



THREE PARTY CONTRACTS

PUBLIC PAVING AND/OR DRAINAGE IMPROVEMENTS

THE STATE OF TEXAS §
COUNTY OF TARRANT §

Legal Description _____
Project Name _____
Contract Number _____

KNOW ALL BY THESE PRESENTS:

This contract is made and entered into on this _____ day of _____, _____ by and between _____ hereinafter referred to as OWNER, _____ hereinafter referred to as GENERAL CONTRACTOR (if applicable), and _____ hereinafter referred to as CONTRACTOR.

WITNESSETH:

I.

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

_____ (hereafter "work")

II.

The construction and installation above set forth shall be performed according to the current Standard Specifications for Public Works Construction as issued by the North Central Texas Council of Governments, as it may be amended from time to time; and current City of Arlington Special Provisions located at <http://www.ci.arlington.tx.us/publicworks/pdf/Special%20Provision.pdf> as it may be amended, both of which are incorporated herein as if written word for word. Where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern. Such construction and installation and the location thereof shall be approved by the Director of the Department of Public Works or his or her designee, of the City of Arlington, prior to beginning work.

III.

It is agreed by and between the parties that the CITY OF ARLINGTON has an interest in the proper performance of any contract relating to or arising out of the work described above, and that the CITY OF ARLINGTON may bring suit for failure to comply with any terms of this contract.

IV.

It is agreed by and between the parties that a **Maintenance Bond** in the amount of One Hundred Percent (100%) of the work shall be furnished by CONTRACTOR in favor of OWNER and CITY OF ARLINGTON for a period of two (2) years from the date of acceptance for Public Works Construction (paving and drainage) and shall be executed by an approved surety company authorized to do business in the State of Texas.

V.

In the event the amount of this contract is in excess of the sum of Twenty-Five Thousand Dollars (\$25,000.00), a **Performance Bond** in the amount of One Hundred Percent (100%) of the work shall be furnished by Contractor as specified in the current Standard Specifications for Public Works Construction, and such construction and installation and the location thereof shall be approved by the Director of the Department of Public Works or his or her designee of the CITY OF ARLINGTON prior to beginning work.

VI.

In the event the amount of this contract is in excess of the sum of Twenty-Five Thousand Dollars (\$25,000.00), a **Payment Bond** in the amount of One Hundred Percent (100%) of the work shall be furnished by Contractor solely for the protection of all persons, firms and corporations who may furnish materials for or perform labor hereunder. The Payment Bond shall be made in favor of the OWNER, the CITY OF ARLINGTON and all persons, firms or corporations who may furnish materials or perform labor upon the improvements hereunder.

VII.

OWNER or GENERAL CONTRACTOR hereby agrees to pay CONTRACTOR for the work performed hereunder on the following basis: _____

VIII.

A copy of the Standard Specifications for Public Works Construction can be obtained by the CONTRACTOR through the North Central Texas Council of Governments. Special Provisions can be found at <http://www.ci.arlington.tx.us/publicworks/pdf/Special%20Provision.pdf>

IX.

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.

X.

It is understood and agreed that all installations of whatever kind made under the terms of this contract shall, upon acceptance by the City, immediately become the property of the CITY OF ARLINGTON, subject only to such reimbursement to OWNER as provided by the ordinances of the CITY OF ARLINGTON or by separate agreement.

XI.

CONTRACTOR, OWNER and GENERAL CONTRACTOR (if signatory hereto) do hereby covenant and agree to, and do hereby agree to waive all claims, release, indemnify, defend and hold harmless the CITY OF ARLINGTON and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by reason of injury to or death or debt of any person, or for loss of, damage to, or loss of use of any property arising out of or in connection with this contract or the work. Such indemnity will apply whether the claims, suits, losses, damages, causes of action or liability, arise in whole or in part from the negligence of the CITY OF ARLINGTON or any of its officers, officials, agents, employees or invitees, in both their public and private capacities whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence, joint negligence, gross negligence, active negligence, passive negligence or any other form of negligence. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by OWNER, GENERAL CONTRACTOR (if signatory hereto) and CONTRACTOR to indemnify and protect the CITY OF ARLINGTON from the consequences of the CITY OF ARLINGTON'S own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage or whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence,

joint negligence, gross negligence, active negligence, passive negligence or any other form of negligence. Also, it is understood by OWNER, GENERAL CONTRACTOR (if signatory hereto) and CONTRACTOR that such indemnity is indemnity by OWNER GENERAL CONTRACTOR (if signatory hereto) and CONTRACTOR to indemnify and protect the CITY OF ARLINGTON from any liability, claims, suits, losses, damages or causes of action due to OWNER'S, GENERAL CONTRACTOR'S and/or CONTRACTOR'S negligence, error or omission, or the negligence, error or omission of any other person(s).

XII.

CONTRACTOR shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. CONTRACTOR shall not commence work under this contract until it has obtained all the insurance required under the contract and such insurance has been reviewed by the CITY OF ARLINGTON; nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained. All insurance policies provided under this contract shall be written on an "occurrence" basis.

