

of \$163,700.00, by providing said funds to FORT WORTH; and

WHEREAS, FORT WORTH has agreed to incorporate the casing pipe into its agreement with the developer constructing Park Vista Boulevard;

NOW THEREFORE, in consideration of the above recitals and the premises and agreements, covenants and promises herein set forth, it is agreed as follows:

Section 1. OBLIGATIONS OF KELLER

- A. KELLER is responsible for and will provide to FORT WORTH the final design and technical specifications for the casing pipe;
- B. KELLER, and KELLER'S engineer will conduct a final review of the casing pipe installation for conformance with the design and general compliance with construction practices. KELLER'S engineer will prepare a list of deficiencies to be corrected by the developer's contractor which will be provided to FORT WORTH within ten days of notice that the casing pipe has been installed;
- C. Upon request for payment, KELLER will provide to FORT WORTH a lump sum amount of \$163,700.00 prior to FORT WORTH making any changes to its agreement with the developer for the casing pipe. Final project costs will be adjusted for actual cost increases or decreases. The costs include, but are not limited to costs identified in the final bids and approved change orders. KELLER shall have the right to dispute the final actual costs should they deviate by more than 5 percent of the initial cost amount, exclusive of inspection costs;
- D. Upon completion of the casing pipe and acceptance of the improvements by KELLER, KELLER shall be responsible for maintenance and operation of the casing pipe.

Section 2. OBLIGATIONS OF FORT WORTH

- A. FORT WORTH will ensure that the developer's contractor constructs the casing pipe according to the plans and specifications;
- B. FORT WORTH shall obtain or cause to be obtained, all material, labor and equipment necessary for the construction of the casing pipe.
- C. FORT WORTH will conduct a final review of the casing pipe for conformance with the design compliance with the construction practices.

Section 3. TERMS OF AGREEMENT

- A. TERM. This AGREEMENT shall be effective upon full execution hereof, as indicated by the dates subscribed by the signatories, and shall continue in force and effect until the casing pipe is accepted by KELLER;
- B. NOTICES. All notices or communications provided for herein shall be delivered to KELLER and CITY or, if mailed, shall be sent to KELLER and CITY at their respective addresses. For the purposes of notice, the addresses of the parties, until changed by written notice, shall be as follows:

CITY OF KELLER:

CITY OF KELLER
P.O. Box 770
Keller, Texas 76244
Attention: Dennis Fritz, P.E., Senior Engineer

FORT WORTH:

City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

Attention: Mr. Patrick Buckley
Senior Professional Engineer, Transportation and Public Works
Department

C. IMMUNITY. It is expressly understood and agreed that, in the execution of this AGREEMENT, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

D. SEVERABILITY. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this AGREEMENT are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

E. GOVERNING LAW. The validity of the AGREEMENT and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

F. PLACE OF PERFORMANCE. All amounts due under this AGREEMENT shall be paid in Tarrant County, Texas, said Tarrant County, Texas, being the place of performance as agreed to by the parties to this AGREEMENT. In the event that any legal proceeding is brought

to enforce this AGREEMENT or any provision hereof, the same shall be brought in Tarrant County, Texas.

G. ENTIRE AGREEMENT. This AGREEMENT contains all the terms, commitments and covenants of the parties pursuant to this AGREEMENT. Any verbal or written commitment not contained in this AGREEMENT or expressly referred to in this AGREEMENT and incorporated by reference shall have no force or effect.

H. CURRENT REVENUES. The parties hereto shall make payments called for hereunder only from current revenues legally available to each party.

IN WITNESS WHEREOF, the parties acting under authority of their respective governing bodies have caused this AGREEMENT to be duly executed in several counterparts, each of which is deemed to be an original, as of the date first written above.

