

STATE OF TEXAS §

§

**AGREEMENT FOR TERM STREETLIGHT
MAINTENANCE AND REPAIR**

COUNTY OF COLLIN §

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and Standard Utility Construction, Inc. ("Contractor") acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to engage the Contractor to perform streetlight maintenance and repair in accordance with the bid specifications attached hereto as Exhibit "A" ("Specifications"); and

WHEREAS, Contractor desires to provide services to City in accordance with its response to Specifications attached hereto as Exhibit "A";

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Article I
Term**

The term of this Agreement shall begin on December 13, 2017 (the "Effective Date") and continue until December 12, 2018, unless earlier terminated as provided herein (the "Initial Term"). City maintains the right to renew this Agreement for up to two (2) additional renewal terms of one (1) year at the City's sole discretion, the first renewal term beginning on December 13, 2018. The City may exercise its right to renew this Agreement by providing Contractor written notice thereof thirty (30) days prior to the expiration of the Initial Term or renewal term, as the case may be.

**Article II
Contract Documents**

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. City's Request for Bid #2017-8-126 ("Specifications"); and
- C. Contractor's Response to City's Invitation for Bid #2017-8-126 ("Response").

Article III Scope of Services

Contractor shall provide the Services specifically set forth in the Specifications, including those requirements in the sample contract to the extent they do not conflict with this Agreement, as contained in Exhibit "A," which is attached hereto and made a part of this Agreement for all purposes.

Article IV Schedule of Work

Contractor agrees to commence Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit "A," including the Requirements in the sample contract to the extent they do not conflict with this Agreement.

Article V Compensation and Method of Payment

5.1 Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Contractor shall not exceed **\$180,000.00** (*one hundred eighty thousand dollars and x/100/cents*) during the Initial Term or any renewal term under this Agreement. Contractor shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit "A." Upon approval, City shall compensate Contractor as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered an approved written invoice for Services completed.

2.2 Additional Work. Items other than set forth in Exhibit "A", when requested in writing by the City, shall be negotiated or bid at a rate specific to the work to be added to the contract.

Article VI Notice to Proceed

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a written Notice to Proceed from City shall be entirely at Contractor's own risk. Work performed and expenses incurred after Contractor has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VII Suspension of Work

City shall have the right to immediately suspend work by Contractor if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VIII Devotion of Time; Personnel; and Equipment

8.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

8.3 The Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article IX Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;

- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Contractor terminate this Agreement under this provision, Contractor shall further state the reason(s) for termination in its written notice;
- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or "Event of Bankruptcy" shall mean the dissolution or termination (other than a dissolution or termination by reason of Company merging with an affiliate of Company) of Company's existence as a going business, insolvency, appointment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

Article XI

Insurance

11.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Contractor's employees involved in the provision of services under this Agreement.

11.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

11.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article XII Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

12.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

12.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.7 Independent Contractor. It is understood and agreed by and between the parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of Allen, Texas
Attn: City Manager
Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013
Facsimile: _____

with copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager
& Smith, L.L.P.
500 N. Akard, 1800 Lincoln Plaza
Dallas, Texas 75201
Facsimile: 214-965-0010

If intended for Contractor:
Standard Utility Construction, Inc.
2630 W. Freeway Ste. 200
Fort Worth, Texas 76102
Facsimile: 817-738-7864

12.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

12.10 Exhibits and Recitals. The exhibits attached hereto and the Recitals are incorporated herein and made a part hereof for all purposes.

12.11 Indemnification. Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

12.12 Audits and Records. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.13 Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.14 Warranty. The Contractor warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

12.15 Uniforms. Contractor shall provide and require its employees to wear a uniform that bears the company name, logo, and the employee's name. Uniforms are not to be dirty, stained, or torn. Uniforms shall be worn at all times while on the job. Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of Contractor working on right-of-ways or medians must utilize personal protective equipment such as safety vests to insure their visibility to drivers.

