

CONSTRUCTION CONTRACT

THIS AGREEMENT made this the 1st day of O c t o b e r, 2 0 2 4, by and between Joe Bland Construction, LLC (a corporation organized and existing under the laws of the State of Texas) (a partnership consisting of _____) (an individual trading as _____) [Note 1] hereinafter called the "Contractor", and City of Bastrop hereinafter called the "City."

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, Agnes Street Extension paving [Note 2] for the paving, drainage, water lines, sewer lines GLO Community Development Block Grant (CDBG) project, all in strict accordance with the contract documents including all addenda thereto, numbered 1, dated 8/28/2024 all as prepared by Kimley-Horn acting and in these contract documents preparation, referred to as the "Engineer".

Special Notes:

Note 1. Strike out the terms not applicable.

Note 2. Identify the principal items of Contract such as grading, paving, water mains, sewer lines, treatment facilities, etc.

ARTICLE 2. The Contract Price. The City will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in (as listed in the construction contract) hereof.

Alternate Pricing Techniques: In the event the statutory provisions require the contract price to be a fixed sum, in the absence of an approved form, the following should be substituted for Article 2 above.

“**ARTICLE 2. The Contract Price.** The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of Three Million, Two Hundred Forty-Six Thousand, Six Hundred Six Dollars and Zero Cents Dollars (\$3,246,606.00).”

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

- | | |
|------------------------------|---|
| a. This Agreement (pgs. 1-2) | f. General Conditions |
| b. Addenda | g. Special Conditions |
| c. Invitation for Bids | h. Technical Specifications |
| d. Instructions to Bidders | i. Construction Plans (incorporated by reference) |
| e. Signed Copy of Bid | j. HUD Form 4010 |

ARTICLE 4. Performance. Work, in accordance with the Contract dated O c t o b e r 1, 2 0 2 4, shall commence on or before O c t o b e r 8, 2 0 2 4, and Contractor shall complete the WORK within 360 consecutive calendar days thereafter. The date of completion of all WORK is therefore October 3, 2025.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in *triplicate* (Note 3) original copies on the day and year first above written. (Note 3)

(The Contractor)

By _____ [Note 4]

Title _____

(City)

By _____

Title _____

Special Notes:

Note 3. The number of copies to be executed by the parties should be stated in the agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others.

Note 4. Supply a description of the Contractor (e.g., proprietorship, partnership, and corporation).

Corporate Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement 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.

Corporate
Seal

(Corporate Secretary)