

THE STATE OF TEXAS

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WATER FIRE HYDRANT METER AGREEMENT

COUNTY OF TARRANT

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THIS WATER FIRE HYDRANT METER AGREEMENT, hereinafter called “Agreement,” is made and entered into this _____ day of _____, by and between the City of Arlington, hereinafter called the “City,” and _____, hereinafter called “Contractor,” who hereby agree as follows, to wit:

1.

That the City does hereby grant the use of a fire hydrant water meter to Contractor subject to all other conditions, provisions and terms expressed herein.

2.

That the City shall have the right to and may at any time increase the rates charged for such use with or without notification to Contractor.

3.

That the City shall have the right to terminate this Agreement at any time.

4.

That upon such termination or upon demand by the City, Contractor shall return said meter to the Water Utilities Customer Service located at 101 W Abram St. or 1100 SW Green Oaks Blvd., Arlington, Texas. The City may also pick up said meter on site if there is suspected meter misuse.

5.

That the meter readings and location must be called into 817-459-5901, faxed into 817-459-5888 (use fax form provided) or emailed to firehydrantmeters@arlingtontx.gov, between the 5th and 10th of each month, regardless of consumption. A contact phone number for a field contact is also required. Monthly inspections will be performed by Water Utilities staff.

6.

That the meter shall be brought into 200 N Cooper St. for a yearly inspection and visual reading. A separate notification will be sent with a schedule for inspection and reading. That the contractor or person securing the meter may move a meter to various Arlington locations, but when meters are moved the contractor must notify the Water Utilities Department. **Any water withdrawn from any City of Arlington location may not be utilized outside the City Limits.**

7.

That the City requires an approved reduced pressure zone backflow prevention assembly (RPZ) be installed and certified by a State of Texas-licensed backflow prevention assembly tester (BPAT) who is registered with Arlington Water Utilities, prior to any water use from a fire hydrant meter.

Prior to any water use from a fire hydrant, the Contractor shall:

1. Have an RPZ properly installed, braced, and supported immediately downstream of the meter so as to prevent damage to the hydrant and meter.
2. Have the RPZ tested by a City-registered and State-licensed BPAT.
3. Fax a current and passing Test and Maintenance Report (TMR) for the RPZ to Water Resource Services at 817-459-5874.
4. On a yearly basis and prior to expiration of the current certification, fax a current and passing Test and Maintenance Report (TMR) for the RPZ to Water Resource Services at 817-459-5874.
5. Per resolution 09-270, that effective date October 9, 2009, the following fees are hereby authorized and approved pursuant to the authority contained in the 'Backflow Prevention' Chapter of the Code of the City of Arlington, Texas, 1987. Annual Backflow Assembly Registration is \$46.00. * The annual backflow assembly registration will only apply to high hazard assemblies. This fee is required at the time of activation of a water construction meter account.

8.

That the contractor shall operate fire hydrants according to "Fire Hydrant Operating Procedures", Attachment A to this Agreement and incorporated by reference.

9.

That while the meter-backflow prevention device assembly is connected to a fire hydrant, the contractor shall continuously support it according to "Detail for Support of Meter-BPZ Assembly", Attachment B to this Agreement and incorporated by reference.

10.

In addition to any other provisions of this contract for breach of agreement, failure on the part of Contractor to comply with any of the provisions of paragraphs 5, 6, 7, 8, or 9 of this contract shall be deemed a breach of this Agreement and Contractor expressly agrees to pay for 100,000 gallons of water at the rate per gallon then in effect. Such payment shall be deemed as a charge and not be deemed as a credit or a refundable payment.

11.

Contractor shall be responsible for alterations or damage to the meter, and shall not attempt to repair or adjust same in any manner. Contractor agrees that any alterations or damage to the meter shall work as forfeiture of his deposit, the same to be considered liquidated damages.

12.

If a meter is stolen while in possession of Contractor, Contractor will bear full responsibility for the cost of the meter. The theft should be reported immediately to the Arlington Police Department and to the Water Customer Service office. The account will be closed and the deposit will be applied as liquidated damages for failure of Contractor to return the meter. If the meter has been stolen before the time of the monthly reading a minimum of 100,000 gallons will be charged to the account. The exact amount of usage will be estimated by the City, based on the history of usage, size of project and other factors. The City's estimate of the amount of estimated usage and the cost of such water service shall be final and unappealable.

13.

Contractor covenants and agrees to indemnify, hold harmless and defend the City, its agents and employees, from and against any and all claims for damages to persons or property of any nature whatsoever, whether real or asserted, arising out of or caused by the use by Contractor or any of its agents or employees for water withdrawn from the water system of the City, under or by virtue of this Agreement or arising out of or caused by failure of Contractor or any of its agents or employees to perform any of its duties or obligations hereunder.