12.16 Warning Devices and Barricades. The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by the City to protect persons or property in, near or adjacent to the jobsite. The contractor shall comply with all applicable Federal, State, and Local Laws regarding occupational safety and health as well as providing protection of the environment. This shall include but not be limited to compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to the Contractor for such measures.

12.17 Protection of Utilities. The Contractor shall use best efforts to leave undisturbed and uninterrupted all irrigation systems, utilities, and utility services provided to the job site or which presently exist at, above, or beneath the location where the work is to be performed. In the event that any irrigation system, utility, or utility service is disturbed or damaged during the progress of the work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense. The Contractor is responsible for an inspection of the site prior to commencing work on site to ensure that no damage is existing or will not occur when maintenance begins. If damage is noted or if probable damage will occur then it is the contractor's responsibility to notify the City of Allen representative so that the City of Allen can take action to correct and document the problem(s). The contractor is responsible for the replacement of all irrigation heads that are damaged with like equipment approved by the City of Allen.

12.18 Prohibition of Boycott Israel. Consultant verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

EXECUTED this _____ day of _____, 20____.

CITY OF ALLEN

By: _____
PETER H. VARGAS, CITY MANAGER

Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013

ATTEST

SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this 1 day of November, 2017.

Standard Utility Construction, Inc.

Vendor Name

By: 
Signature of Authorized Officer

Name: Greg Pinkerton
Print Name

Title: Vice President Operations

2630 W. Freeway Suite 200
Fort Worth, TX 76102

EXHIBIT "A"
SPECIFICATIONS AND RESPONSE

1. City's Request for Bid #2017-8-126 ("Specifications"); and
2. Contractor's Response to City's Invitation for Bid #2017-8-126 ("Response").

**SECTION IV
BIDDER'S PROPOSAL & BID SCHEDULE**

**BID SCHEDULE SHALL BE AS OUTLINED ON THE FOLLOWING PAGE(S).
THE BIDDER/PURCHASER IS DIRECTED TO EXECUTE THE SIGNATURE
PAGE IMMEDIATELY FOLLOWING THE SCHEDULE FORM.**

All estimated quantities stipulated in the Bid Proposal or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts.

TERM CONTRACT FOR STREETLIGHT MAINTENANCE AND REPAIR
BID# 2017-8-126 ST#1714
BIDDERS PROPOSAL

MAINTENANCE AND REPAIR

ITEM NO.	EST ONTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
1	2,500	LIGHT	Contractor's yearly compensation for routine maintenance performed under the scope of work for streetlight maintenance & repair will be calculated by multiplying the flat yearly cost per light for routine maintenance (shown below) by the number of lights provided. Contractor will be compensated monthly (i.e. total bid amount/12 months). Contractor will be compensated for any services notlisted under Routine Maintenance (SECTION III), using the hourly labor and equipment rates below. Complete and in place, for the sum of Forty Three _____ Dollars & Thirty Four _____ Cents Per Light	\$43.34	\$108,350.00

TOTAL MAINTENANCE AND REPAIR:

\$108,350.00

EMERGENCY RESPONSE

ITEM NO.	EST ONTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
2	2	EA	Emergency response (within 2 hours of notification) to clear knocked down streetlight from street and secure all electrical hazards. Complete and in place, for the sum of One Hundred Twenty Seven _____ Dollars & Sixty One _____ Cents Each	\$127.61	\$255.22
3	2	EA	Emergency response within US-75 right-of-way (within 2 hours of notification) to clear knocked down streetlight from access road or main lanes and secure all electrical hazards, including additional barricading as needed. Complete and in place, for the sum of Three Hundred Sixteen _____ Dollars & Seventy Six _____ Cents Each	\$316.76	\$633.52

TOTAL EMERGENCY RESPONSE:

\$888.74

TERM CONTRACT FOR STREETLIGHT MAINTENANCE AND REPAIR
BID# 2017-8-126 ST#1714
BIDDERS PROPOSAL

BORING (Including Labor, Equipment, Etc.)