WORKERS' COMPENSATION INSURANCE

Workers' Compensation	Statutory Limit
Employers Liability	\$ 100,000. Each Accident
	\$ 500,000. Disease - Policy Limit

LIABILITY INSURANCE

Commercial General Liability	\$ 500,000. Per Occurrence
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(No standard coverages are to be excluded by endorsement)

AUTOMOBILE LIABILITY INSURANCE

Commercial Auto Liability Policy	\$ 500,000. Combined Single Limit
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(Including coverage for owned, hired, and non-owned autos)

UMBRELLA LIABILITY

	\$ 1,000,000. Each Occurrence
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(Following Form and Drop Down provisions included)

It is agreed by all parties to this contract that the insurance required under this contract shall:

- (A) Be written with the CITY OF ARLINGTON as an additional insured on General, Automobile and Umbrella Liability Insurance policies.
- (B) Provide for thirty (30) days written notice to the CITY OF ARLINGTON, before any insurance is cancelled, non-renewed or material changed, or any other cause.

- (C) Be written through companies duly authorized to transact that class of insurance in the State of Texas. Companies shall have a minimum A.M. Best rating of A VII.
- (D) Waive subrogation rights for loss of damage so that insurers have no right to recover or subrogation against the CITY OF ARLINGTON, it being the intention that all required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
- (E) Provide Certificates of Insurance evidencing the required coverages.

Three (3) Copies with Contracts to:

City of Arlington
 Department of Public Works
 Mail Stop 01-0220
 P. O. Box 90231
 Arlington, Texas 76004-3231

One (1) Copy Mailed to:

City of Arlington
 Risk Management
 Mail Stop 01-333
 P. O. Box 90231
 Arlington, Texas 76004-3231

XIII.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

EXECUTED on the first date written above.

APPROVED:

CITY OF ARLINGTON

OWNER

By: _____
Robert Lowry, P.E.
 Director
 Department of Public Works

By: _____

 Print Name and Title

 Company Name

 Address

 City State Zip Code

GENERAL CONTRACTOR

CONTRACTOR

By: _____

By: _____

Print Name and Title

Print Name and Title

Company Name

Company Name

Address

Address

City State Zip Code

City State Zip Code

THE STATE OF TEXAS §

DEPARTMENT OF PUBLIC WORKS

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Robert Lowry**, P.E., known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for and as the act of the City of Arlington, Texas, a Texas Municipal Corporation, and as **Director of the Department of Public Works** thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day
of _____, _____.

Notary Public in and for the State of Texas

My Commission Expires: _____

Notary Printed Signature

THE STATE OF TEXAS §

OWNER

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____ a corporation of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

Notary Public In and For the State of Texas

My Commission Expires: _____

Notary's Printed Signature

THE STATE OF TEXAS §

GENERAL CONTRACTOR

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____ a corporation of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

Notary Public In and For the State of Texas

My Commission Expires: _____

Notary's Printed Signature

THE STATE OF TEXAS §

CONTRACTOR

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____ a corporation of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

Notary Public In and For the State of Texas

My Commission Expires: _____

Notary's Printed Signature

THE STATE OF TEXAS §

PAYMENT BOND

Bond No. _____

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County,
Texas hereinafter referred to as CONTRACTOR, and _____

_____,
a corporation organized under the laws of the State of _____ and authorized to
do business in the State of Texas, hereinafter referred to as "SURETY", are held
and firmly bound unto _____,
hereinafter referred to as OWNER and the CITY OF ARLINGTON, a municipal
corporation located in Tarrant County, Texas, hereinafter referred to as CITY, and
unto all persons, firms and corporations who may furnish materials for or perform
labor upon the buildings, structures or improvements referred to in the attached
contract, in the penal sum of _____

_____ DOLLARS (\$ _____),
lawful money of the United States of America, to be paid in Arlington, Tarrant
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; and firmly by these presents, the condition of this obligation is such
that,

WHEREAS, CONTRACTOR entered into a certain contract with _____
_____ dated the _____ day of
_____, _____, in the proper performance of which the CITY has an
interest, a copy of which is attached hereto and made a part hereof, for the
construction of:

NOW THEREFORE, if CONTRACTOR shall well, truly and faithfully perform its
duties and make prompt payment to all persons, firms, subcontractors,
corporations and claimants supplying labor and 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 modifications to

SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect.

Provided, further, that if any legal action be filed on the Bond, venue shall lie In Tarrant County, Texas.

And, that 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 performed thereunder, or the plans, specifications, drawings, etc. accompanying 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.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, as it may be amended from time to time. The terms "claimant", "labor" and "material", as used herein, are in accordance with and as defined in said article.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Dallas Counties to whom any requisite notice may be delivered and on whom services of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, _____.

