

**INFORMAL DEVELOPER AGREEMENT  
TO BE EXECUTED BY A  
DEVELOPER WISHING TO LET ITS OWN CONTRACTS  
FOR CONSTRUCTION OF  
(GOVERNMENTAL ENTITIES)**

Water, Sanitary Sewer, Paving and Drainage

Keller Independent School District, hereinafter referred to as the "DEVELOPER", has familiarized itself with the City of Fort Worth's "Policy for the Installation of Community Facilities" governing water and sanitary sewer facility installations and fully understands all the provisions, terms and conditions of that policy, and wishes to exercise the option contained in that policy permitting a DEVELOPER to let its own contracts for construction of such water and sanitary sewer facilities by entering into this contract, hereinafter referred to as the "AGREEMENT".

- I. In addition to all other requirements of the City's Policy for the Installation of Community Facilities, DEVELOPER shall:
  - A. Employ a construction contractor who is prequalified and approved by the Fort Worth Water Department and who is licensed and bonded to do work in public streets.
  - B. Require its contractor(s) to furnish the City of Fort Worth dual obligee performance and payment bonds in the name of the DEVELOPER and the City, together with a two (2) year maintenance bond in the name of the City, on forms provided by the City, for 100% of the contract price of the facility, said performance, payment, and maintenance bonds to be furnished to the City before work is commenced.
  - C. Pay to the City in cash for the construction inspection a fee equal to two percent (2%) of the DEVELOPER's share of the construction cost of related water and wastewater (sanitary sewer) improvements as stated in the construction contract.
  - D. Require its contractors to give 48 hours notice to the Director of the Department of Engineering prior to commencing construction of the facility or facilities so that inspection personnel will be available.
  - E. Make this agreement, as well as Part C- General Conditions for the construction of water and sanitary improvements an integral part of any contract with a contractor to construct any or all of the facilities involved.
  - F. Require the Contractor to allow the construction to be subject to inspection at any and all times by City inspection forces.
  - G. Require the Contractor to have such laboratory tests made as the City may require.
  - H. Secure approval by the Director of the Engineering Department of any and all partial and final payments to the Contractor, such approval to pertain only to satisfactory completion of the work for which payment is made and not to constitute approval of the quantities on which payment is based.

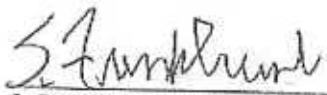
- I. Certify in writing to the Director of the Fort Worth Water Department that it has appropriated sufficient funds to pay the contractor for all work to be performed. Such writing shall be signed by DEVELOPER'S chief financial office.
  - J. To the extent allowed by law, and specifically to the extent that liability would exist under Chapter 101, Texas Civil Practice and Remedies Code ("Code"), including without limitation Section 101.051, agrees to, and by these presents does hereby indemnify, hold harmless and defend the City, its officers, agents and employees from all claims, suits, or causes of actions which could be maintained against District under Chapter 101 of the Code, in any way connected with the construction of the improvements or facilities described herein and due to the negligence or misconduct of District, its contractors, subcontractors, agents, or employees.
- II. It is expressly understood and agreed by the parties hereto that execution of this agreement does not bind the City of Fort Worth to participate in or contribute to the cost of any of the improvements described herein; nor shall the City be responsible or liable for any portion of the costs incurred by the DEVELOPER, its officers, agents, employees, contractors or sub-contractors for the design and construction of the improvements described herein, unless and until the parties hereto execute a Formal Community Facilities Agreement, duly authorized by the City Council at a regular meeting, signed by the City Manager, and providing for the City's participation in the costs of said improvements.

This agreement pertains to those community facilities required to serve the following described property:

**Proposed Keller I.S.D. Middle/Intermediate School Site**

ACCEPTED FOR THE FORT WORTH WATER DEPARTMENT:

DEVELOPER:  
Keller Independent School District

  
S. Frank Crumb, P. E., Acting Director

By. \_\_\_\_\_

DATE 7/29/05

DATE \_\_\_\_\_

CFA CODE FS 00 5097

PLAT NO.  
(If applicable)