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
4	30	LF	Directional boring, dirt, install up to 3" conduit or C.I.C. includes excavation necessary for setup and recovery pit, potholing, normal compaction, disposition of spoil and pull string (as applicable). Complete and in place, for the sum of Twenty Nine _____ Dollars & Forty _____ Cents per Linear Foot	\$29.40	\$882.00
5	30	LF	Directional boring, dirt, install up to 4" to 6" conduit or C.I.C. includes excavation necessary for setup and recovery pit, potholing, normal compaction, disposition of spoil and pull string (as applicable). Complete and in place, for the sum of Thirty _____ Dollars & Twelve _____ Cents per Linear Foot	\$30.12	\$903.60
6	30	LF	Directional boring, chunk rock, install up to 3" conduit or C.I.C. includes excavation necessary for setup and recovery pit, potholing, normal compaction, disposition of spoil and pull string (as applicable). Complete and in place, for the sum of Forty Eight _____ Dollars & Eighty Five _____ Cents per Linear Foot	\$48.85	\$1,465.50
7	30	LF	Directional boring, chunk rock, install up to 4" to 6" conduit or C.I.C. includes excavation necessary for setup and recovery pit, potholing, normal compaction, disposition of spoil and pull string (as applicable). Complete and in place, for the sum of Forty Nine _____ Dollars & Fifty Seven _____ Cents per Linear Foot	\$49.57	\$1,487.10
8	30	LF	Directional boring, rock, install up to 3" conduit or C.I.C. includes excavation necessary for setup and recovery pit, potholing, normal compaction, disposition of spoil and pull string (as applicable). Complete and in place, for the sum of Forty Eight _____ Dollars & Eighty Five _____ Cents per Linear Foot	\$48.85	\$1,465.50
9	30	LF	Directional boring, rock, install up to 4" to 6" conduit or C.I.C. includes excavation necessary for setup and recovery pit, potholing, normal compaction, disposition of spoil and pull string (as applicable). Complete and in place, for the sum of Forty Nine _____ Dollars & Fifty Seven _____ Cents per Linear Foot	\$49.57	\$1,487.10

TOTAL BORING:

\$7,690.80

REMOVAL AND REPLACEMENT (Including Labor, Equipment, Etc.)

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
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TERM CONTRACT FOR STREETLIGHT MAINTENANCE AND REPAIR
BID# 2017-8-126 ST#1714
BIDDERS PROPOSAL

10	1	EA	Remove and replace Type A light base, pole and light fixture including all incidentals. Complete and in place, for the sum of Four Thousand Four Hundred Thirty Two Dollars & Forty Eight Cents per Each	\$4,432.48	\$4,432.48
11	2	EA	Remove and replace Type B (25') light base, pole, and light fixture including all incidentals. Complete and in place, for the sum of Five Thousand One Hundred One Dollars & Fifty Cents per Each	\$5,101.50	\$10,203.00
12	2	EA	Remove and replace Type B (30') light base, pole and light fixture including all incidentals. Complete and in place, for the sum of Five Thousand Three Hundred Eighteen Dollars & Thirty Six Cents per Each	\$5,318.36	\$10,636.72
13	2	EA	Remove and replace Type B (40') light base, pole, and light fixture including all incidentals. Complete and in place, for the sum of Three Thousand Two Hundred Ninety Four Dollars & Eighty Five Cents per Each	\$3,294.85	\$6,589.70
14	2	EA	Remove and replace Type C (25') light base, pole, and light fixture including all incidentals. Complete and in place, for the sum of Three Thousand Two Hundred Ninety Four Dollars & Eighty Five Cents per Each	\$3,294.85	\$6,589.70
15	2	EA	Remove and replace Type C (30') light base, pole, and light fixture including all incidentals. Complete and in place, for the sum of Three Thousand Four Hundred Ninety Four Dollars & Thirty Six Cents per Each	\$3,494.36	\$6,988.72
16	2	EA	Remove and replace Type D light base, pole, and light fixture including all incidentals. Complete and in place, for the sum of Three Thousand Two Hundred Ninety Four Dollars & Eighty Five Cents per Each	\$3,294.85	\$6,589.70
17	2	EA	Remove and replace Type E light base, pole, and light fixture including all incidentals. Complete and in place, for the sum of Four Thousand One Hundred Seventy Seven Dollars & Sixty Six Cents per Each	\$4,177.66	\$8,355.32

