

**EXHIBIT 9
STANDARD FORM OF AGREEMENT**

STATE OF TEXAS }
COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this _____ day of _____, of 2020, 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 SYB CONSTRUCTION CO., INC of the City of IRVING, County of DALLAS 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:

**Central Business District (CBD) at the DART Railroad Sanitary Sewer Rehabilitation Project
BID #2020-8-124**

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 Two hundred (200) 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)

By _____
Eric Ellwanger, City Manager

Attest _____
Shelley B. George, City Secretary

SYB CONSTRUCTION CO., INC

Party of the Second Part (CONTRACTOR)

By B. Wood
BRIAN WOOD, VICE-PRESIDENT

Attest W. R. Bennett
WALTER R. BENNETT, SECRETARY

Central Business District (CBD) at the DART Railroad Sanitary Sewer Replacement Rehabilitation
BID# 2020-8-124 CIP# WA1908

BASE

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
1	1	LS	Mobilization, Bonds, Insurance and all Permitting (entire project), complete, for the Lump Sum of <u>twenty-two thousand six hundred ten</u> Dollars & <u>zero</u> Cents Lump Sum	22,610.00	22,610.00
2	1	LS	General Site Preparation and all incidentals for the Lump Sum of <u>six thousand</u> Dollars & <u>zero</u> Cents Lump Sum	6,000.00	6,000.00
3	1	LS	Stormwater Pollution Prevention Plan (SWPPP) & Implementation, including all incidentals for the Lump Sum of <u>ten thousand eight hundred ninety</u> Dollars & <u>zero</u> Cents Lump Sum	10,890.00	10,890.00
4	1	LS	Traffic Control, including all incidentals for the Lump Sum of <u>six thousand seven hundred fifty</u> Dollars & <u>zero</u> Cents Lump Sum	6,750.00	6,750.00
5	1	LS	Utility Bracing and Support, including all incidentals for the Lump Sum of <u>two thousand eight hundred seventy-five</u> Dollars & <u>zero</u> Cents Lump Sum	2,875.00	2,875.00
6	1,795	LF	Trench Safety for the sum of <u>two</u> Dollars & <u>zero</u> Cents Per Linear Foot	2.00	3,590.00
7	20	LF	Remove 6" Wastewater Pipe, including disposal and all incidentals for the sum of <u>three</u> Dollars & <u>zero</u> Cents Per Linear Foot	3.00	60.00
8	138	LF	Remove 8" Wastewater Pipe, including disposal and all incidentals for the sum of <u>three</u> Dollars & <u>zero</u> Cents Per Linear Foot	3.00	414.00
9	2	EA	Cut and Plug Ex. 8" Sanitary Sewer Pipe, including all incidentals for the sum of <u>three hundred sixteen</u> Dollars & <u>zero</u> Cents Per Each	316.00	632.00
10	3	EA	Plug Ex. Sewer Main Inside Manhole, including all incidentals for the sum of <u>four hundred seventy-five</u> Dollars & <u>zero</u> Cents Per Each	475.00	1,425.00
11	6	EA	Remove Ex. Manhole, including disposal and all incidentals for the sum of <u>one thousand seventy</u> Dollars & <u>zero</u> Cents Per Each	1,070.00	6,420.00

Central Business District (CBD) at the DART Railroad Sanitary Sewer Replacement Rehabilitation
BID# 2020-8-124 CIP# WA1908