CITY OF FORT WORTH

CITY OF KELLER

By: _____
Jesus J. Chapa
Assistant City Manager

By: _____
Mark Hafner
City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Mary J. Kayser
City Secretary

By: _____
Kelly Ballard
Interim City Secretary

(CITY'S SEAL)

(CITY'S SEAL)

Contract Compliance Manager:

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Name:

Title:

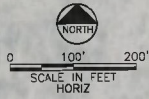
APPROVED AS TO FORM and Legality

Approved as to Form and Legality

Douglas W Black
Sr. Assistant City Attorney

L. Stanton Lowry:
City Attorney

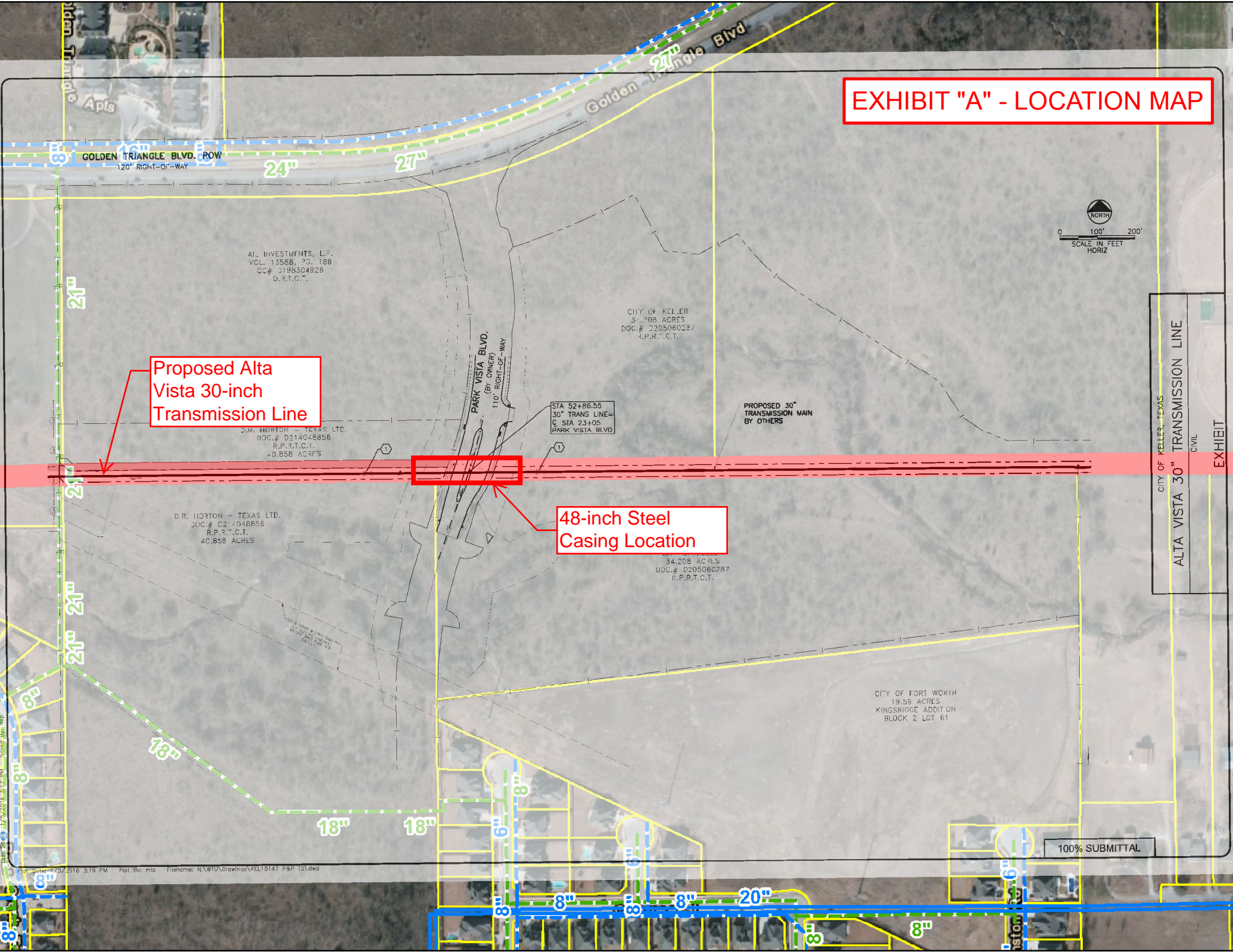
EXHIBIT "A" - LOCATION MAP



Proposed Alta Vista 30-inch Transmission Line

48-inch Steel Casing Location

CITY OF KELLER, TEXAS
ALTA VISTA 30" TRANSMISSION LINE
CIVIL
EXHIBIT



100% SUBMITTAL