

## **CONSTRUCTION AGREEMENT**

**Bid # 2021-07**

### **Sidewalk Replacement**

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

COUNTY OF DALLAS       §

**THIS CONSTRUCTION AGREEMENT** is made and entered by and between **C. GREEN SCAPING, LP**, a **BUSINESS ENTITY** (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.

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.     This written Construction Agreement;
2.     The following listed and numbered addenda:  
          Addendum No. 1     Dated       **APRIL 28, 2021**
3.     The Engineer's Specifications and the Project Drawings;
4.     The General Conditions and Special Specifications;
5.     The City of University Park's Standard Construction Details;
6.     Requirements for workers' compensation 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 one (1) year 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 Construction Agreement 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 **Bid# 2021-07 – Sidewalk Replacement**.

## **ARTICLE III.**        **LIQUIDATED DAMAGES**

N/A

## **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"). CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND 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 **\$259,930.50**.

**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. Exclusive venue shall lie 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 herein above, represents the entire and integrated agreement between 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 will be the date of approval by the City Council of the City of University Park, Texas.

IN WITNESS WHEREOF, the parties have executed this Construction Agreement upon the year and date indicated beneath their signatures hereto.

CONTRACTOR:

**C. Green Scaping, LP**

By: 

Title: Cathleen Ruiz - President

ATTEST: 

Printed Name: Stacy Geigenmiller

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

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