

CONTRACT FOR _____ (Small Project)
(Current as of 07-07-09)

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This Contract is made and entered into, as of the date of execution hereof, by and between the City of Tomball, a municipal corporation located in Harris County, Texas (hereinafter referred to as "City"), and _____ a (sole proprietorship, corporation, partnership, having its principal offices located at _____, Texas (hereinafter referred to as "Contractor."

In consideration of the mutual benefits to be derived hereunder, the parties hereto agree as follows:

1. Contractor agrees to provide sufficient personnel, supervision, equipment, supplies, and materials to perform the project duties described in **Exhibit "A"** attached hereto.
2. Contractor agrees to indemnify, defend, and hold City harmless from and against any and all claims, suits, and liability based upon any damage to or destruction of any property or injury to any person or persons, including death, arising out of or attributable to the performance or nonperformance of Contractor hereunder.
3. Contractor shall furnish evidence of and keep in force during the term of this Contract the following insurance coverages in the minimum amounts stated. City shall be shown as a coinsured or additional insured under such policies for the term of this Contract.
 - a. General liability:

Bodily injury	-	\$500,000 per occurrence
	-	\$1,000,000 per incident
Property damage	-	\$250,000

In addition to the foregoing, Contractor shall maintain statutory Workers' Compensation Insurance for all of its employees.

4. City agrees to pay to Contractor the sum of \$_____ for the services to be performed hereunder. Payment shall be due and payable as set forth in **Exhibit "B"** attached hereto and for all things made a part hereof.
5. Contractor agrees to observe and comply with all federal, state, and local laws, safety and health regulations, and all ordinances and regulations which in any manner affect the conduct of the work.
6. Contractor agrees to accept full responsibility for any and all damages, including damage to City rights-of-way, as a result of its operations and to promptly repair any such damage.
7. Contractor agrees to commence the work described in Exhibit "A" hereto within _____ days and complete the work within _____ days following the effective date hereof.
8. Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Contractor shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire
9. This Agreement is for sole benefit of the City and Contractor, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.
10. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

EXECUTED in duplicate originals this _____ day of _____, 2008.

CONTRACTOR:

CITY OF TOMBALL, TEXAS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Note: Performance and Payment Bonds are required on all Public Works projects. For work less than \$25,000, accounts are payable by the City only upon completion and acceptance by the City.