

## **CONTRACT AGREEMENT**

STATE OF TEXAS

COUNTY OF DALLAS

### **Twenty-Seventh**

THIS AGREEMENT is made and entered into this ~~XXX~~ 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 **NU-WAY Construction, LLC**, of the City of Dallas, County of Dallas, 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 NUMBER 19-223, FUEL FARM EXIT RELOCATION AND PERIMETER ROAD REPAIRS**

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 sixty (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 **Six-Hundred Thirty Three Thousand Nine-Hundred Seven Dollars and Eleven Cents (\$633,907.11)** in current funds for the performance of the Contract in accordance with the Proposal submitted thereof for **Base Bids A, B, C, and Additive Alternates 1 and 3**, 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)**

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

Wesley S. Pierson, City Manager

**ATTEST:**

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

Irma G. Parker, City Secretary

**Meeting Date: August 27, 2019**

**Resolution No. R19-055**

**NU-WAY Construction LLC (CONTRACTOR)**

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

**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 **NU-WAY Construction, LLC**, who signed this Contract on behalf of the CONTRACTOR is the \_\_\_\_\_ (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: \_\_\_\_\_

Corporate Seal

gm