

**EXHIBIT 10  
STANDARD FORM OF AGREEMENT**

STATE OF TEXAS        }

COUNTY OF COLLIN    }

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between \_\_\_\_\_ The City of Allen, Texas, a municipal corporation, of the County of \_\_\_\_\_ Collin \_\_\_\_\_ and State of Texas, acting through \_\_\_\_\_ Its City Manager \_\_\_\_\_ thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and \_\_\_\_\_ Quality Excavation, LTD. \_\_\_\_\_

\_\_\_\_\_ of the City of \_\_\_\_\_ Aubrey \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_ Texas \_\_\_\_\_, Party of the Second Part, hereinafter termed CONTRACTOR.

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

**ALMA DRIVE IMPROVEMENTS – ST1503  
HEDGCOXE TO RAINFOREST LANE  
Bid No. 2018-2-34**

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment 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 ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within Three Hundred (300) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

**IN WITNESS WHEREOF**, the parties to these presents have executed this Agreement in the year and day first above written.

\_\_\_\_\_  
**CITY OF ALLEN, TEXAS**  
Party of the First Part (OWNER)

\_\_\_\_\_  
**QUALITY EXCAVATION, LTD**  
Party of the Second Part (CONTRACTOR)

**By:** \_\_\_\_\_  
Peter H. Vargas, City Manager

**By:** \_\_\_\_\_

**Attest:** \_\_\_\_\_  
Shelley B. George, City Secretary

**Attest:** \_\_\_\_\_