

STATE OF TEXAS§

Construction Contract

COUNTY OF JOHNSON §

This Contract, made and entered into this _____ day of _____, 20____, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "OWNER," and
DONELSON CONSTRUCTION COMPANY, LLC
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 OF BURLESON

STREET MAINTENANCE PROGRAM FY 24-25

In the City of Burleson, Texas, and all extra work in connection therewith, under the terms as stated in the NCTCOG Public Works Construction Standards 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 OWNER, who has been identified by the endorsement of the Contractor's written estimate, 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 fifteen (15) days after the date written notice to do so shall have been given to him or her and to


complete the work within 75 calendar days after the date of written notice to commence work.

The OWNER agrees to pay the Contractor for completion of the Work in accordance with the Contract Documents in current funds based on the contract quantities and unit prices stated in the estimate or as modified by change order, the sum of which SIX HUNDRED TWENTY-EIGHT THOUSAND, TWO HUNDRED THREE AND NO/100 DOLLARS (\$628,203.00) subject to additions and deductions, as provided therein.

Within the following thirty (30) days, Owner shall make partial payments to the Contractor for work performed during the preceding calendar month as estimated by the Owner or Owner's Representative. Ten percent (10%) of Each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars (\$400,000). Five percent (5%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars (\$ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the Owner shall, within thirty (30) days, pay the Contractor the balance due under the terms and conditions of the Contract.

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 Johnson 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.~~ mjd

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 OWNER in the exercise of its rights herein shall in no way constitute a waiver thereof.

In performing this Contract, Contractor agrees to use diligent efforts to purchase all goods and services from Burleson Businesses whenever such goods and services are comparable in availability, quality and price.

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

WITNESS:

By Tara E. Meyer
Signature
Tara E. Meyer
Typed/Printed Name
Office Manager
Title
1075 Wise Hill Rd
Address
Clever, Mo 65031
City State Zip

CONTRACTOR

Donelson Construction Co., LLC
Company Name
Tax Identification Number:
By Michael J. Donelson
Signature
Michael J. Donelson
Printed or Typed Name
Managing Member
Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Tommy Ludwig
City Manager

THE STATE OF TEXAS §

Corporate Acknowledgment

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared MICHAEL J. DONELSON, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of DONELSON CONSTRUCTION CO, LLC., a corporation of CHRISTIAN County, Texas, and as MANAGING MEMBER thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17TH day of MARCH, 2025.

Notary Public In and For The State of Texas

TARA E. MEYER

Notary's Printed Name

My Commission Expires: AUGUST 23RD, 2025



THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as _____ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

Bond No: S050806

THE STATE OF TEXAS §

Payment Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT Donelson Construction Company, LLC

of the City of Clever, County of Christian

State of Missouri hereinafter referred to as "PRINCIPAL," and

Employers
Mutual Casualty Company and Union Insurance Company of Providence, a corporate surety/sureties organized under the laws of the State of IOWA and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of SIX HUNDRED TWENTY-EIGHT THOUSAND, TWO HUNDRED THREE AND NO/100 DOLLARS (\$628,203.00), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain Contract with City of Burleson, dated the 7th day of March, 2025, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CITY OF BURLESON

STREET MAINTENANCE PROGRAM FY 24-25

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and materials in the prosecution of the work provided for in the

above referenced Contract and any and all duly authorized modifications of such Contract that may hereafter be made, notice to SURETY of such modifications being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that such SURETY, for value received, hereby stipulates and agrees 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, drawings, etc. accompanying 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.

This Bond is given pursuant to the provisions of Chapter 2253 of the Government Code, as amended. The terms "payment bond beneficiary," "public work labor," and "public work material," as used herein, are in accordance with and as defined in the relevant provisions of Chapter 2253 of the Government Code.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Johnson Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the 7th day of March, 2025.

WITNESS

By Tara E. Meier
Signature
Tara E. Meier
Typed/Printed Name
Office Manager
Title
1075 Wise Hill Rd
Address
Chever, MO 65631
City State Zip

PRINCIPAL

Donelson Construction Co., LLC
Company
By Michael J. Donelson
Signature
Michael J. Donelson
Typed/Printed Name
Managing Member
Title
1075 Wise Hill Road
Address
Chever MO 65631
City State Zip

WITNESS

By Baden Graves
Signature
Baden Graves
Typed/Printed Name

Title
2274 E Sunshine
Address
Springfield, MO 65804
City State Zip

SURETY

Employers Mutual Casualty Company and
Union Insurance Company of Providence

Company

By Beth Kersinger
Signature
Beth Kersinger
Typed/Printed Name
Attorney in Fact
Title
2274 E Sunshine
Address
Springfield, MO 65804
City State Zip

The Resident Agent of the SURETY in either Tarrant or Johnson County, Texas,
for delivery of notice and service of process is:

NAME _____

ADDRESS _____

NOTE: Date of Payment Bond must NOT be prior to date of Contract.

