

EXHIBIT
"A"

City of Round Rock, Texas Contract Forms
Standard Form of Agreement: Section 00500

City of Round Rock, Texas
Standard Form of Agreement between
Owner and Contractor

AGREEMENT made as of the _____ () day of _____ in the year 20__.

BETWEEN the Owner: City of Round Rock, Texas (hereafter "Owner" or "City")
221 East Main Street
Round Rock, Texas 78664

and the Contractor Lone Star Paving ("Contractor")
11675 Jollyville Rd. #150
Austin, Texas 78759

The Project is described as: PD Asphalt Resurfacing and Striping
2701 N. Mays Street
Round Rock, Texas 78665

The Engineer is: 2P Consultants, LLC
203 E Main Street Suite 204
Round Rock, Texas 78664

For and in consideration of the mutual terms, conditions and covenants of this Agreement and all accompanying documents between Owner and Contractor, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor agree as follows:

ARTICLE I THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 7.

ARTICLE 2 THE WORK OF THIS CONTRACT

Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT; DATE OF SUBSTANTIAL COMPLETION; DATE OF FINAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a Notice to Proceed issued by Owner.

3.2 The Contract Time shall be measured from the date delineated in the Notice to Proceed.

3.3 Contractor shall commence Work within Ten (10) calendar days from the date delineated in the Notice to Proceed.

3.4 Contractor shall achieve Substantial Completion of the items of Work listed on Attachment A to this Agreement no later than Forty Five (45) calendar days from issuance by Owner of Notice to Proceed, and Contractor shall achieve Substantial Completion of the entire Work no later than _____ (_____) calendar days from issuance by Owner of Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

3.5 If Contractor fails to achieve Substantial Completion of the Work (or any portion thereof) on or before the date(s) specified for Substantial Completion in the Agreement, Contractor shall pay to Owner, as liquidated damages, the sum of One Thousand Dollars and No/100 Dollars (\$ 1,000.00) for each calendar day that Substantial Completion is delayed after the date(s) specified for Substantial Completion. It is hereby agreed that the liquidated damages to which Owner is entitled hereunder are a reasonable forecast of just compensation for the harm that would be caused by Contractor's failure to achieve Substantial Completion of the Work (or any portion thereof) on or before the date(s) specified for Substantial Completion in the Agreement and is not a penalty. It is agreed that the harm that would be caused by such failure, which includes loss of expected use of the Project areas, provision of alternative storage facilities and rescheduling of moving and occupancy dates, is one that is incapable or very difficult of accurate estimation. It is hereby agreed that if Substantial Completion of the Work (or any portion thereof) is not achieved on or before thirty (30) days after the date(s) specified for Substantial Completion in the Agreement, the Owner shall have the option to either collect liquidated damages as set forth herein or to thereafter rely on its remedies under the Contract Documents and at law and in equity, including without limitation, the recovery of actual damages. The date(s) specified for Substantial Completion of the Work (or any portion thereof) in the Agreement shall be subject to adjustment as provided in the Contract Documents.

3.6 Contractor shall achieve Final Completion of the entire Work no later than Ten (10) calendar days from issuance by Owner of Notice to Proceed.

ARTICLE 4 CONTRACT SUM

4.1 Owner shall pay Contractor the Contract Sum in current funds for Contractor's full and complete performance of the Work and all of Contractor's obligations under this Agreement. The Contract Sum shall be Three Hundred and Seventy Three Thousand and Seven Hundred Thrity Eight Dollars and Four Cents (\$ 373,738.04), subject to additions and deductions as provided in the Contract Documents.

4.2 Does the Contract Sum include alternates which are described in the Bid Form?
No X . Yes _____. *If yes, please provide details below:*

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to Engineer and Owner by Contractor, and Certificates for Payment issued by Engineer and not disputed by Owner and/or Owner's lender, Owner shall make progress payments on account of the Contract Sum to Contractor as provided below, in Article 14 of the General Conditions, and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.1.3 Provided that an Application for Payment is received by Engineer and Owner, and Engineer issues a Certificate of Payment not later than the tenth (10th) day of a month, Owner shall make payment to Contractor of amounts approved by the Owner not later than the tenth (10th) day of the next month. If an Application for Payment is received by Engineer and Owner after the application date fixed above, payment shall be made by Owner not later than one month after the Engineer issues a Certificate for Payment. The Owner shall not have any obligation to pay any amount covered by the Engineer's Certificate for Payment that is disputed by the Owner.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as Engineer and Owner may require. This schedule, unless objected to by Engineer or Owner, shall be used as a basis for reviewing Contractor's Applications for Payment.

