Construction Contract

STATE OF TEXAS§

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."

WITNESSETH:

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 time time (hereinafter called "Standard be amended from to 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 or written explanatory manner therefore, drawings and printed 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 TWENTY-EIGHT SIX (\$628,203.00) subject THREE AND NO/100 DOLLARS HUNDRED 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

theretefore 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 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:	CONTRACTOR
By Clay E. Muffer Thyped/Printed Name Office Manager Title 1075 Whe fill Rd Address Clever Mo (0863) City State Zip	Donelson Construction Co., LLC Company Name Tax Identification Number: By Mills Jonelson Printed or Typed Name Managing Member Printed or Typed Jitle
ATTEST:	CITY OF BURLESON, TEXAS
Amanda Campos City Secretary	Tommy Ludwig City Manager

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

Corporate Acknowledgment

BEFORE ME, the undersigned authorit	y, a Notary Public in and for the State of		
Texas, on this day personally appearedMIC	HAEL J. DONELSON , who is known		
to me or who was proved to me on the oath of	f (name		
of person identifying the acknowledging	person) or who was proved to me		
through (des	cription of identity card or other document		
issued by the federal or state government co	ntaining the picture and signature of the		
acknowledging person) to be the person who			
instrument, and acknowledged to me that he/s	he executed same for and as the act and		
deed of DONELSON CONSTRUCTION CO, LLC., a corporation			
of CHRISTIAN County, Texas, and as MA	NAGING MEMBER thereof, and for the		
purposes and consideration therein expressed			
GIVEN UNDER MY HAND AND SE	EAL OF OFFICE this the 17TH day		
ofMARCH, 20_25			
	Mag E. Mesting		
	WELL WELL		
	Notary Public In and For The State of Texas TARA E. MEYER Compared to the State of Texas and State of Texa		
	TARA E. MEYER		
My Commission Expires: AUGUST 23RD, 2025	Notary's Printed Name		
wy Commission Expires.	NOTARY SEAL.		
	1 385766° W		
THE STATE OF TEXAS §	MINION THAN CO		
THE STATE OF TEXAS §	City Acknowledgement		
COUNTY OF JOHNSON §	Olly Acknowledgement		
COUNTY OF BOTHBONS			
BEFORE ME, the undersigned	d authority, a Notary Public in and for		
the State of Texas.	on this day personally		
appeared, ki	nown 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			
Texas municipal corporation, and as			
for the purposes and consideration therein			
Tot the purposes and sonsideration merein	CAPIGGGGG.		
GIVEN UNDER MY HAND AND SE	EAL OF OFFICE this the day		
of, 20			
	Notary Public In and For The State of Texas		
	Notary's Printed Name		
My Commission Expires:	rvotary a rimited tvarie		
My Commission Expires.			

Bond No: S050806

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

Payment Bond

KNOW ALL BY THESE

PRESENTS:
THAT Donelson Construction Company, LLC
of the City of <u>Clever</u> , County of <u>Christian</u>
State of Missouri hereinafter referred to as "PRINCIPAL," and
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.

Rev. 3/7/2024

WITNESS	PRINCIPAL
By Chara E. Mayor Typed/Printed Name Office Manager Title 1075 Wrse Hry Rd Address City State Zip	Donelson Construction Co., LLC Company By Michael J. Donelson Typed/Printed Name Managing Member Title 1075 Wise Hill Road Address Cliver MO 65631 City State Zip
WITNESS	SURETY Employers Mutual Casualty Company and Union Insurance Company of Providence Company
By Signature Baden Graves Typed/Printed Name	By Holosinger Typed/Printed Name
	Attorney in Fact
Title	Title
2274 E Sunshine	2274 E Sunshine
Address	Address
Springfield, MO 65804	Springfield, MO 65804
City State Zip	City State Zip
The Resident Agent of the SURETY in eith for delivery of notice and service of process	ss is:
NAME	
ADDRESS	
NOTE: Date of Payment Bond must NO	T 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 <u>Christian</u>
•	
State of Missouri	hereinafter referred to as "PRINCIPAL," and
Employers Mutual Casua	alty Company and Union Insurance Company of
	ety/sureties organized under the laws of the State of
	authorized to do business in the State of Texas, hereinafter
	ether one or more), are held and firmly bound unto the CITY
	nunicipal corporation located in Johnson County, Texas,
	ITY," in the amount of Six Hundred Twenty-Eight
	ree and NO/100 DOLLARS (\$_628,203.00_), lawful
	to be paid in Burleson, Johnson County, Texas, for
	ell and truly to be made, we bind ourselves, our heirs,
	rators and successors, jointly and severally; and
firmly by these presents, th	e 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

Rev.3/7/2024

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 Para E. Merfer
Tha E. Merfer
Typed/Printed Name
Office Manager
Title
1075 WISE HM Rd
Address
Clever Mo OSCE31
City State Zip

PRINCIPAL

Donelson Construction Co., LLC
Dompany

y

Signature

Michael J. Donelson

Typed/Printed Name

Managing Member

Title

1075 Wise Hill Road

Address

Clever MO 65631

City State Zip

WITNESS

By Signature

Typod/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

Signature

Typed/Printed Name

Attorney in Fact

Title

2274 E Sunshine

Address

Springfield, MO 65804

City State Zip

Bond No: S050806

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

the condition of this obligation is such that:

Maintenance Bond

KNOW ALL BY THESE

PRESENTS:	
THAT	Donelson Construction Company, LLC
of the City of <u>Clever</u>	, County of <u>Christian</u>
State of <u>Missouri</u>	hereinafter referred to as "PRINCIPAL," and
	Employers
	ny and Union Insurance Company of Providence, a
	s organized under the laws of the State of
	d authorized to do business in the State of Texas,
	"SURETY," (whether one or more), are held and firmly bound
	SON, TEXAS, a municipal corporation located in Johnson
	er referred to as "CITY," in the amount of <u>SIX</u>
HUNDRED TWENTY-EIG	GHT THOUSAND, <u>TWO HUNDRED THREE AND</u>
NO/100 DOLLARS (\$62	8,203.00), lawful money of the United States, to be
	on County, Texas, for the payment of which sum well
	we bind ourselves, our heirs, executors, assigns,
	ssors, jointly and severally; and firmly by these presents,

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.

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 resident agent 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 Cha E. Mayer

The E. Meyer

Typed/Printed Name

Office Manager

Title

1075 WYE HILL PA

Address

City State Zip

PRINCIPAL

Donelson Construction Co., hho
Donelson Construction Co., hho
Donelson

Michael J Donelson

Typed/Printed Name

Managing Member

Title

1075 Wise Hill Road

Address

Clever MO 65631

City State Zip

WITNESS

By Signature

Barden 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

R.H.

Typed/Printed Name

Attorney in Fact

2274 E Sunshine

Address

Springfield, MO 65804

City

State

Zip



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation

- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Beth Kensinger

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number

Principal:

Donelson Construction Co.LLC

Obligee:

City of Burleson, Texas

S050806

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

22nd day of September , 2022 .

Seals

1863 10WA



cott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September . 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of

March

2025

Vice President