Bond No: S050806

THE STATE OF TEXAS §

Performance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS:

THAT Donelson Construction Company, LLC
of the City of Clever, County of Christian

State of Missouri hereinafter referred to as "PRINCIPAL," and
Employers Mutual Casualty Company and Union Insurance Company of
Providence, a corporate surety/sureties organized under the laws of the State of
IOWA and authorized to do business in the State of Texas, hereinafter
referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY**
OF BURLESON, TEXAS, a municipal corporation located in Johnson County, Texas,
hereinafter referred to as "CITY," in the amount of Six Hundred Twenty-Eight
Thousand, Two Hundred Three and NO/100 DOLLARS (\$_628,203.00_), lawful
money of the United States, to be paid in Burleson, Johnson County, Texas, for
the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, assigns, administrators and successors, jointly and severally; and
firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain written Contract with the City of
Burleson dated the 7th day of March, 2025, a copy of which is attached hereto
and made a part hereof, to furnish all materials, equipment, labor, supervision,
and other accessories necessary for the construction of:

CITY OF BURLESON

STREET MAINTENANCE PROGRAM FY 24-25

in the City of Burleson, Texas, as more particularly described and designated in
the above referenced contract such contract being incorporated herein and made a
part hereof as fully and to the same extent as if written herein word for word:

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform and fulfill all
of the undertakings, covenants, terms, conditions and agreements of
the above referenced Contract in accordance with the plans,
specifications and Contract documents during the original term thereof, and
any extension thereof which may be granted with or without notice to
SURETY, and during the life of any guaranty required under the Contract, and
shall also well and truly perform and fulfill all the

covenants, terms, conditions and agreements of any and all authorized modifications of such Contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and PRINCIPAL and SURETY hereon shall be subject to the liquidated damages mentioned in the Contract for each day's failure on its part to comply with the terms and provisions of such Contract.

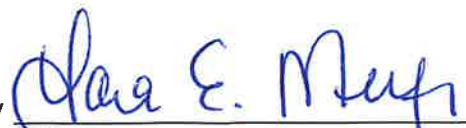
Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that SURETY, for value received, hereby stipulates and agrees 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, drawings, etc., accompanying 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.


The undersigned and designated agent is hereby designated by SURETY as the agent resident in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the 7th day of March, 2025.


WITNESS

By 
Signature
Tara E. Meifer
Typed/Printed Name
Office Manager
Title
1075 Wise Hill Rd
Address
Clever, MO 65631
City State Zip

PRINCIPAL

Donelson Construction Co., LLC
Company
By 
Signature
Michael J. Donelson
Typed/Printed Name
Managing Member
Title
1075 Wise Hill Road
Address
Clever MO 65631
City State Zip

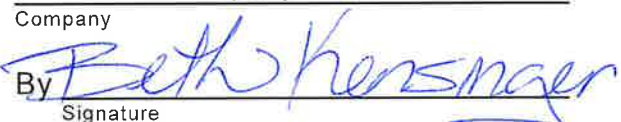
WITNESS

By 
Signature
Braden Groves
Typed/Printed Name

Title
2274 E Sunshine
Address
Springfield, MO 65804
City State Zip

SURETY

Employers Mutual Casualty Company and Union
Insurance Company of Providence

Company
By 
Signature
Beth Kensing
Typed/Printed Name
Attorney in Fact
Title
2274 E Sunshine
Address
Springfield, MO 65804
City State Zip

Bond No: S050806

THE STATE OF TEXAS §

Maintenance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT Donelson Construction Company, LLC

of the City of Clever, County of Christian

State of Missouri hereinafter referred to as "PRINCIPAL," and

Employers
Mutual Casualty Company and Union Insurance Company of Providence, a corporate surety/sureties organized under the laws of the State of IOWA and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of SIX HUNDRED TWENTY-EIGHT THOUSAND, TWO HUNDRED THREE AND NO/100 DOLLARS (\$628,203.00), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, PRINCIPAL entered into a certain written Contract with City of Burleson, dated the 7th day of March, 2025, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CITY OF BURLESON

STREET MAINTENANCE PROGRAM FY 24-25

in the City of Burleson, Texas, as more particularly described and designated in the above referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

NOW THEREFORE,

If PRINCIPAL will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance and perform all necessary work and repair any defective condition growing out of or arising in any part of the construction of said improvement, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by PRINCIPAL; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and in addition, PRINCIPAL and SURETY herein shall be subject to the liquidated damages as provided in the Contract referred to herein for each day's failure on its part to comply with the terms and provisions of such Contract.

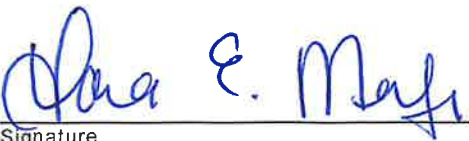
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And, that SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc., accompanying 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.


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IN WITNESS WHEREOF, this instrument is executed on this the 7th day of March, 2025.


WITNESS

By 
Signature
Tara E. Meyer
Typed/Printed Name
Office Manager
Title
1075 Wise Hill Rd
Address
Clever, MO 65631
City State Zip

PRINCIPAL

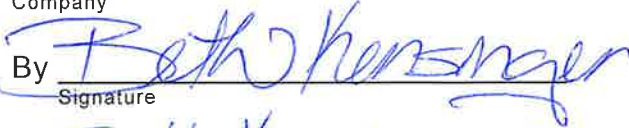
Donelson Construction Co., LLC
Company
By 
Signature
Michael J Donelson
Typed/Printed Name
Managing Member
Title
1075 Wise Hill Road
Address
Clever MO 65631
City State Zip

WITNESS

By 
Signature
Baden Graves
Typed/Printed Name

Title
2274 E Sunshine
Address
Springfield, MO 65804
City State Zip

SURETY

Employers Mutual Casualty Company and Union Insurance Company of Providence
Company
By 
Signature
Beth Kensing
Typed/Printed Name
Attorney in Fact
Title
2274 E Sunshine
Address
Springfield, MO 65804
City State Zip

