

THE STATE OF TEXAS §

LEGAL

COUNTY OF TARRANT §

PROJECT NAME

CONTRACT NO.

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between \_\_\_\_\_, hereinafter referred to as "OWNER", and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H :

I.

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

II.

The construction and installation above set forth shall be performed according to the current **CITY OF ARLINGTON** ("CITY") Standard Specifications for Waterworks and Sewerage Improvements, and such construction and installation and the location thereof shall be approved by the City Director of Utilities or his designee prior to beginning work.

III.

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

IV.

A **Maintenance Bond** in the amount of One Hundred Percent (100%) of any contract, shall be furnished by CONTRACTOR in favor of OWNER and CITY for a period of two (2) years for Waterworks and Sewerage Improvements, 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 any contract for work described above is in excess of the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), a **Performance Bond** in the amount of One Hundred Percent (100%) of the contract shall be provided. Such construction and installation, and the location thereof, shall be approved by the Director of Utilities or his designee prior to the commencement of any work under any contract.

VI.

In the event the amount of any contract for work described above is in excess of the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), a **Payment Bond** in the amount of One Hundred Percent (100%) of the contract shall be provided. The Payment Bond shall be made in favor of OWNER, CITY and all persons, firms or corporations who may furnish materials or perform labor upon the improvements hereunder.

VII.

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

VIII.

Copies of CITY's current Standard Specifications for Waterworks and Sewerage Improvements is available at a nominal charge.

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 or work of whatever kind made under the terms of this contract shall immediately become the property of CITY, subject to the terms of this contract and any applicable bonds and subject to reimbursement to OWNER if provided by the ordinances of CITY.

XI.

CONTRACTOR and OWNER do hereby covenant and contract to waive all claims, release, indemnity, defend and hold harmless CITY 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. 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 CONTRACTOR and/or OWNER or any of its officers, officials, agents, employees or invitees, 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 and CONTRACTOR to indemnify and protect CITY from the consequences of CITY's own joint negligence, where that negligence is a concurring cause of any 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 and CONTRACTOR that such indemnity is indemnity by OWNER and CONTRACTOR to indemnify and protect CITY from any liability, claims, suits, losses, damages or causes of action due to CONTRACTOR's or OWNER'S negligence, error or omission, or the negligence, error or omission of any other person(s).

XII.

CONTRACTOR shall, at its 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 approved by CITY; nor shall CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis.

Compensation Insurance

Workers' Compensation	Statutory Limit
Employers Liability	\$100,000 each occurrence
	\$500,000 Disease - each employee

Liability Insurance

Commercial General Liability (No standard coverages are to be excluded by endorsement)	\$500,000 Combined Single Limit
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Automobile Liability Insurance

Commercial Auto Liability Policy (including coverage for owned, hired and nonowned autos)	\$500,000 Combined Single Limit
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Umbrella Liability

(Following form and drop down provisions included)	\$1,000,000 each occurrence
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It is agreed by all parties to this contract that the insurance required under this contract shall:

- (A) Be written with CITY as an additional insured.
- (B) Provide for thirty (30) days notice of cancellation to CITY, for nonpayment of premium, material change or any other cause.
- (C) Be written through companies duly authorized to transact that class of insurance in the State of Texas.
- (D) Waive subrogation rights for loss or damage, so that insurers have no right to recovery or subrogation against CITY, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
- (E) Provide a Certificate of Insurance evidencing the required coverages to:

- 1. **City Of Arlington**  
Attn: Utilities/Engineering Department  
Post Office Box 90231  
Arlington, Texas 76004-3231

2. **City Of Arlington**  
Attn: Risk Manager  
Post Office 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 date first written above.

APPROVED:

**CITY OF ARLINGTON, TEXAS**

\_\_\_\_\_  
Julia J. Hunt, P.E.  
Director of Water Utilities

**OWNER**

\_\_\_\_\_

BY \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_

BY \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

THE STATE OF TEXAS §

**OWNER ACKNOWLEDGMENT**

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of \_\_\_\_\_, a corporation of \_\_\_\_\_ County, Texas, and as the Principal 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 \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary's Printed Name

THE STATE OF TEXAS §

**CONTRACTOR ACKNOWLEDGMENT**

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of \_\_\_\_\_, a corporation of \_\_\_\_\_ County, Texas, and as the Principal thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

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\_\_\_\_\_  
Notary Public In and For  
The State of Texas

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary's Printed Name