

STANDARD CONSTRUCTION CONTRACT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF BURNET

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THIS CONTRACT is made and entered into on this the _____ day of _____, 20__ by and between the CITY OF BURNET (hereinafter referred to as “**OWNER**”) and _____ (hereinafter referred to as “**CONTRACTOR**”). In consideration of the mutual covenants set forth, the OWNER and CONTRACTOR agree as follows:

Article I. Work

The CONTRACTOR shall perform all of the work as specified in the Contract Documents pertaining to this project. The work is generally described as follows:

2024D Wood Street Improvements Project, PID: CIPTR-2024D

ATTACHED ADDENDUM

Addenda numbers **0** to **0**, inclusive.

Plans and Specification prepared by: The City of Burnet

CITY OF BURNET

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the CONTRACTOR’s own cost and expense, the CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the OWNER.

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; notice of award and notice to proceed, advertisement, if any; instructions to bidders, if any; proposal or bid form and construction duration, if any; bid bond, if any; bidder qualification form and affidavit of authenticity, if any; addendum, conflict of interest form and no boycott forms; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefore (Change Orders); maintenance, performance, payment, and maintenance bonds; insurance certificate the Construction Standard Specifications as provided for in the contract documents, or if not, then as published by the City of Burnet, as amended, and, any additional documents incorporated by reference. These form the Contract Documents, and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

Article III. Contract Time

The CONTRACTOR shall perform and complete all the items or work listed and referred to in the Contract Documents within _____ calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents for the sum of \$ _____. Associated payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents. The Contract is a Unit Price Contract. Should CONTRACTOR need to exceed the price stated herein, CONTRACTOR shall submit a Change Order with proper documentation for written approval by the OWNER. Undertaking any work prior to receiving the approval on a Change Order shall be at CONTRACTOR'S risk and OWNER shall not be required to pay for any work undertaken unless and until such Change Order is approved by the OWNER.

Article V. Debts

The OWNER may, at its option, offset any amounts due and payable under this Contract against and debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

Article VI. Miscellaneous Provisions

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications aforementioned, as amended. The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The OWNER reserves the right to select to build the project herein in whole or in part as needed to meet budget constraints, coordination with other project, or to better align with the needs of the OWNER. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

CONTRACTOR: NAME

CITY OF BURNET

Signature By: _____

David Vaughn

Name: _____

ATTEST:

ATTEST:

Name:

City Secretary, Maria Gonzalez

Address for giving notices:

Address for giving notices:

1001 Buchanan Dr. Suite 4
Burnet, Tx 78611