or associates are required to make regular, timely, continual and full disclosures to the Director of all significant outside interests and responsibilities that may give rise to a direct or indirect conflict of interest, including, but not limited to, any and all significant outside interests and responsibilities that could reasonably be expected to impair independence of judgment in Contractor's performance of all of the services under this Contract. Such disclosures must be made no later than ten (10) days following the event giving rise to the potential or actual conflict of interest for the duration of the Contract term. A potential or actual conflict of interest exists when commitments and obligations to the City or widely recognized professional norms are likely to be compromised in Contractor's performance of its duties under this Contract by the existence of Contractor's other professional relationships, contracts, obligations, or commitments. Failure to disclose such a conflict of interest may result in the City's immediate termination of this Contract by the City Manager.

B. The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

"CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED.

(a) No city official or employee shall have any financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the city shall render the contract involved voidable by the city manager or the city council.

(b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by city employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.

**THIS IS A SAMPLE CONTRACT FORM ONLY. THE ACTUAL CONTRACT MAY OR MAY NOT CONTAIN THE PROVISIONS HEREIN, DEPENDING ON THE SCOPE OF SERVICES.**

(d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.

(f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9)”

9. GIFT TO PUBLIC SERVANT

City may terminate this Contract immediately if Contractor has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Contractor to remove any employee of Contractor from the Services who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, Contract to confer, or conferring of a benefit to a City employee or official.

10. NOTICE OF CONTRACT CLAIM

This Contract is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Contract as if written word for word in this Contract. Contractor shall comply with the requirements of this ordinance as a precondition of any claim relating to this Contract, in addition to all other requirements in this Contract related to claims and notice of claims.

11. NOTICES

Except as otherwise provided in Section 10, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by

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personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

\_\_\_\_\_, Director  
City of Dallas  
Water Utilities Department  
1500 Marilla Street, Room 4AN  
Dallas, Texas 75201

If intended for Contractor, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Contractor agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance.

C. Contractor shall furnish all information and reports required by the City Manager or his designee and shall permit the City Manager or his designee to investigate its payrolls and personnel records which pertain to current professional services contracts with City for purposes of ascertaining compliance with this equal employment opportunity clause.

D. Contractor shall file compliance reports with City as may be required by the City Manager or his designee. Compliance reports must be filed within the time, must contain information as to the employment practices, policies, programs, and statistics of Contractor, and must be in the form that the City Manager or his designee prescribes.

E. If Contractor fails to comply with the equal employment opportunity provisions of this Contract, it is agreed that City at its option may do either or both of the following:

(1) Cancel, terminate or suspend this Contract in whole or in part;

(2) Declare Contractor ineligible for further City contracts until it is determined to be in compliance.

13. TITLE VI CONTRACT COMPLIANCE (REQUIRED BY THE TEXAS DEPARTMENT OF TRANSPORTATION)

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows (where applicable):

(1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted programs of the United States Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient (as defined in the Regulations) shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 14. TERMINATION

Contractor and City acknowledge and agree that the termination provisions set forth in this Contract and the General Conditions shall survive the termination or expiration of the term of this Contract.

#### 15. CERTIFICATION OF EXECUTION

The person or persons signing and executing this Contract on behalf of Contractor, or representing themselves as signing and executing this Contract on behalf of Contractor, do hereby warrant and certify that he, she or they have been duly authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

#### 16. COUNTERPARTS



**THIS IS A SAMPLE CONTRACT FORM ONLY. THE ACTUAL CONTRACT MAY OR MAY NOT CONTAIN THE PROVISIONS HEREIN, DEPENDING ON THE SCOPE OF SERVICES.**

This Contract may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

17. ENTIRE AGREEMENT

This Contract (with all referenced Contract Documents, exhibits, attachments, and other provisions incorporated by reference) embodies the entire Contract of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. This Contract can only be amended by an Amendment as provided in the General Conditions.

EXECUTED this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Owner, signing by and through its City Manager, duly authorized to execute same by Resolution No. \_\_\_ - \_\_\_\_\_, adopted by the City Council on \_\_\_\_\_, 20\_\_\_, and by Contractor, acting through its duly authorized officials.

