

## CONSTRUCTION AGREEMENT

STATE OF TEXAS §

**Contract**

COUNTY OF TARRANT §

This Contract, made and entered into this 15th day of August, 2017, by and between the City of Euless of Tarrant County, Texas, a municipal corporation, hereinafter called "Owner," and Centerline Supply, LTD, hereinafter called "Contractor."

W I T N E S S E T H:

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

### CITY WAY-FINDING SIGNAGE PROJECT

City of Euless

in the City of Euless, Texas, and all extra work in connection therewith, under the terms as stated in the Standard Specifications for Public Works and Transportation Construction as it may be amended from time to time (hereinafter called "Standard Specifications"), and under the terms of the Special Provisions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract documents, incorporated herein as if written word for word, and in accordance with the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the specifications as prepared by **City of Euless** hereinafter called Owner, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the Standard Specifications, the Special Provisions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within ten (10) days from the beginning date of the project as provided in the written Notice to Proceed and to complete the work within **180** calendar days from the beginning date of the project.

The Owner agrees to pay the Contractor, as full compensation for all products provided hereunder, the amount submitted in the Estimate 153344, attached hereto as Exhibit A, subject to additions and deletions, as provided therein.

This Contract is entered into subject to the Charter and ordinances of Owner, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes including performance and execution.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract is held for any reason to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Owner reserves the right to terminate this agreement immediately upon breach of any term or provision of this Contract by Contractor; or, if any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel and equipment to complete the work or fail to perform any of its obligations under this Contract, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the Services of other parties therefore. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If after exercising any such remedy the cost to Owner of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of Owner in the performance of this Contract. No term or provision of, or act of Contractor or Owner under this Contract shall be construed as changing that status.

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written agreement of the parties.

Owner and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. Neither Owner nor Contractor will assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of Owner.

It is further agreed that one or more instances of forbearance by the City in the exercise of its rights herein shall in no way constitute a waiver thereof.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

OWNER:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title


\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

CONTRACTOR:

Centerline Supply, LTd  
Company Name

752229085  
Tax Identification Number

By  \_\_\_\_\_  
Signature

Che Huzarevich  
Typed/Printed Name

Director of Project Management  
Title

## **Exhibit A**

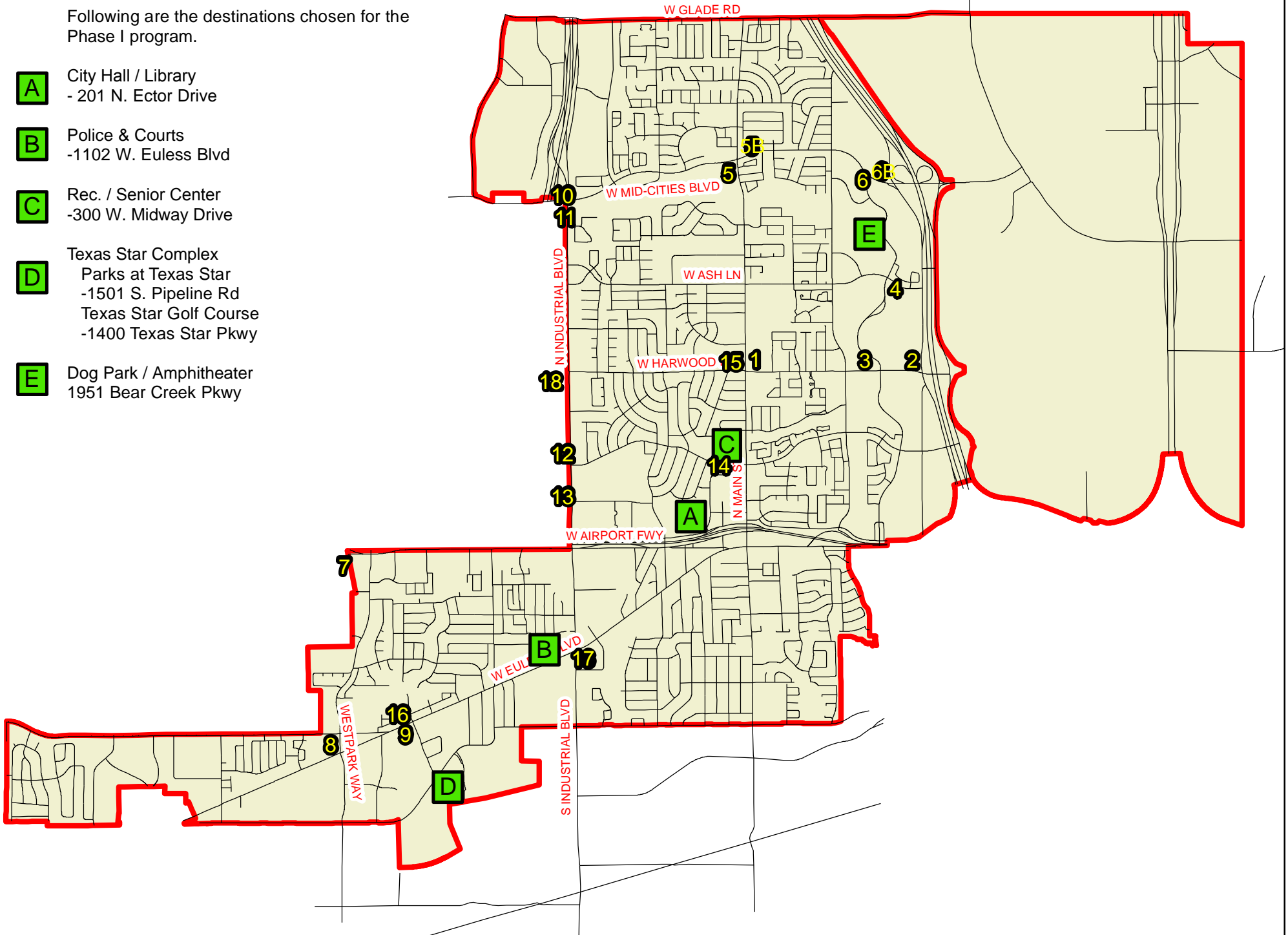
This contract includes the design, manufacturing and installation of -- signs (locations map provided) in the amount not to exceed \$72,000.00 in accordance with Buy Board contract 534-17.

