

THIRD RENEWAL OF STANDARD CONSTRUCTION AGREEMENT

CSP # 2022-05

Utility Replacement Annual Contract

THE STATE OF TEXAS § **KNOW ALL PERSONS BY THESE PRESENTS:**

COUNTY OF DALLAS §

THIS SECOND RENEWAL OF STANDARD CONSTRUCTION AGREEMENT is made and entered by and between **SYB Construction Company, Inc.** (hereinafter referred to as "Contractor"), and the **City of University Park, Texas**, a Home-Rule Municipal Corporation (hereinafter referred to as "City"), to be effective from and after the date hereinafter provided.

WHEREAS the City and the Contractor entered a Standard Construction Agreement on the 2nd day of September 2022 for Utility Replacement Annual Contract, pursuant to the City's mile-per-year utility and alley replacement program; and

WHEREAS the original contract documents provide for renewal of the Agreement on the terms and conditions upon agreement by the parties; and

WHEREAS the parties extended the original contract by a first renewal on June 18, 2024, in the amount of \$6,200,000; a second renewal on November 19, 2024, in the amount of \$6,500,000, and the parties desire to further extend the contract for an additional term by a third renewal; now, therefore,

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

ARTICLE I. CONTRACT DOCUMENTS

The parties agree that the Contract Documents shall consist of the following:

1. The Standard Construction Agreement for Utility Replacement dated September 2022, the First Renewal dated June 18, 2024, the Second Renewal dated November 19, 2024, and this Third Renewal of the Standard Construction Agreement (together the "Construction Agreement");
2. The following listed and numbered addenda:

Addendum No. 1	Dated	_____
Addendum No. 2	Dated	_____
Addendum No. 3	Dated	_____

Addendum No. 4 Dated _____

3. The Engineer's Specifications and the Project Drawings;
4. General Conditions and Special Specifications;
5. The City of University Park's Standard Construction Details;
6. Requirements for workers' compensation insurance coverage, prevailing wage rates, and liability insurance;
7. The City's bid documents;
8. A Bid Bond in the sum of FIVE PERCENT (5%) of the total contract price;
9. A Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total contract price, which Bond shall be in a form acceptable to the City, shall guarantee the work in accordance with the plans and specifications for a period of one (1) year after acceptance by the City, and shall provide for repair or replacement of all defects due to faulty material and/or workmanship that appear within a period of one (1) year from the date of acceptance by the City;
10. A Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total contract price;
11. A Maintenance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total contract price, good for two (2) years after Final Acceptance from the City, and
12. The Contractor's bid.

These Contract Documents form the Construction Agreement and are a part of this Standard Construction Agreement, as amended, as if fully set forth herein. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

ARTICLE II. THE WORK

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the Contract Documents in connection with the **CSP# 2022-05 Utility Replacement Annual Contract Third Renewal (the "Construction Agreement")**.

ARTICLE III. **LIQUIDATED DAMAGES**

The Contractor shall commence work within ten (10) calendar days after receiving Notice to Proceed from the City. The Contractor agrees and covenants that all work hereunder shall be complete within **260 WORKING DAYS** following the Notice to Proceed. Within that contract term, each project under this annual contract will have a separate Work Authorization at the commencement of each project. The City expects that each project should take 18 working days per one hundred (100) linear feet of alley. Project time will be prorated at that rate and determined for each Work Authorization executed.

The time of completion is the essence of this contract. Because of the anticipated harm to the City for each calendar day that any work shall remain uncompleted after the time specified in the proposal and the Work Authorization, or the increased time granted by the Engineer, or as equitably increased by additional work or materials ordered after the contract is signed, the sum of one thousand dollars (**\$1,000.00**) for each calendar day that completion of each Work Authorization is overdue shall be deducted as liquidated damages from the monies due the Contractor:

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken, and treated as reasonable liquidated damages, per calendar day that the Contractor shall be in default after the time stipulated in the contract and within each Work Authorization for completing the work. The said amounts are fixed and agreed upon by and between the City and the Contractor because the harm caused by the delay, failure, or non-completion is incapable or difficult of estimation of the actual damages the City in such event would sustain; and said amounts are agreed to be a reasonable forecast of just compensation to the City and which shall be retained from the monies due, or that may become due, the Contractor under this contract; and if said monies be insufficient to cover the amount owing, then the Contractor or his surety shall pay any additional amounts due.