APPROVED AS TO FORM:  
LARRY E. CASTO  
City Attorney

CITY OF DALLAS  
T. C. BROADNAX  
City Manager

BY \_\_\_\_\_  
Assistant City Attorney

BY \_\_\_\_\_  
Assistant City Manager

CONTRACTOR:  
XXX  
a \_\_\_\_\_

BY \_\_\_\_\_

PRINTED  
NAME \_\_\_\_\_

TITLE \_\_\_\_\_

**SPECIFICATIONS  
AND  
FORMS OF CONTRACT AND BONDS  
FOR  
WATER AND WASTEWATER MAIN REPLACEMENTS  
AT  
VARIOUS LOCATIONS  
CONTRACT NO. 20-109/20-110**

ITEM NO.	QUAN- TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
1200D	70	LF	For furnishing and placing 2" Copper Water Main, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per linear foot		
1500H	20	LF	For furnishing and placing 6" Ductile Iron Water Pipe, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per linear foot		
1500J	10	LF	For furnishing and placing 8" Ductile Iron Water Pipe, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per linear foot		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
1800F	620	LF	For furnishing and placing 4" Polyvinyl Chloride Water Pipe, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per linear foot		
1800H	700	LF	For furnishing and placing 6" Polyvinyl Chloride Water Pipe, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per linear foot		
1800J	15,610	LF	For furnishing and placing 8" Polyvinyl Chloride Water Pipe, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per linear foot		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
1800L	2,640	LF	For furnishing and placing 12" Polyvinyl Chloride Water Pipe, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per linear foot		
3000H	50	LF	For furnishing and placing 6" Clay Wastewater Pipe, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per linear foot		
3000J	50	LF	For furnishing and placing 8" Clay Wastewater Pipe, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per linear foot		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
3110J	7,310	LF	For furnishing and placing 8" PVC Pressure Rated Wastewater Pipe, complete in place, the sum of  _____DOLLARS  AND _____ CENTS per linear foot		
3110K	730	LF	For furnishing and placing 10" PVC Pressure Rated Wastewater Pipe, complete in place, the sum of  _____DOLLARS  AND _____ CENTS per linear foot		
3110L	1,030	LF	For furnishing and placing 12" PVC Pressure Rated Wastewater Pipe, complete in place, the sum of  _____DOLLARS  AND _____ CENTS per linear foot		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
3560	2	EA	For furnishing and placing Connection to Existing Manhole, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per each		
3570HxJ	336	LF	For Pipe Bursting of Existing 6" to 8" wastewater main, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per linear foot		
3570KxL	170	LF	For Pipe Bursting of Existing 10" to 12" wastewater main, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per linear foot		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
5020	20	TN	For furnishing and placing Extra Iron Fittings, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per ton		
5050	295	EA	For furnishing and placing Water Service, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per each		
5091	27	EA	For furnishing and Installing Fire Hydrant, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per each		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
5092	21	EA	For Removing Existing Fire Hydrant, complete in place, the sum of  _____DOLLARS  AND _____ CENTS per each		
5093	21	EA	For Deliver Fire Hydrant, complete in place, the sum of  _____DOLLARS  AND _____ CENTS per each		
5100F	6	EA	For furnishing and placing 4" Gate Valve, complete in place, the sum of  _____DOLLARS  AND _____ CENTS per each		



ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
5100H	31	EA	For furnishing and placing 6" Gate Valve, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per each		
5100J	96	EA	For furnishing and placing 8" Gate Valve, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per each		
5100L	24	EA	For furnishing and placing 12" Gate Valve, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per each		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
5110LxJ	6	EA	For furnishing and placing 12" x 8" Tapping Sleeve, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per each		
5160AG	1	EA	For furnish and placing 60" Diameter Water Manhole, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per linear feet		
5600	6	EA	For Cut & Plug Existing Water Main, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per each		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
5610	15	EA	For Cut and Plug Water Main for Test, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per each		
5650	5	EA	For Cut and removal of Lead Pipe Joints, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per each		
5750B	2	EA	For furnishing and placing 1" Flush Point, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per each		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
6060	172	EA	For furnishing and placing Wastewater Lateral, complete in place, the sum of  _____DOLLARS  AND _____ CENTS per each		
6100	9	EA	For furnishing and placing Wastewater Access Device, complete in place, the sum of  _____DOLLARS  AND _____ CENTS per each		
6110AE	5	EA	For furnishing, Epoxy Coating, and placing 48" Diameter Drop Connection Manhole, complete in place, the sum of  _____DOLLARS  AND _____ CENTS per each		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
6130AE	26	EA	For furnishing, Epoxy Coating, and placing 48" Diameter Wastewater Manhole, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per each		
6130AG	1	EA	For furnishing, Epoxy Coating, and placing 60" Diameter Wastewater Manhole, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per each		
6141	31	EA	For Vacuum Test for Wastewater Manhole, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per each		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
6150AE	1	EA	For Rehabilitating 48" Diameter Manhole Rehabilitation, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per each		
6240	9	EA	For furnishing and placing Tree, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per each		
6250	10	EA	For furnishing and placing Shrubs, Flowers, Ground Cover, Etc, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per each		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
6260	1	LS	For Clearing and Grubbing, complete in place, the sum of  _____DOLLARS  AND _____ CENTS per lump sum		
6270	550	LF	For Fence Replacement, complete in place, the sum of  _____DOLLARS  AND _____ CENTS per linear foot		
6800	1	LS	For Project Partnering, complete in place, the sum of  _____DOLLARS  AND _____ CENTS per lump sum		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
6902	540	SY	For furnishing and placing Block Sodding, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per square yard		
6920	9,570	LF	For Television Inspection, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per linear foot		
6925	27,890	LF	For Trench Safety and Support, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per linear foot		



ITEM NO.	QUAN- TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
7030	210	CY	For furnishing and placing Rock Foundation, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per cubic yard		
7040	2,880	CY	For furnishing and placing Stabilized Backfill, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per cubic yard		
7041	500	CY	For furnishing and placing Flowable Backfill, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per cubic yard		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
7043	500	CY	For furnishing and placing Four "F" Flowable Backfill, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per cubic yard		
7044	500	CY	For furnishing and placing Four "F" Flowable Base – High Strength, Fast Set, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per cubic yard		
7045	100	CY	For furnishing and placing Grout for Pipeline Abandonment, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per cubic yard		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
7050	564	CY	For furnishing and placing Sand Backfill, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per cubic yard		
7051	100	SY	For furnishing and placing Topsoil, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per square yard		
7052	100	CY	For furnishing and placing Cement Treated Base Backfill, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per cubic yard		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
7071	60	CY	For furnishing and placing Class "B" Concrete, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per cubic yard		
7520	1,660	TN	For furnishing, placing and removing Temporary Paving (Hot Mix Or High Performance), complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per ton		
7525	410	CY	For removing, furnishing, and placing Flex Base (Crushed Rock) Alley Surface, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per cubic yard		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
7530	110	LF	For furnishing and placing Concrete Curb and/or Gutter, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per linear foot		
7560	1,560	CY	For furnishing and placing Crushed Rock for Temporary Paving Base, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per cubic yard		
7570	670	CY	For furnishing and placing Reinforced Concrete Paving, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per cubic yard		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
7575	100	CY	For furnishing and placing Type 3K-2 Reinforced Concrete paving, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per cubic yard		
7580	70	SY	For furnishing and placing Reinforced Concrete Sidewalk, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per square yard		
7583	110	SY	For furnishing and placing Reinforced Concrete Driveway, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per square yard		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
7584	37,420	SY	For furnishing and placing Slurry Seal Surface Treatment, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS		
			per square yard		
7585	4	EA	For Barrier Free Ramp, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS		
			per each		
7600	2,290	CY	For furnishing and placing Reinforced Concrete Base, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS		
			per cubic yard		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
7655	1,080	TN	For furnishing and placing Hot-Mix Asphalt Concrete Pavement, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per ton		
7710	5,000	LF	For furnishing and placing Silt Fence, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per linear foot		
7712	1	LS	For SWPPP, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS per lump sum		



ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
7713	1	LS	For Erosion Control, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per lump sum		
7730	1	LS	For Disposal of Heavily Chlorinated Water Main Flushing Water, complete in place, the sum of  _____ DOLLARS  AND _____ CENTS per lump sum		
8011	28,530	LF	For Construction Surveying and Staking of Proposed Water and Wastewater Mains, complete in place, the sum  _____ DOLLARS  AND _____ CENTS per linear foot		

