

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT BETWEEN THE TOWN AND NORTHRIDGE CONSTRUCTION GROUP, LLC FOR THE ADDISON ATHLETIC CLUB RENOVATIONS PROJECT IN AN AMOUNT NOT TO EXCEED \$4,035,083; PROVIDING FOR A TOTAL PROJECT BUDGET IN AN AMOUNT NOT TO EXCEED \$5,077,631, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND RELATED PROJECT DOCUMENTS, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The City Council for the Town of Addison hereby approves the agreement between the Town of Addison and Northridge Construction Group, LLC for the Addison Athletic Club Renovations Project (“Project”) for a total not to exceed amount of \$4,035,085 (“Contract Amount”), a copy of which is attached to this Resolution as **Exhibit A**. The City Council further authorizes a Project set aside in an amount not to exceed \$543,466, which may be applied to Construction Management, Project Contingency, and Alternate Bid Items as deemed necessary by the City Manager, or his designee.

SECTION 2. The total Project budget is hereby established in the amount of \$5,077,631, which includes a total construction budget of \$4,578,551 together with the previously approved expenditures for professional services related to the Project.

SECTION 3. The City Manager is hereby authorized to execute the foregoing agreement and such other documents as deemed necessary to administer the Project.

SECTION 4. 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 *12th* day of **OCTOBER 2021**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this **12th** day of **October**, 2021, 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 **Northridge Construction Group, LLC**, of the City of North Richland Hills, County of Tarrant, 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:

ADDISON ATHLETIC CLUB RENOVATIONS

PARKS AND RECREATION DEPARTMENT PROPOSAL NUMBER 21-125

and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at their 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 Contract Documents.

The Contract Documents shall consist of the following documents:

1. this Contract Agreement;
2. properly authorized change orders;
3. any listed and numbered addenda;
4. the Special Provisions;
5. Technical Specifications & Project Drawings;
6. the Instructions to Offerors and Terms and Conditions contained in the OWNER's Proposal;
6. the OWNER's Standard Construction Details;
7. the October 2017 5th Edition of the Public Works Construction Standards - North Central Texas as amended and published by the North Central Texas Council of Governments, as amended by the Owner (collectively, the "NCTCOG Specifications ");
8. the OWNER's written notice to proceed to the CONTRACTOR;
9. the Contractor's Bid Proposal (response);
10. the Performance, Payment, and Maintenance Bonds; and,
11. any other bid materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Contract Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one

document shall be as binding as if called for by all Contract Documents. However, notwithstanding Section (Y) of the Instructions to Offerors contained in the OWNER's Proposal, it is specifically provided herein that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Project Drawings it shall be the CONTRACTOR's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the CONTRACTOR fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the CONTRACTOR shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

The CONTRACTOR hereby agrees to commence work within ten (10) working days after the date of written Notice to Proceed so shall have been given to them, to Substantially Complete the work within **One Hundred Ninety Five (195)** calendar days, after work commences, subject to such extensions of time as are approved as provided by the Contract Documents. The CONTRACTOR agrees to fulfill the intent of the plans and specifications associated with Proposal #21-125.

The OWNER agrees to pay the CONTRACTOR **Four Million, Thirty-Five Thousand and Eighty Three Dollars (\$4,035,083)** for improvements in current funds for the performance of the Contract in accordance with the Contract Documents, and to make payments of account thereof as provided therein. At its sole discretion, OWNER may also request CONTRACTOR to complete the Alternate Bid Items identified in the Bid in the Amount of **Two Hundred Seventy-Four Thousand Seven Hundred Dollars (\$274,700)** all payable from current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to properly authorized additions and deductions, and to make payments of account thereof as provided in the Contract Documents.

[Signature page follows]

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: _____
Wes Pierson, City Manager

By: _____
Irma Parker, City Secretary

**NORTHRIDGE CONSTRUCTION GROUP,
LLC
(CONTRACTOR)**

ATTEST:

By: _____
Name: Matt Tucker
Title: President

By: _____
Name: _____
Title: _____

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 _____ (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