ARTICLE IV. **INDEMNITY**

CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES AND ENGINEER FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THE CONTRACTOR'S WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). THE CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS.

THE OBLIGATION OF THE CONTRACTOR UNDER THIS PARAGRAPH SHALL NOT EXTEND TO THE LIABILITY OF THE ENGINEER, HIS AGENTS OR EMPLOYEES ARISING OUT OF THE PREPARATION OR APPROVAL OF MAPS, DRAWINGS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS, SPECIFICATIONS, OR THE GIVING OF OR THE FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY THE ENGINEER, HIS AGENTS OR EMPLOYEES, PROVIDED SUCH GIVING OR FAILURE TO GIVE IS THE PRIMARY CAUSE OF THE INJURY OR DAMAGE.

ARTICLE V. CONTRACT SUM

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders as provided in the Contract Documents. The contract sum shall be an amount not to exceed **\$6,800,000.00**.

ARTICLE VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be paid to the Contractor in accordance with the University Park General Conditions.

ARTICLE VII. CHOICE OF LAW, VENUE; CONTRACT INTERPRETATION

The parties agree that the law of the State of Texas shall apply to this Agreement, and that it is performable in Dallas County, Texas. The exclusive venue shall be in Dallas County, Texas. Although this Agreement is drafted by the City, should any part be in dispute, the parties agree the Agreement shall not be construed more favorably for either Party.

ARTICLE VIII. ENTIRE AGREEMENT, AMENDMENTS, SUCCESSORS AND ASSIGNS

This Construction Agreement, including the Contract Documents listed in Paragraph I above, represents the entire and integrated agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Construction Agreement may be amended only by written instrument signed by both City and Contractor. This Construction Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE IX. EFFECTIVE DATE

The effective date of this Construction Agreement is the date of approval by the City Council of the City of University Park, Texas, October 7, 2025.

IN WITNESS WHEREOF, the parties have executed this Construction Agreement as of the effective date.

CONTRACTOR:

SYB CONSTRUCTION COMPANY, INC.

By: _____

Title: _____

ATTEST: _____

Printed Name: _____

Title: _____

OWNER:

CITY OF UNIVERSITY PARK

By: _____

Robbie Corder
City Manager

ATTEST: _____

Christine Green
City Secretary

APPROVED AS TO FORM:

Robert L. Dillard III
City Attorney

PERFORMANCE BOND FORM

IMPORTANT: This bond must only be executed and dated after a contract is awarded
by City Council

PERFORMANCE BOND

THE STATE OF TEXAS § **KNOW ALL PERSONS BY THESE PRESENTS:**

COUNTY OF §

THAT **CONTRACTOR** of the City of **CONTRACTOR'S CITY**, County of **CONTRACTOR'S COUNTY**, State of **CONTRACTOR'S STATE**, (hereinafter referred to as "Principal"), and **CONTRACTOR'S SURETY** (hereinafter referred to as "Surety"), authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto the **CITY OF UNIVERSITY PARK** (hereinafter referred to as "Owner") in the penal sum of **CONTRACT AMOUNT** (not less than 100% of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated _____, to which said contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal fully and faithfully executes the work and performance of the contract in accordance with the plans, specifications, and contract documents, including any extensions thereof, and according to the true intent and meaning of said contract and the plans and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253 (Public Works Performance and Payment Bonds), Subchapter B. (General Requirements; Liability); § 2253.001 through §2253.071, of the Government Code as amended, and Chapter 53 (Mechanics', Contractors', Materials Liens), Subchapter J. (Lien on Money Due Public Works Contractor); § 53.231 through § 53.239, of the Property Code as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said chapters to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the Owner.

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument on this the _____ day of _____ 20____.