ITEM NO.	QUAN-TITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
8012	22,270	LF	For Construction Surveying and Staking of Proposed Street and Alley Paving, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS		
			per linear foot		
20500	16	EA	For Investigation, complete in place, the sum of		
			_____ DOLLARS		
			AND _____ CENTS		
			per each		

**SUMMARY OF BID FOR AWARD EVALUATION  
CONTRACT NO. 20-109/110**

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**TOTAL AMOUNT OF BID:  
(Items No. 1200D Thru 200500 Inclusive)  
\$**

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**DOLLARS**

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**TIME OF COMPLETION AS PER SPECIAL PROVISION S-7**

**I Acknowledge Receipt Of:**

<b>Addendum No.</b>	_____	<b>Addendum No.</b>	_____
<b>Addendum No.</b>	_____	<b>Addendum No.</b>	_____
<b>Addendum No.</b>	_____	<b>Addendum No.</b>	_____

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**Name of Bidder**

THIS IS A SAMPLE CONTRACT FORM ONLY. THE ACTUAL CONTRACT MAY OR MAY NOT CONTAIN THE PROVISIONS HEREIN, DEPENDING ON THE SCOPE OF WORK.

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 the City of Dallas, a municipal  
corporation organized and existing under the laws of the State of Texas, hereinafter called  
Owner, 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 Resolution No. \_\_\_\_\_, with the City of Dallas, the  
Owner, dated the \_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_, a copy of which is hereto attached and  
made a part hereof, for \_\_\_\_\_.

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 on 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 the 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 IS A SAMPLE CONTRACT FORM ONLY. THE ACTUAL CONTRACT MAY OR MAY NOT CONTAIN THE PROVISIONS HEREIN, DEPENDING ON THE SCOPE OF WORK.**

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, 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 Section 3503.003 of the Insurance Code, Vernon's Texas Codes Annotated.

**THE ADDRESS OF THE SURETY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE IN AUSTIN, TEXAS BY CALLING THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-252-3439.**

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ copies, each one of which shall be deemed an original, this day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

PRINCIPAL:

BY \_\_\_\_\_  
Secretary

BY \_\_\_\_\_  
President

ATTEST:

SURETY:

BY \_\_\_\_\_

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.)

THIS IS A SAMPLE CONTRACT FORM ONLY. THE ACTUAL CONTRACT MAY OR MAY NOT CONTAIN THE PROVISIONS HEREIN, DEPENDING ON THE SCOPE OF WORK.

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 Owner, in the penal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) plus 10 percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' 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 Resolution No. \_\_\_\_\_, with the City of Dallas, the Owner, dated the day of \_\_\_\_\_, A.D. 20\_\_\_\_, a copy of which is hereto attached and made a part hereof, for

\_\_\_\_\_  
\_\_\_\_\_.

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 extension 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 Owner; and, if the Principal shall fully indemnify and save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner 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.

**THIS IS A SAMPLE CONTRACT FORM ONLY. THE ACTUAL CONTRACT MAY OR MAY NOT CONTAIN THE PROVISIONS HEREIN, DEPENDING ON THE SCOPE OF WORK.**

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.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, 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 Section 3503.003 of the Insurance Code, Vernon's Texas Codes Annotated.

**THE ADDRESS OF THE SURETY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE IN AUSTIN, TEXAS BY CALLING THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-252-3439.**

IN WITNESS WHEREOF, this instrument is executed in copies, each one of which shall be deemed an original, this day of, **20**\_\_\_\_\_.

ATTEST:

BY \_\_\_\_\_  
Secretary

PRINCIPAL:

BY \_\_\_\_\_  
President

ATTEST:

BY \_\_\_\_\_

SURETY:

BY \_\_\_\_\_  
Attorney-in-Fact

THIS IS A SAMPLE CONTRACT FORM ONLY. THE ACTUAL CONTRACT MAY OR MAY NOT CONTAIN THE PROVISIONS HEREIN, DEPENDING ON THE SCOPE OF WORK.

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.)

SAMPLE