

STATE OF TEXAS)
COUNTY OF DALLAS)

Contract No. _____

PRIVATE DEVELOPMENT CONTRACT

THIS AGREEMENT is entered into pursuant to the provisions of Section 49-60(f) of the Dallas City Code between _____ (hereinafter called "Owner") and _____ (hereinafter called "Contractor"), for the purpose of constructing water/wastewater utility facilities in order to serve a real estate subdivision in the City and County of Dallas, Texas. The terms of this Agreement are as follows:

I.

Contractor agrees to furnish all labor, materials and equipment necessary to construct and install _____ to serve _____, as shown on Plan No. _____, Sheet No. _____ (hereinafter called "the Work"). The location or locations of such construction and installation are described as follows: Project is located in PD _____, near ___ along _____ Street, Mapsco _____

II.

The Work under this Agreement shall commence not later than _____ days from the date of execution of this Agreement, and shall be completed within _____ days thereafter.

III.

The Work shall be done fully in accordance with the layouts, plans and specifications approved by the City of Dallas for the _____ facilities in the _____ subdivision. Contractor also agrees, by execution of this Agreement, to abide by the Pavement Cut and Repair Standards Manual, Dallas Water Utilities Standard Drawing Manual, Dallas Water Utilities Approved Materials Lists, Section 49-61(A), and the Standard Specifications for Public Works Construction - North Central Texas, Fourth Edition, 2004 as amended by the City of Dallas NCTCOG Addendum. The above-referenced documents are incorporated by reference and made a part of this Agreement for all purposes, and have been approved by Dallas Water Utilities for all purposes. The terms of this Agreement control in the event the Agreement conflicts with any of the other contract specifications.

Owner and Contractor each have the above-referenced documents in their personal

possession. The City of Dallas will perform construction inspection during the course of construction in accordance with Section 49-61(c) of the Dallas City Code; Contractor understands that the City of Dallas has the right under the Dallas City Code to direct that the Work be performed in accordance with the contract specifications.

IV.

Owner promises not to reduce the length, size, or functionality of any installation without the prior written consent of the City of Dallas.

V.

Contractor agrees to furnish Performance and Payment Bonds for the benefit of the Owner and the City of Dallas. The bonds shall be with a corporate surety or sureties authorized to do business in the State of Texas, and otherwise acceptable to the Owner and the City of Dallas. The bonds shall designate a resident agent in Dallas County, Texas for delivery of notice and service of process. The performance bond shall guarantee the completion of the Work in accordance with the terms of this Agreement and, upon acceptance by the City of Dallas, guarantee to repair and/or replace all defects due to faulty materials and/or workmanship that appear within a period of one year from the date of final acceptance of the Work by the City of Dallas. The payment bond shall guarantee the prompt payment of all subcontractors, suppliers, laborers and material men who are used by the Contractor in the performance of the Work under this Agreement.

VI.

Owner agrees, in consideration of the Work performed by Contractor, to pay a sum not-to-exceed _____ DOLLARS (\$ _____), to be paid as follows:

Upon completion of the Work, Owner will furnish an affidavit to the City of Dallas, in accordance with Section 49-61 of the Dallas City Code, that he has made final payment to the Contractor. Contractor understands and agrees that nothing in this Agreement shall be construed to render the City of Dallas liable for any payments owed by the Owner to the Contractor, or by the Contractor to any subcontractor, supplier, laborer or material men in the course of the Work done under this Agreement. The City of Dallas is not a party to this Agreement, and nothing contained herein shall make it a party. The Owner and the Contractor mutually agree to defend and indemnify the City of Dallas and hold the City of Dallas harmless from any claims, lawsuits or judgments arising from: (1) a failure of the Owner to pay the Contractor in accordance with the terms of this Agreement; (2) failure of the Contractor to pay any subcontractors, suppliers, laborers or material men; (3) any personal injury (including death) or property damage suffered by Owner, Contractor or

third parties that arises from or occurs in the course of performance by the parties to this Agreement; and (4) any liens that are placed upon the facilities as a result of the Work under this Agreement.

VII.

Pursuant to Section 49-61 of the Dallas City Code, upon final acceptance of the Work by the City of Dallas, the Owner will turn over to the City, and the City will accept, the facilities as the property of the City of Dallas, free and clear of any liens and encumbrances.

VIII.

This Agreement is performable in Dallas County, Texas, and exclusive venue for any legal action brought under this Agreement shall be located in Dallas County, Texas.

IX.

This Agreement is binding upon the Owner and the Contractor, and their respective successors, assigns, heirs and representatives for the faithful and full performance of the terms and provisions of this Agreement.

EXECUTED this the _____ day of _____, 20__.

ATTESTED BY:

OWNER: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

ADDRESS: _____

ATTESTED BY:

CONTRACTOR: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

ADDRESS: _____