TERM CONTRACT FOR STREETLIGHT MAINTENANCE AND REPAIR
BID# 2017-8-126 ST#1714
BIDDERS PROPOSAL

REMOVAL AND REPLACEMENT (Including Labor, Equipment, Etc.)

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
18	5	EA	Deduct to salvage the existing base in the event it can be salvaged for Items 9-16 One Thousand Sixty Seven Dollars & Sixty Six Cents per Each	\$1,067.66	\$5,338.30
19	10	EA	Construct new foundation using City supplied concrete, including but not limited to, excavation, forming, steel cage, bolts, ground rod, repairing damaged conduit, backfill area, median restoration (concrete, brick, or sod). Complete and in place, for the sum of One Thousand Thirty Seven Dollars & Cents per Each	\$1,000.37	\$10,003.70
20	80	EA	Remove and replace existing ballasts and light bulbs for US-75 mainlane and frontage road lighting, including all incidentals. Complete and in place, for the sum of One Hundred Five Sixty Eight Dollars & Cents per Each	\$105.68	\$8,454.40
21	4,000	LF	Remove and replace #6 XHHW wire for US-75 mainlane and frontage road lighting, including all incidentals. Complete and in place, for the sum of One Forty Four Cents per Linear Foot	\$1.44	\$5,760.00

TOTAL REMOVAL AND REPLACEMENT:

\$89,941.74

LABOR (Emergency Response & Other Service Activities Not Included In Regular Bid Items)

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
22	20	HR	Working Foreman, Complete and in place, for the sum of Seventy Nine Eighty Four Dollars & Cents per Hour	\$79.84	\$1,596.80
23	40	HR	Skilled Labor A. Qualified to work on energized equipment. Complete and in place, the sum Forty Five Forty Two Dollars & Cents per Hour	\$45.42	\$1,816.80

TERM CONTRACT FOR STREETLIGHT MAINTENANCE AND REPAIR
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BIDDERS PROPOSAL

LABOR (Emergency Response & Other Service Activities Not Included In Regular Bid Items)

ITEM NO.	EST ONTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
24	40	HR	Skilled Labor B. Qualified for de-energized work and/or operator. Complete and in place, for the sum of Forty _____ Dollars & Eighty Three _____ Cents per Hour	\$40.83	\$1,633.20

TOTAL LABOR: \$5,046.80

EQUIPMENT (Emergency Response & Other Service Activities Not Included In Regular Bid Items)

ITEM NO.	EST ONTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
25	20	HR	½ to 1 Ton Truck. Complete and in place, for the sum of Eleven _____ Dollars & Twenty Five _____ Cents per Hour	\$11.25	\$225.00
26	40	HR	Bucket Truck. Complete and in place, for the sum of Forty Five _____ Dollars & Thirty Eight _____ Cents per Hour	\$45.38	\$1,815.20
27	40	HR	Boom Truck. Complete and in place, for the sum of Forty Eight _____ Dollars & Eight _____ Cents per Hour	\$48.08	\$1,923.20
28	20	HR	Digger Truck. Complete and in place, for the sum of Forty Eight _____ Dollars & Eight _____ Cents per Hour	\$48.08	\$961.60
29	40	HR	Trencher (Rubber Tire & Walk Behind) Either type may be required depending on the situation. Complete and in place, for the sum of Fifty Two _____ Dollars & Seventy Nine _____ Cents per Hour	\$52.79	\$2,111.60

