

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 JC COMMERCIAL INCORPORATED, FOR CONSTRUCTION SERVICES RELATED TO THE CONSTRUCTION OF A U.S. CUSTOMS AND BORDER PROTECTION FACILITY WITH THE ADDISON AIRPORT ADMINISTRATION OFFICES TO BE LOCATED ON ADDISON AIRPORT AT 4545 JIMMY DOOLITTLE DRIVE IN AN AMOUNT NOT TO EXCEED \$6,223,949, 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 Agreement between the Town of Addison and JC Commercial Incorporated for construction of a U.S. Customs and Border Protection facility combined with Addison Airport Administration offices in an amount not to exceed \$_____.

Section 2. The Contract Agreement between the Town of Addison and JC Commercial Incorporated for the US Customs and Border Protection Facility combined with the Addison Airport Administration offices in the amount of \$6,223,949, 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 3. 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 27th day of August, 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

CA-1

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this Sixteenth day of August, 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 J.C. Commercial, Inc., of the City of Lewisville, County of Denton, 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 construction of certain improvements as follows:

INFRASTRUCTURE AND DEVELOPMENT SERVICES BID NUMER 19-97

RE-BID ADDISON AIRPORT CUSTOMS AND BORDER PROTECTION FACILITY

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 **four hundred and fifty (450)** 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 Six Million Two Hundred Twenty Three Thousand Nine Hundred Forty Nine Dollars (\$6,223,949) 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: _____

(CONTRACTOR)
By: Larry Wagner, pres,

ATTEST:
By: Shannon Capuzzuto

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

I, Shannon Capuzzuto certify that I am the secretary of the corporation named as CONTRACTOR herein; that Larry Wagner, 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: Shannon Capuzzuto

No Boycott - Israel: Pursuant to Texas Government Code Chapter 2271, Flow-Line Construction Inc., execution of this Agreement shall serve as verification that Flow-Line Construction Inc., does not boycott Israel and will not boycott Israel during the term of this Agreement.

thickness of 10 mils WFT. The products specified in the Bid Documents are applied to 40 mils DFT. The 40 mils is required because that is what it takes for it to be reliably self-healing. This air barrier is significantly thinner than those specified. Also, the IBC requires that the insulation-air barrier combination behind metal panels meet NFPA 285 testing. Blue Board is XPS insulation, and the XPS insulation must have documentation to confirm it has passed NFPA 285 testing behind metal panels, which is why specified mineral wool was included in the Bid Documents. The Contractor needs to show that this particular insulation, when installed with this particular air barrier, has passed NFPA 285 testing.

The Bid Documents referenced herein constitute a portion of the 'Contract Documents'. The scope of revisions to the 'Contract Documents' associated with the Alternate Deducts and VE Deducts included herein will be formalized in an 'Architect's Supplemental Instructions'. The 'Architect's Supplemental Instructions' related to the scope described herein shall have no impact on the contract sum or contract schedule.

End of Exhibit.