14.

Contractor agrees to pay all charges as fully assessed by the City and covenants that the water withdrawn under the terms of this Agreement will be solely for purposes authorized under the existing laws, ordinances, regulations or policies of the City.

15.

This Agreement shall remain in full force and effect during any period of time that any water meter is in the possession of Contractor. It is further contemplated that this Agreement shall be and is hereby made applicable to any and all fire hydrant water meters to which Contractor is granted permission to use by the City.

16.

The undersigned in their respective capacities represent that they are authorized to execute this Agreement.

17.

The parties to this Agreement agree that it shall be construed, governed and enforced under the laws of the state of Texas. Situs of this Agreement is agreed to be Tarrant County, Texas.

18.

Discrimination in Employment Prohibited

Contractor may not, in the performance of this Agreement, discriminate against any employee who is employed in the work covered by this Agreement or against any applicant for such employment because of race, color, religion, age, sex, handicap or national origin. Employers shall comply fully with Title VII of the Civil Rights Act of 1964, as amended.

19.

Assignability

This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. This Agreement may not be assigned or transferred by either or the parties without 90 days written consent of the other party hereto.

20.

Amendments

This Agreement may be altered, extended, changed or amended in writing by mutual agreement of the parties hereto when dated and attached hereto without altering the other terms

of this Agreement. Amendments regarding changes in prices for services provided under this Agreement may be made by the parties by giving 30 days written notice prior to the effective date of such price change.

21.

Severability

If any separable provision hereof shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof.

22.

Contractor represents that all notices shall be mailed to:

Company Name: _____

Initials _____

Mailing Address _____

City, State _____

Initials _____

Zip Code _____

23.

The parties acknowledge that Contractor has paid the sum of \$950.00 as a deposit, \$167.00 activation fee, and \$46.00 backflow assembly registration for said meter and municipal water services.

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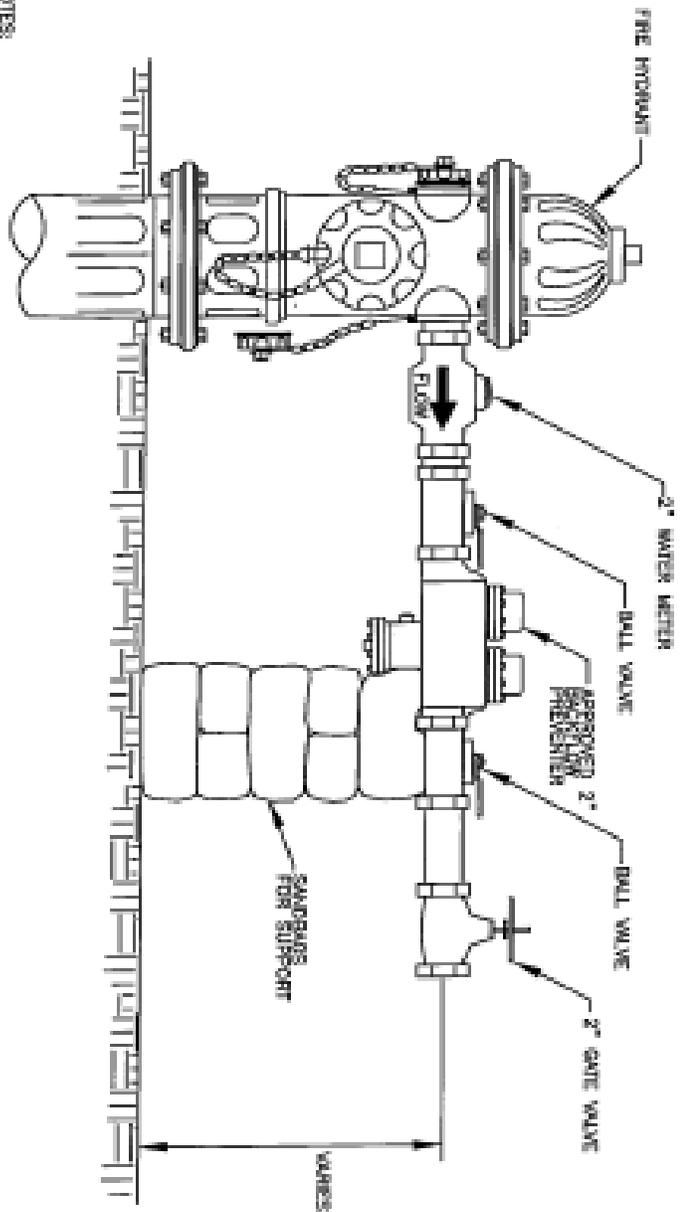
Attachment A: Fire Hydrant Operating Procedures

