

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ANNUAL CONTRACT FOR CONCRETE AND ASPHALT REPAIRS BETWEEN THE TOWN OF ADDISON AND JIM BOWMAN CONSTRUCTION COMPANY LP IN AN AMOUNT NOT TO EXCEED \$600,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The annual contract for concrete and asphalt repairs between the Town of Addison and Jim Bowman Construction LP in an amount not to exceed \$600,000.00, 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, Instructions 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 28th day of May, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 15th day of May, 2018, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Jim Bowman Construction Company, of the City of Plano, County of Collin, State of Texas, 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 the services of your response to our bid:

Annual Contract for Concrete and Asphalt Repairs (IDIQ) #19-98

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions 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 service, in accordance with the conditions and prices stated in the Bid attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders 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 Bid and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract in accordance with the Bid 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
(OWNER)

ATTEST:

By: _____

City Secretary

JIM BOWMAN CONSTRUCTION CO., L.P.
Party of the Second Part
(CONTRACTOR)

ATTEST:

 _____

By:  _____

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

I, _____, certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the of said corporation; that said _____ (official title) 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: _____

Corporate Seal