

**TOWN OF ADDISON, TEXAS**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND PFL INDUSTRIES, LLC D/B/A PERFECT FINISH LANDSCAPING FOR THE SHERLOCK DRAINAGE PROJECT AND LANDSCAPE IRRIGATION RESTORATION IN THE AMOUNT OF \$65,000.00 AND AT ITS SOLE DISCRETION, THE TOWN OF ADDISON MAY REQUEST ADDITIONAL ITEMS IN THE AMOUNT OF \$10,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** The Agreement between the Town of Addison and PFL Industries, LLC d/b/a Perfect Finish Landscaping for Sherlock Drainage Project Landscape & Irrigation Restoration in the amount of \$65,000.00 and at its sole discretion, the Town of Addison may request additional items in the amount of \$10,000. A copy of the agreement is attached to this Resolution as **Exhibit A**, and was based on 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.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **24<sup>th</sup>** day of **SEPTEMBER** 2019.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

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

# EXHIBIT A

## CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 24th day of September, 2019, by and between the Town of Addison, of the County of Dallas and State of Texas, acting as authorized through its Mayor, hereinafter termed the OWNER, and PFL Industries, LLC d/b/a Perfect Finish Landscaping, of the City of Denton, County of Denton, State of Texas, 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:

**Town of Addison Sherlock Drainage Project Landscape & Irrigation Restoration Bid # 19-247**

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions of the AGREEMENT; and at CONTRACTOR'S 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 \$ 65,000.00, and at its sole discretion, OWNER may also request CONTRACTOR to complete additional irrigation bid items identified in the Bid in an amount not to exceed \$ 10,000.00, 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)

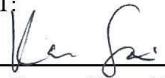
ATTEST:

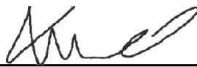
By: \_\_\_\_\_

\_\_\_\_\_  
City Secretary

Party of the Second Part  
(CONTRACTOR)

ATTEST:

  
\_\_\_\_\_  
Kamran Salim, Estimator

By:   
\_\_\_\_\_  
Marcus O'Dell, COO  
Sept 6, 2019

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