PRINCIPAL: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

ATTEST: _____

Printed Name: _____

Attorney In Fact: _____

Printed Name: _____

Surety:
Company: _____

Physical
Address: _____

Mailing
Address: _____

Contact
Phone: _____

ATTEST: _____

Printed
Name: _____

APPROVED AS TO FORM:

Robert L. Dillard III
City Attorney

PAYMENT BOND FORM

IMPORTANT: This bond must only be executed and dated after a contract is awarded
by City Council

PAYMENT BOND

THE STATE OF TEXAS § **KNOW ALL PERSONS BY THESE PRESENTS:**

COUNTY OF §

THAT **CONTRACTOR** of the City of **CONTRACTOR'S CITY**, County of **CONTRACTOR'S COUNTY**, State of **CONTRACTOR'S STATE**, (hereinafter referred to as "Principal"), and (hereinafter referred to as "Surety"), authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto the **CITY OF UNIVERSITY PARK** (hereinafter referred to as "Owner") in the penal sum of **CONTRACT AMOUNT** (not less than 100% of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated _____, to which said contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract and for the use of each claimant, and that conversely should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253 (Public Works Performance and Payment Bonds), Subchapter B. (General Requirements; Liability); § 2253.001 through § 2253.071, of the Government Code as amended, and Chapter 53 (Mechanics', Contractors', Materials Liens), Subchapter J. (Lien on Money Due Public Works Contractor); § 53.231 through § 53.239, of the Property Code as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said chapters to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any

such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument on this the _____ day of _____ 20____.

PRINCIPAL: _____ Attorney In Fact: _____

Printed Name: _____ Printed Name: _____

Title: _____ Surety: _____

Company: _____ Company: _____

Address: _____ Physical Address: _____

ATTEST: _____ Mailing Address: _____

Printed Name: _____

Contact Phone: _____

ATTEST: _____

Printed Name: _____

APPROVED AS TO FORM:

Robert L. Dillard III
City Attorney

MAINTENANCE BOND FORM

The contractor shall provide a maintenance bond to the City for a term of two (2) years from the date of Final Acceptance by the City. The amount of this maintenance bond shall be 100% (one hundred percent) of the final contract price.

IMPORTANT: This bond must only be executed and dated after a contract is awarded by City Council

MAINTENANCE BOND

THE STATE OF TEXAS § **KNOW ALL PERSONS BY THESE PRESENTS:**

COUNTY OF §

That **[Contractor]**, hereinafter called Contractor, as principal, and **[CONTRACTOR'S SURETY]** as Surety, do hereby acknowledge themselves to be held and bound to pay unto the City of University Park, Texas, the penal sum of **[Sum]** which is one hundred per cent (100%) of said contract amount in lawful money of the United States, for the payment of which sum well and truly to be made unto said City of University Park, Texas, and its successors, said Contractor and Surety do hereby bind themselves, their heirs, executors, administrators, and assigns and successors, jointly and severally and firmly by these presents:

This obligation is conditioned, however, that whereas, said Contractor entered into a written contract on **[Date]** with **the CITY OF UNIVERSITY PARK** for the construction of Project No. **2022-05 Utility Replacement Annual Contract**, with miscellaneous construction in the City of University Park as provided in said Contract and specifications which are expressly made a part hereof, as though written herein in full and,

Whereas, in said Contract, the Contractor binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by the City, the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of the final acceptance of the work by the City, the Contractor binds itself to repair or reconstruct the said improvements in whole or part at any time within said period of process employed in the construction of such improvements and that it will upon receiving notice, repair or reconstruct said improvements within such period of time from the date of such notice as the City Engineer of said City shall determine to be necessary for the preservation of public health, safety, or welfare. If said Contractor does not repair or reconstruct the improvements within the time period designated, then the City shall be entitled to have said repairs made and charge said Contractor and/or Surety the cost of same under the terms of this maintenance bond.

Now, therefore, if said Contractor shall keep and perform its said work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said work then these presents shall have full force and effect, and the said City of University Park, Texas, shall have and recover from the said Contractor and its Surety, damages in the premises as provided in plans and specifications and contract.

Provided, however, that the Contractor hereby holds harmless and indemnifies said City from any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation. However, there shall be no liability on the Surety for and damages resulting from fire, acts of God, accident, or careless or malicious handling.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____ 20____.

PRINCIPAL: _____ Attorney In Fact: _____

Printed Name: _____ Printed Name: _____

Title: _____ Surety: _____

Company: _____ Company: _____

Address: _____ Physical Address: _____

ATTEST: _____ Mailing Address: _____

Printed Name: _____

Contact Phone: _____

ATTEST: _____

Printed Name: _____

APPROVED AS TO FORM:

Robert L. Dillard III
City Attorney