WITNESS

CONTRACTOR

Signature

Print Name and Title

Company Name

Address

City State Zip Code

Signature

Print Name and Title

Company Name

Address

City State Zip Code

WITNESS

SURETY

Signature

Print Name and Title

Company Name

Address

City State Zip Code

Signature

Print Name and Title

Company Name

Address

City State Zip Code

The Resident Agent of the SURETY in either Tarrant or Dallas County, Texas for delivery of notice and service of process is:

Name _____
Address _____

Note: Date of Bond must not be prior to date of contract. The effective date of this Bond shall be the date of acceptance of said public improvements by the Department of Public Works of the City of Arlington.

THE STATE OF TEXAS §

PERFORMANCE BOND

Bond No.

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County, Texas, hereinafter referred to as CONTRACTOR, and _____

_____ , a corporation organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY", are held and firmly bound unto _____ ,

hereinafter referred to as OWNER and the CITY OF ARLINGTON, a municipal corporation located in Tarrant County, Texas, hereinafter referred to as CITY, in the penal sum of _____

_____ DOLLARS (\$ _____),

lawful money of the United States of America, to be paid in Arlington, Tarrant 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; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, CONTRACTOR entered into a certain contract with _____ , dated the _____ day of _____ , _____ , in the proper performance of which the CITY has an interest, a copy of which is attached hereto and made a part hereof, for the construction of:

NOW THEREFORE, if CONTRACTOR 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 with or without notice to SURETY, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the covenants, terms, conditions and agreements of any and all authorized modifications of said contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect; and in case said CONTRACTOR shall

fail to do so, it is agreed that CITY may do said work and supply such materials and charge the same against said CONTRACTOR and SURETY on this obligation, and said CONTRACTOR and SURETY hereon shall be subject to the liquidated damages mentioned in said contract for each days' failure on its part to comply with the terms of said provisions of said contract.

Provided, further, that if any legal action is filed on this Bond, venue shall lie in Tarrant County, Texas.

And, that 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 performed thereunder, or the plans, specifications, drawings, etc. accompanying 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.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Dallas Counties to whom any requisite notice may be delivered and on whom service or process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, _____.

WITNESS

CONTRACTOR

Signature

Print Name and Title

Company Name

Address

City State Zip Code

Signature

Print Name and Title

Company Name

Address

City State Zip Code

WITNESS

SURETY

Signature

Print Name and Title

Company Name

Address

City State Zip Code

Signature

Print Name and Title

Company Name

Address

City State Zip Code

The Resident Agent of the SURETY in either Tarrant or Dallas County, Texas, for delivery of notice and service of process is:

Name _____
Address _____

Note: Date of Bond must not be prior to date of contract. The effective date of this Bond shall be the date of acceptance of said public improvements by the Department of Public Works of the City of Arlington.

THE STATE OF TEXAS §

MAINTENANCE BOND

Bond No.

COUNTY OF TARRANT §

KNOWALL MEN BY THESE PRESENTS:

That _____ of _____ County, Texas, hereinafter referred to as CONTRACTOR, and _____, a corporation organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY", are held and firmly bound unto _____, hereinafter referred to as OWNER, and the CITY OF ARLINGTON, a municipal corporation located in Tarrant County, Texas, hereinafter referred to as CITY, in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, to be paid in Arlington, Tarrant 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; and firmly by these presents, , the condition of this obligation is such that,

WHEREAS, CONTRACTOR entered into a certain contract with _____, dated the _____ day of _____, _____, in the proper performance of which the CITY has an interest, a copy of which is attached hereto and made a part hereof, for the construction of :

NOW THEREFORE, if CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years for Public Works Construction (paving and drainage) from the date of acceptance and do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of same, or on account of any breaking of same caused by said CONTRACTOR in laying or building same, or on account of any defect arising in any of said work laid or constructed by said CONTRACTOR, or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all

defective conditions arising by reason of defective materials, work or labor performed by said CONTRACTOR, then this obligation shall be void, otherwise to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that CITY may do said work and supply such materials and charge the same against said CONTRACTOR and SURETY on this obligation, and said CONTRACTOR and SURETY herein shall be subject to the liquidated damages mentioned in said contract for each days' failure on its part to comply with the terms of said provisions of said contract.

Provided, further, that if any legal action is filed on this Bond, venue shall lie in Tarrant County, Texas.

And, that 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 performed thereunder, or the plans, specifications, drawings, etc. accompanying 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.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Dallas Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, _____.

WITNESS

CONTRACTOR

Signature

Print Name and Title

Company Name

Address

City State Zip Code

Signature

Print Name and Title

Company Name

Address

City State Zip Code

WITNESS

SURETY

Signature

Print Name and Title

Company Name

Address

City State Zip Code

Signature

Print Name and Title

Company Name

Address

City State Zip Code

The Resident Agent of the SURETY in either Tarrant or Dallas County, Texas, for delivery of notice and service of process is:

Name _____
Address _____

Note: Date of Bond must not be prior to date of contract. The effective date of this Bond shall be the date of acceptance of said public improvements by the Department of Public Works of the City of Arlington.