TERM CONTRACT FOR STREETLIGHT MAINTENANCE AND REPAIR
BID# 2017-8-126 ST#1714
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EQUIPMENT (Emergency Response & Other Service Activities Not Included In Regular Bid Items)

ITEM NO.	EST ONTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
30	40	HR	Vacuum Excavation Truck. Complete and in place, for the sum of Eighty Seven _____ Dollars & Fifty Three _____ Cents per Hour	\$87.53	\$3,501.20
31	40	HR	Air compressor (e.g. Sullair) Includes associated tools and equipment. Complete and in place, for the sum of Eleven _____ Dollars & Twelve _____ Cents per Hour	\$11.12	\$444.80
32	10	HR	Quick Saw Includes associated tools and equipment. Complete and in place, for the sum of Ten _____ Dollars & Fifty _____ Cents per Hour	\$10.50	\$105.00
33	6	HR	Additional equipment necessary to lower, raise and test hig mast lighting. Complete and in place, for the sum of Ten _____ Dollars & FIFTY _____ Cents per Hour	\$10.50	\$63.00

TOTAL EQUIPMENT:

\$11,150.60

LABOR & EQUIPMENT (Emergency response & other service activities not included in regular bid items)

ITEM NO.	EST ONTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
34	40	HR	2 Person fault crew. Includes one foreman, one skilled labor A and a pickup. Complete and in place, for the sum of One Hundred Twenty Two _____ Dollars & Twenty Five _____ Cents per Hour	\$122.25	\$4,890.00
35	40	HR	3 Person maintenance crew. Includes one foreman, one skilled labor A, one skilled labor B and a pickup. Complete and in place, for the sum of One Hundred Sixty Three _____ Dollars & Eight _____ Cents per Hour	\$163.08	\$6,523.20

TERM CONTRACT FOR STREETLIGHT MAINTENANCE AND REPAIR
BID# 2017-8-126 ST#1714
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LABOR & EQUIPMENT (Emergency response & other service activities not included in regular bid items)

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
36	40	HR	2 Person large bucket crew. Includes one foreman, one skilled Labor A and a large bucket truck. Complete and in place, for the sum of One Hundred Fifty Eight Dollars & Thirty Eight Cents per Hour	\$158.38	\$6,335.20

TOTAL LABOR & EQUIPMENT: \$17,748.40

PROPOSAL SUMMARY

TOTAL MAINTENANCE AND REPAIR:	\$108,350.00
TOTAL EMERGENCY RESPONSE:	\$888.74
TOTAL BORING:	\$7,690.80
TOTAL REMOVAL AND REPLACEMENT:	\$89,941.74
TOTAL LABOR:	\$5,046.80
TOTAL EQUIPMENT:	\$11,150.60
TOTAL LABOR & EQUIPMENT:	\$17,748.40
<u>TOTAL BID</u>	<u>\$240,817.08</u>

Additional discount off list price for items not listed in the bid to be offered to the City of Allen _____ %

BID ENDORSEMENT

The Contractor hereby agrees to commence work on Wednesday December 13, 2017 and to complete the same on Wednesday December 12, 2018, 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 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	<u>10/20/2017</u>	Received	<u>10/23/2017</u>
Addendum No. 2 dated	<u> </u>	Received	<u> </u>
Addendum No. 3 dated	<u> </u>	Received	<u> </u>

Prohibition of Boycott Israel. Vendor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

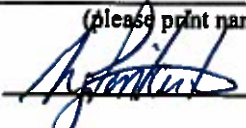
The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals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

Total Amount Bid: \$

Standard Utility Construction, Inc.

Contractor

By: Greg Pinkerton
(please print name)

Signature: 

Title: Vice President Operations

Seal and Authorization
(If a Corporation)

2630 W. Freeway Ste. 200
Address

Fort Worth, Tarrant, TX 76102
City, County, State and Zip

(817) 738-8400 (817) 738-7864
Telephone Fax No.

E-Mail Address: gregpinkerton@standard-
utility.com