5.1.5 Applications for Payment shall warrant the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as provided in Article 14 of the General Conditions.

5.1.7 Except with Owner's prior written approval, Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by Owner to Contractor when:

- .1 Contractor has fully performed the Contract except for Contractor's responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by Engineer and approved by the Owner.

5.2.2 Owner's final payment to Contractor shall be made no later than thirty (30) days after the issuance of Engineer's final Certificate for Payment. In no event shall final payment be required to be made prior to thirty (30) days after all Work on the Contract has been fully performed. Defects in the Work discovered prior to final payment shall be treated as non-conforming Work and shall be corrected by Contractor prior to final payment, and shall not be treated as warranty items.

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by Owner or Contractor as provided in Article 15 of the General Conditions.

6.2 The Work may be suspended by Owner as provided in Article 15 of the General Conditions.

ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

7.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

7.1.1 The Agreement is this executed version of the City of Round Rock, Texas Standard Form of Agreement between Owner and Contractor, as modified.

7.1.2 The General Conditions are the "City of Round Rock Contract Forms 00700," General Conditions, as modified.

7.1.3 The Supplementary, Special, and other Conditions of the Contract are those contained in the Project Manual dated August 3rd, 2023.

7.1.4 The Specifications are those contained in the Project Manual dated August 3rd, 2023.

7.1.5 The Drawings, if any, are those contained in the Project Manual dated August 3rd, 2023.

7.1.6 The Insurance & Construction Bond Forms of the Contract are those contained in the Project Manual dated August 3rd, 2023.

7.1.7 The Notice to Bidders, Instructions to Bidders, Bid Form, and Addenda, if any, are those contained in the Project Manual dated August 3rd, 2023.

7.1.8 If this Agreement covers construction involving federal funds, thereby requiring inclusion of mandated contract clauses, such federally required clauses are those contained in the "City of Round Rock Contract Forms 03000," Federally Required Contract Clauses, as modified.

7.1.9 Other documents, if any, forming part of the Contract Documents are as follows:

Construction Documents Issue for Construction 08/03/2023

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Where reference is made in this Agreement to a provision of any document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

8.2 Owner's representative is: Dustin Harrison
Project Manager General Services Department
212 Commerce Blvd.
Round Rock Texas 78664

8.3 Contractor's representative is: _____

8.4 Neither Owner's nor Contractor's representative shall be changed without ten (10) days' written notice to the other party.

8.5 Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.

8.6 Owner agrees to pay Contractor from available funds for satisfactory performance of this Agreement in accordance with the bid or proposal submitted therefor, subject to proper additions and deductions, all as provided in the General Conditions, Supplemental Conditions, and Special Conditions of this Agreement, and Owner agrees to make payments on account thereof as provided therein. Lack of funds shall render this Agreement null and void to the extent funds are not available. This Agreement is a commitment of City of Round Rock's current revenues only.

8.7 Although this Agreement is drawn by Owner, both parties hereto expressly agree and assert that, in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

8.8 This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

8.9 Both parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by an arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

8.10 The parties, by execution of this Agreement, bind themselves, their heirs, successors, assigns, and legal representatives for the full and faithful performance of the terms and provisions hereof.

This Agreement is entered into as of the day and year first written above and is executed in at least two (2) original copies, of which one is to be delivered to Owner.

OWNER

CITY OF ROUND ROCK, TEXAS

Printed Name: _____

Title: _____

Date Signed: _____

ATTEST:

City Clerk

FOR CITY, APPROVED AS TO FORM:

City Attorney

CONTRACTOR

Lone Star Paving

Printed Name: Kevin Carter

Title: Project Manager

Date Signed: _____