Design, Fabrication & Installation Total Not To Exceed \$ 72,000.00

# Eules Wayfinding Program Proposed Phase 1 Signs (total 20)

Following are the destinations chosen for the Phase I program.

- A** City Hall / Library  
- 201 N. Ector Drive
- B** Police & Courts  
- 1102 W. Eules Blvd
- C** Rec. / Senior Center  
- 300 W. Midway Drive
- D** Texas Star Complex  
Parks at Texas Star  
- 1501 S. Pipeline Rd  
Texas Star Golf Course  
- 1400 Texas Star Pkwy
- E** Dog Park / Amphitheater  
1951 Bear Creek Pkwy



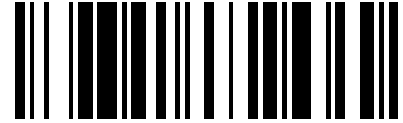
# Estimate

08/15/2017

## Centerline Supply, LTD

Centerline Supply, Ltd.  
530 JESSE STREET  
GRAND PRAIRIE, TX 75051-1141  
Phone: (972) 647-8300  
Fax: (972) 641-1221  
Email: sales@centerlinesupply.com

153344



### Bill To:

EULESS, CITY OF  
FINANCE DEPARTMENT  
201 N ECTOR  
EULESS, TX 76040

Customer: EULESS, CITY OF

### Ship To:

EULESS, CITY OF  
1513 WESTPARK WAY  
EULESS, TX 76040

Contact: EULESS, CITY OF  
PO Number: CITY WAYFINDING

| Seller      | Payment Terms | FOB Point | Carrier | Ship Service | Requested Ship Date |
|-------------|---------------|-----------|---------|--------------|---------------------|
| chuzarevich | Net 30        | Origin    | CPU     |              | 04/20/2017          |

| Item # | Type     | Number / Description  | Unit Price  | Qty Ordered | Total Price  |
|--------|----------|---|-------------|-------------|--------------|
| 1      | Sale     | 90900-QUOTE - EULESS WAYFINDING SIGANGE<br>FABRICATE AND INSTALL CITY WAYFINDING<br>SIGNAGE           | \$ 4,000.00 | 20 ea       | \$ 80,000.00 |
| 2      | Discount | SIGN DETAILS TO BE PROVIDED IN SUBMITALS<br>10% DISCOUNT - 10% DISCOUNT<br>BUYBOARD CONTRACT # 452-14 |             |             | -\$ 8,000.00 |

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Claims against this invoice for price or quantity must be filed in writing within 30 days of invoice date.

1-1/2% interest charged per month on past due balance. Collection charges apply

|                   |                     |
|-------------------|---------------------|
| <b>Subtotal:</b>  | <b>\$ 72,000.00</b> |
| <b>Sales Tax:</b> | <b>\$ 0.00</b>      |
| <b>Total:</b>     | <b>\$ 72,000.00</b> |