

EXHIBIT
"A"

AMENDMENT NO. 1
TO STANDARD FORM OF AGREEMENT BETWEEN
CITY OF ROUND ROCK AND LONE STAR PAVING

This Amendment No. 1 to Standard Form of Agreement Between City of Round Rock and Lone Star Paving (this "Amendment") is made by and between the City of Round Rock ("Owner") and Lone Star Paving ("Contractor").

WHEREAS, the Owner and Contractor executed the Standard Form of Agreement on the 13th day of July, 2017 in the amount of \$527,623.75; and

WHEREAS, during Contractor's execution of the Work, it was determined that serious failures and defects existed in University Blvd. that resulted in potential harm to the public health and safety of City residents; and

WHEREAS, the cost of repairing said failures and defects exceeds the amount allowed by state law for change orders; and

WHEREAS, because the defects and failures impact the public health and safety, it is not necessary to advertise for bids for the cost of the repairs;

NOW THEREFORE, premises considered, the Owner and Contractor agree that said Standard Form of Agreement is amended as follows:

I.

The Work of this Amendment

1.1 The Work of this Amendment shall consist of two passes of full width milling on University Blvd. between AW Grimes and CR 110. Each pass shall be the depth of at least 1.5 inches for a total of 3.0 inches. The milling depth shall be more than 3.0 inches if required to completely remove the top lift overlay of asphalt surface course. The Contractor shall fully execute the Work as described above.

II.

Commencement and Completion of the Work

2.1 The Contract Time for this Amendment shall be measured from the date delineated in the Notice to Proceed.

2.2 Contractor shall commence the Work within 10 calendar days from the Notice to Proceed.

2.3 Contractor shall achieve Substantial Completion of the Work no later than 30 calendar days from issuance of the Notice to Proceed.

2.4 Contractor shall achieve Final Completion of the Work no later than 30 calendar days from issuance of the Notice to Proceed.

**III.
Contract Sum**

3.1 Owner shall pay Contractor the amount of \$192,500.00 for the Contractor's performance of the Work described in this Amendment.

**IV.
Payments**

4.1 Owner shall pay Contractor progress payments and the final payment in accordance with the terms and provisions of Article 5 of the Standard Form of Agreement.

**V.
Bonds**

5.1 Contractor agrees to provide the Owner with supplemental Payment and Performance Bonds to reflect the increase in the Contract Sum reflected by this Amendment.

**VI.
Definitions**

6.1 All capitalized terms used in this Amendment shall have the meanings ascribed to them in the Contract Documents, or as otherwise provided herein.

**VII.
Effect of this Amendment**

7.1 Except as specifically provided in this Amendment, the terms of the Standard Form of Agreement and the Contract Documents continue to govern the rights and obligations of the Owner and Contractor, and all terms of the Agreement and Contract Documents remain in full force and effect.

**OWNER
CITY OF ROUND ROCK, TEXAS**

By: _____
Craig Morgan, Mayor

Signed this ____ day of _____, 2018

[Type here]

CONTRACTOR
LONE STAR PAVING

By: _____(signature)
_____(printed name)
_____(title)

Signed this ____ day of _____, 2018