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
12	1	EA	Relocate Ex. Water Valve, including all incidentals for the sum of <u>nine hundred eighty</u> Dollars & <u>zero</u> Cents Per Each	980.00	980.00
13	22	LF	6" PVC SDR-26 ASTM D2241 Gravity Wastewater Pipe by Open Cut, including embedment, backfill, compaction, and testing for the sum of <u>one hundred twenty</u> Dollars & <u>zero</u> Cents Per Linear Foot	120.00	2,640.00
14	75	LF	8" PVC SDR-26 ASTM D2241 Gravity Wastewater Pipe by Open Cut, including embedment, backfill, compaction, and testing for the sum of <u>one hundred ten</u> Dollars & <u>zero</u> Cents Per Linear Foot	110.00	8,250.00
15	10	LF	10" PVC SDR-26 ASTM D2241 Gravity Wastewater Pipe by Open Cut, including embedment, backfill, compaction, and testing for the sum of <u>one hundred sixteen</u> Dollars & <u>zero</u> Cents Per Linear Foot	116.00	1,160.00
16	1,496	LF	12" PVC SDR-26 ASTM D2241 Gravity Wastewater Pipe by Open Cut, including embedment, backfill, compaction, and testing for the sum of <u>eighty-seven</u> Dollars & <u>fifty</u> Cents Per Linear Foot	87.50	130,900.00
17	64	LF	8" PVC SDR-26 ASTM D2241 Inside Casing Pipe with Casing Spacers, including all incidentals for the sum of <u>ninety-five</u> Dollars & <u>zero</u> Cents Per Linear Foot	95.00	6,080.00
18	64	LF	16" Steel Casing Pipe (Aerial Crossing), including all incidentals for the sum of <u>four hundred forty-five</u> Dollars & <u>zero</u> Cents Per Linear Foot	445.00	28,480.00
19	1,859	LF	TV Inspection of proposed sewer lines, including all incidentals <u>three</u> Dollars & <u>fifty</u> Cents Per Linear Foot	3.50	6,506.50
20	6	EA	4' Dia. Standard Concrete Wastewater Manhole, including all incidentals for the sum of <u>six thousand six hundred fifty</u> Dollars & <u>zero</u> Cents Per Each	6,650.00	39,900.00
21	1	EA	4' Dia. Standard Sanitary Sewer Manhole Encased with 12" Cement Stabilized Sand, including all incidentals for the sum of <u>fourteen thousand three hundred</u> Dollars & <u>zero</u> Cents Per Each	14,300.00	14,300.00

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ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND	UNIT PRICE IN	EXTENDED AMOUNT
22	1	EA	4' Dia. Doghouse Manhole over Existing Sewer Main, including all <u>five thousand two hundred thirty</u> Dollars & <u>zero</u> Cents Per Each	5,230.00	5,230.00
23	1	EA	5' Dia. Drop Manhole Encased with 12" Cement Stabilized Sand, <u>sixteen thousand five hundred ninety</u> Dollars & <u>zero</u> Cents Per Each	16,590.00	16,590.00
24	1	EA	5' Dia. Drop Manhole With Type "S" Ring and Lid, including all <u>fourteen thousand two hundred fifty</u> Dollars & <u>zero</u> Cents Per Each	14,255.00	14,255.00
25	11	EA	Manhole Testing, including all incidentals for the sum of <u>two hundred thirty</u> Dollars & <u>zero</u> Cents Per Each	230.00	2,530.00
26	1	EA	Connect to Existing Manhole and Rework Invert, including all <u>two thousand four hundred</u> Dollars & <u>zero</u> Cents Per Each	2,400.00	2,400.00
27	1	EA	Connect to Existing 6" Sanitary Sewer Main, including all <u>one thousand four hundred fifty</u> Dollars & <u>zero</u> Cents Per Each	1,450.00	1,450.00
28	3	EA	Connect to Existing 8" Sanitary Sewer Main, including all <u>one thousand two hundred seventy</u> Dollars & <u>zero</u> Cents Per Each	1,270.00	3,810.000
29	1	EA	Connect to Existing 10" Sanitary Sewer Stubout, including all <u>eight hundred sixty</u> Dollars & <u>zero</u> Cents Per Each	860.00	860.00
30	3	EA	Transfer Ex. Sewer Lateral to New Main, including all incidentals <u>one thousand five hundred seventy</u> Dollars & <u>zero</u> Cents Per Each	1,575.00	4,725.00
31	2	EA	Tree Removal, including disposal and all incidentals for the sum of <u>one thousand seven hundred twenty</u> Dollars & <u>zero</u> Cents Per Each	1,725.00	3,450.00
32	767	SY	Hydromulch Seeding, including all incidentals for the sum of <u>four</u> Dollars & <u>seventy</u> Cents Per Square Yard	4.70	3,604.90
33	425	SY	Block Sodding, including all incidentals for the sum of <u>ten</u> Dollars & <u>ninety</u> Cents Per Square Yard	10.90	4,632.50