Fire Hydrant Operating Procedures

1. The Contractor is responsible for following these procedures and may be held liable for repairs, and have other enforcement actions taken against them for not adhering to these procedures. **FIRE HYDRANT CONNECTION IS ONLY ALLOWED TO CITY OF ARLINGTON PUBLIC FIRE HYDRANTS. CONNECTION TO A PRIVATE FIRE HYDRANT IS PROHIBITED.**
2. Prior to operation, the Contractor shall verify that the hydrant, meter and RPZ are secure and not moveable, and in the event that they are unstable, damaged, leaking, or unsafe, should immediately stop using them and call 817-459-5901 to report the situation.
3. The Contractor shall: a) use a fire hydrant wrench specifically designed and manufactured to open and close a fire hydrant; b) not use any additional torquing device to open or close a fire hydrant; and c) not leave hoses or appurtenances connected to a fire hydrant when not in use.
4. The Contractor shall operate a fire hydrant properly by slowly opening the hydrant to a fully open position when in use and slowly closing the hydrant to a completely closed position when not in use. When a fire hydrant is first opened, the barrel or housing of the fire hydrant fills with water. Fire hydrants are designed with a drain or weep hole at the base of the hydrant, which allows any water contained in the hydrant to drain out to keep: a) the water from stagnating in the barrel of the hydrant, b) the internal parts of the hydrant from rusting or seizing up, and c) the hydrant from freezing in winter. A hydrant operated in a partially opened or closed position will cause water to blow out from the hydrant's drain or weep hole into the bedding material supporting the hydrant. This blown out water will wash out the bedding material supporting the hydrant thus possibly causing damage to the hydrant and creating a safety hazard.
5. The hydrant must be opened slowly to allow the barrel time to fill, and the Contractor should feel snug resistance at the top of the counter clockwise turn. The Contractor should not use the hydrant until it is fully opened.
6. To close the hydrant, the Contractor must perform the final several closing turns slowly to prevent damage to the hydrant and water main. The hydrant must be fully closed until the Contractor can feel snug resistance at the bottom of the clockwise turn.
7. To minimize wear and tear, and minimize costly damage due to the opening and closing of hydrants, the Contractor may not use the hydrant valve to regulate the volume or flow of water withdrawn from the fire hydrant. Instead,
 - a. For fire hydrant mounted meters, the Contractor shall leave hydrants open during times of routine use unless there is danger of freezing and control the volume or flow of water withdrawn from the hydrant using the gate valve installed by the City on the meter.

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Attachment B: Standard Fire Hydrant Meter Installation



- NOTES:
1. USE OF HYDRANT REQUIRES VALID WATER FIRE HYDRANT METER AGREEMENT. CONTACT WATER UTILITIES CUSTOMER SERVICE OFFICE FOR APPLICATION.
 2. METER AND REQUIRED BACKFLOW PREVENTION DEVICE (RPZ) SHALL BE FULLY SPRINGED WHEN CONNECTED TO FIRE HYDRANT.
 3. METER AND RPZ BACKFLOW DEVICE SHALL BE APPROVED BY CITY OF ARLINGTON WATER UTILITIES. (MS-30) METER MUST BE SPRINGED FROM CITY OF ARLINGTON WATER UTILITIES. METER SHALL BE TESTED ANNUALLY BY CITY OF ARLINGTON WATER UTILITIES.
 4. PRIOR TO ANY USE OF FIRE HYDRANT WATER, THE RPZ MUST BE TESTED BY A CITY-REGISTERED BACKFLOW PREVENTION ASSEMBLY TESTER (BPAT) AND A CURRENT AND PENDING TEST AND MAINTENANCE REPORT (TMR). FOR THE RPZ MUST BE TAILORED TO WATER RESOURCE SERVICES AT (817) 450-5874. BACKFLOW DEVICE SHALL BE TESTED ANNUALLY AND COPY OF TEST SHALL BE SENT TO CITY OF ARLINGTON WATER UTILITIES WATER RESOURCE SERVICES BEFORE USAGE WILL BE ALLOWED.
 5. CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY DAMAGE TO FIRE HYDRANT DURING USE.
 6. SANDBAGS SHALL NOT OBSTRUCT WEED HOLE.

STANDARD FIRE HYDRANT METER INSTALLATION

REVISED 5-31-08

IN WITNESS WHEREOF, the parties enter into this Agreement on the date first written above.

WITNESS

CONTRACTOR

Customer Service Representative

BY _____

Printed or Typed Name

Printed or Typed Title

Company Name

Tax Identification No.