

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACT AGREEMENT BETWEEN THE TOWN OF ADDISON AND ENERGY RESOURCES INC., FOR CONSTRUCTION OPERATIONS AND SERVICES ASSOCIATED WITH THE SEDIMENT REMOVAL IN FARMERS BRANCH CREEK LOCATED IN VITRUVIAN PARK IN AN AMOUNT NOT TO EXCEED \$1,216,600.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**Section 1.** The Contract Agreement between the Town of Addison and Energy Resources Inc., for construction operations services associated with the sediment removal in Farmers Branch Creek located in Vitruvian Park in an amount not to exceed \$1,216,600.00, a copy of which is attached to this Resolution as **Exhibit A** and which incorporates the Town of Addison's General and Specific Conditions for construction contracts, and the Advertisement for Bids, Instruction to Bidders, General Provisions, Special Provisions, Plans and other bid documents, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 9<sup>th</sup> day of April 2019.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

# **EXHIBIT A**

## **SECTION CA**

### **CONTRACT AGREEMENT**

## CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of March, 2019, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Energy Resources, Inc., of the City of Chesterfield, County of St. Louis, State of MO, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

### **SEDIMENT REMOVAL FOR VITRUVIAN PARK**

#### **INFRASTRUCTURE AND DEVELOPMENT SERVICES BID NUMBER 19-77**

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within one hundred and twenty (90) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR One million, two hundred sixteen thousand, six hundred Dollars (\$ 1,216,600.00 ) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

**TOWN OF ADDISON, TEXAS (OWNER)**

**ATTEST:**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

**ENERGY RESOURCES, INC.**

**ATTEST:**

By: *Heidi Kunkert*

By: *Michael Roberts*

The following to be executed if the CONTRACTOR is a corporation:

I, *Paul Reinhardt* certify that I am the secretary of the corporation named as CONTRACTOR herein; that *Nadine Kelyhaight*, who signed this Contract on behalf of the CONTRACTOR is the *President* (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: *Fe dt*

Corporate Seal