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ITEM NO.	EST QNTY	UNIT	DESCRIPTI ON AND PRICE IN	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
34	500	SY	8" Reinforced Concrete Pavement Remove and Replace, including <u>eighty-three</u> Dollars & <u>twenty-five</u> Cents Per Square Yard	83.25	41,625.00
35	5.2	TON	2" Hot Mix Asphalt Pavement, including all incidentals for the sum <u>six hundred</u> Dollars & <u>zero</u> Cents Per Ton	605.00	3,146.00
36	425	SY	4" Asphalt Base Course Remove and Replace, including removal & <u>forty-three</u> Dollars <u>fifty</u> Cents Per Square Yard	43.50	18,487.50
37	20	SY	Asphalt Driveway Remove and Replace, including removal and <u>one hundred seventy</u> Dollars & <u>zero</u> Cents Per Square Yard	170.00	3,400.00
38	30	LF	Chain Link Fence Remove and Replace, including removal and <u>fifty-seven</u> Dollars & <u>fifty</u> Cents Per Linear Foot	57.50	1,725.00
39	1	EA	Steel Tube Gate Remove and Replace, including removal and <u>one thousand one hundred thirty</u> Dollars & <u>zero</u> Cents Per Each	1,130.00	1,130.00
40	261	SY	Tied Concrete Block Erosion Control Mat, including all incidentals <u>eighty-four</u> Dollars & <u>fifty</u> Cents Per Square Yard	84.50	22,054.50
41	1	LS	Aerial Crossing Including Drilled Piers, Pier Cap, SST Straps, and <u>fourteen thousand nine hundred</u> Dollars & <u>zero</u> Cents Lump Sum	14,900.00	14,900.00
42	1	LS	Remove Existing Aerial Crossing Steel Columns, Concrete Piers, <u>five thousand three hundred ninety</u> Dollars & <u>zero</u> Cents Lump Sum	5,390.00	5,390.00

TOTAL

476,257.90

Central Business District (CBD) at the DART Railroad Sanitary Sewer Replacement Rehabilitation
 BID# 2020-8-124 CIP# WA1908

DART
CROSS

ITEM NO.	EST QNTY	UNIT	DESCRIPTI ON AND PRICE IN	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
43	192	LF	12" PVC SDR-26 ASTM D2241 Inside Casing Pipe with Casing <u>sixty three</u> Dollars & <u>zero</u> Cents Per Linear Foot	63.00	12,096.00
44	192	LF	24" Steel Casing Pipe, by Open Cut, including embedment, backfill, <u>two hundred forty-five</u> Dollars & <u>zero</u> Cents Per Linear Foot	245.00	47,040.00
45	3	EA	Tree Removal, <u>one thousand seven hundred twenty five</u> Dollars & <u>zero</u> Cents Per Each	1,725.00	5,175.00
46	427	SY	Hydromulch Seeding, including all incidentals for the sum of <u>seven</u> Dollars & <u>twenty five</u> Cents Per Square Yard	7.25	3,095.75
TOTAL					<u>67,406.75</u>

DART
CROSS

ITEM NO.	EST QNTY	UNIT	DESCRIPTI ON AND PRICE IN	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
47	192	LF	12" PVC SDR-26 ASTM D2241 Inside Casing Pipe with Casing <u>sixty three</u> Dollars & <u>zero</u> Cents Per Linear Foot	63.00	12,096.00
48	192	LF	24" Steel Casing Pipe By Other Than Open Cut, including all <u>four hundred twenty-five</u> Dollars & <u>zero</u> Cents Per Linear Foot	425.00	81,600.00
49	0.3	TON	2" Hot Mix Asphalt Pavement (additional amount for bore pit), <u>one thousand eight hundred</u> Dollars & <u>zero</u> Cents Per Each	1,805.00	541.50
50	25	SY	4" Asphalt Base Course Remove and Replace (additional amount <u>one hundred thirty</u> Dollars & <u>zero</u> Cents Per Square Yard	130.00	3,250.00

TOTAL - DART CROSSING BY BORE:

97,487.50

BID SUMMARY:

TOTAL - BASE BID:

476,257.90

TOTAL - BASE BID + DART CROSSING BY OPEN CUT:

543,664.65

TOTAL - BASE BID + DART CROSSING BY BORE:

573,745.40

BID ENDORSEMENT

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 200 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 work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

In the event of the award of a contract to the undersigned, the undersigned will furnish a Performance Bond and Payment Bond for the full amount of the contract

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the proposal and in the event of discrepancy the words shall control.

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 dated 10-22-20

Received Sub

Addendum No. 2 dated _____

Received _____

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks completed.

Base
Base + percent
Base + Base
Total Amount Bid \$ 476,257.90
543,664.65
573,748.40

Total Days Bid 200

By: BRIAN WOOD
(please print contractor name)

Signature: B. Wood

Title: VICE-PRESIDENT

421 COMPTON AVE

Address

DALLAS, IRVING, TX 75061

County, City, State, and Zip

972-399-1066

Telephone, e-mail address

Seal and Authorization

(If a corporation)

