

STATE OF TEXAS

§

(Utilities and Paving)

COUNTIES OF TARRANT §  
PROJECT NAME: BISD Mound  
Elementary  
AND JOHNSON §

CONTRACT NO.: **2025-07**

This Contract is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the CITY OF BURLESON, TEXAS, (hereinafter referred to as  
the "City"), and **Burleson ISD** (hereinafter referred to as "BISDBISD").

WHEREAS, BISD needs to run a 2" water line run for a sprinkler system  
and a 3" or 4" water line for domestic water supply under SW Thomas Street to  
supply water to the new gymnasium being built at Mound Elementary (hereinafter  
referred to as "the project;" and

WHEREAS, the City has an interest in ensuring that SW Thomas Street is  
properly repaired following the construction;  
BISDBISDBISDBISDBISDBISDBISD NOW, THEREFORE, the City and BISD,  
in consideration of the mutual covenants and agreements contained herein, do  
mutually agree as follows:

- a. BISD will complete the project at no cost to the City.
- b. BISD shall employ the BISD's own engineer to prepare the plans and  
specifications for the project, and all engineering work shall comply with the  
requirements of the City's Subdivision Ordinance and Design Standards  
Manual. BISD's engineer shall be a civil engineer licensed to practice in  
Texas. All plans and specifications prepared by BISD's engineer must be  
released for construction in writing by the City Engineer of the City before  
construction begins.
- c. BISD shall complete the project in accordance with the plans and  
specifications prepared by BISD's engineer and released for construction  
by the City Engineer, and the procedures, specifications and standards  
contained in the Subdivision Ordinance and Design Standards Manual of  
the City. In general, the construction shall follow provisions of the "Standard  
Specifications for Public Works Construction, North Central Texas," as  
amended, published by the North Central Texas Council of Governments,  
except however, when specific circumstances dictate additional  
requirements, it shall be the responsibility of BISD's engineer to provide the  
necessary details for construction acceptable to the City Engineer. The

“Standard Specifications for Public Works Construction, North Central Texas,” as amended, are incorporated in this Contract by reference and made a part hereof, and BISD may obtain a copy from the North Central Texas Council of Governments. BISD shall perform all work in a good and workmanlike manner and to the satisfaction of the City Engineer.

- d. BISD shall meet the City’s requirements for all work to be performed by persons that are licensed and bonded, and shall provide a financial statement, demonstrate experience, and utilize equipment acceptable to the City.
- e. The City shall not unreasonably withhold approval of the project’s plans and will timely issue all necessary permits for completion of the project.
- g. To the extent permitted by law, **BISD agrees to, and by these presents does hereby, fully indemnify, hold harmless, and defend the City, its officers, agents and employees, from all suits, actions or claims of any character, whether real or asserted, brought for or on account of any injuries or damages sustained by any persons (including death) or to any property, resulting from or in connection with the construction, design, performance or completion of any work to be performed by BISD, its contractors, subcontractors, officers, agents or employees, or in consequence of any failure to properly safeguard the work, on account of any act, intentional or otherwise, neglect or misconduct of said BISD, its contractors, subcontractors, officers, agents, or employees, whether or not such injuries, death or damages are caused, in whole or in part, by the alleged negligence of the City of Burleson, its officers, agents, servants or employees.**
- h. Release of the plans and specifications for construction by the City Engineer or other City employee(s) of any plans, designs or specifications submitted by BISD pursuant to this Contract shall not constitute or be deemed to be an assumption of the responsibility and liability of BISD for the competency of BISD’s design and work, it being the intent of the parties that release of the plans and specifications by the City Engineer or other City employee(s) signifies the City’s acceptance of only the general design concept of the work. In this connection, and to the extent permitted by law, BISD shall indemnify and hold harmless the City, its officers, agents, servants and employees from any loss, damage, liability claim, obligation, penalty, charge, cost or expense including property damage, personal injury or death, to any and all persons, which may arise out of any defect, deficiency or negligence of the Engineer’s design and specifications incorporated into any of the project constructed in accordance therewith, whether or not such loss, damage, liability, claim, obligation, penalty, charge, cost or expense is caused in whole

**or in part by the alleged negligence of the City, its officers, agents, servants or employees, and to the extent permitted by law, BISD shall defend at its own expense any suits or other proceedings brought against the City, its officers agents, servants or employees or any of them, on account thereof, and shall pay all expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and consultants) and satisfy all judgments which may be incurred by or rendered against them in connection therewith.**

- i. BISD represents that, it maintains adequate insurance to cover the construction of this project.
- j. Upon completion of the Community Facilities and issuance of a Letter of Acceptance by the City, the Community Facilities shall become the property of the City free and clear of all liens, claims, charges or encumbrances of any kind.
- k. The parties understand and agree that the City has no obligation to participate or contribute to the cost of designing or constructing the Community Facilities, nor shall the City be liable for any portion of the costs incurred by the Developer, or the Developer's officers, agents, employees, contractors or subcontractors for the design and construction of the Community Facilities, unless a separate agreement is executed by the City and the Developer concerning such participation by the City.

2. Covenants of the City

Upon proper completion of the Community Facilities, the City agrees to accept the Community Facilities by a written Letter of Acceptance. It is understood and agreed that the City shall have no liability or responsibility for the Community Facilities until a Letter of Acceptance is issued.

3. Miscellaneous

a. Compliance with Laws.

BISD hereby agrees to comply with all federal, state and local laws and ordinances that are applicable to development of the Subdivision.

b. Venue and Governing Law

Venue of any action brought hereunder shall be in Johnson County, Texas. The terms and provisions of this Contract shall be construed in accordance with the laws of the State of Texas.

c. Assignment

Neither this Contract nor any part hereof or any interest herein shall be assigned by BISD without the express written consent of the City Manager of the City, which consent shall not be unreasonably withheld.

d. Waiver

BISD expressly acknowledges that by entering into this Contract, BISD, its successors, heirs, assigns, vendors, grantees, trustees, and/or representatives shall never construe this Contract as waiving any of the requirements of the Zoning Ordinance, Subdivision Ordinance, Design Standards Manual, the Standard Specifications or any other ordinance of the City.

e. Amendments

This Contract may be amended only by a written instrument signed by BISD and the City.

h. Severability

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 Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

IN WITNESS WHEREOF, each of the parties has executed this Contract by its undersigned duly authorized representative as of the date first written above.

**BISD:**

BY: \_\_\_\_\_  
(print)

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS:

**THE CITY OF BURLESON:**

BY: \_\_\_\_\_  
CITY MANAGER

141 West Renfro Street  
Burleson, Texas 76028

STATE OF TEXAS       §  
                                  §  
COUNTY OF JOHNSON §

**CITY**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, City Manager of the City of Burleson, Texas, a municipality, on behalf of said municipality.

[SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

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

THE STATE OF TEXAS §  
                                  §  
COUNTY OF JOHNSON §

**BISD**

Before me \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, known to me [or proved to me on the oath of \_\_\_\_\_, or through \_\_\_\_\_ (description of identity card or other document)] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

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