CITY COUNCIL AGENDA

Wednesday, January 14, 2026
9:00 am

CITY OF TYLER
A Natural Beauty

CITY COUNCIL
Donald P. Warren, Mayor
Stuart Hene, District 1
Petra Hawkins, District 2
Shonda Marsh, District 3
James Wynne, District 4
Lloyd Nichols, District 5
Brad Curtis, District 6

CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS - CITY HALL

City Hall, City Council Chambers
212 N. Bonner Avenue, 2nd Floor
Tyler, Texas
Follow us on Facebook Live at:
https://www.facebook.com/CityofTylerTexas/
Wednesday, January 14, 2026
9:00 am

Internet website http://www.cityoftyler.org and Cable Access Channel 3

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COURTESY RULES

Thank you for your presence. The City Council appreciates your interest in Tyler City Government. To ensure fairness and orderly meetings, the Council has adopted rules of courtesy which apply to all members of the Council, Administrative Staff, News Media, Citizens and Visitors. If you wish to address the Council, please fill out the information on the IPAD located outside the Council Chambers. Speakers will be heard as the individual item(s) in which they have registered an interest come before the Council. Your remarks will be limited in duration depending on the number of people wanting to speak on a particular item. Comments to the City Council should only be made from the podium. This will ensure that the comments are picked up by the microphones and are made a part of the official record. Delay or interruption of the proceedings will not be tolerated.

INVOCATION

PLEDGE OF ALLEGIANCE

MINUTES

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas, held on October 22, 2025.

PRESENTATION

P-1 Request that the City Council consider receiving an updated presentation on the progress of the Lake Tyler Master Plan for Tyler Water Utilities.

P-2 Request that the City Council consider receiving an updated presentation on the progress of the Tyler Tomorrow Comprehensive Plan.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to award Bid No. 26-005 to Cowboy Custom Curbing to furnish all necessary materials, equipment, superintendence, and labor for the landscape beds for the Tyler Municipal Rose Garden concrete curbing project.

M-2 Request that the City Council consider accepting the donation of $100,000 for the Faulkner Tennis Center.

M-3 Request that the City Council consider authorizing the City Manager to execute a contract amendment in the amount of $195,675.00 with KSA Engineers, Inc., for additional services related to the Golden Road Water Treatment Plant Filters 11-14 Rehabilitation Project, including necessary repairs to the filters at the Lake Palestine Water Treatment Plant.

CONSENT

(These items are considered to be routine or have been previously discussed, and can be approved in one motion, unless a Council Member asks for separate consideration of an item.)

C-A-1 Request that the City Council consider authorizing the City Manager to ratify an expenditure in the amount of $145,999.41 Advanced Water Well Technologies for the emergency repairs to the #1 High Service Pump & Motor located at the Lake Palestine Water Plant.

C-A-2 Request that the City Council consider authorizing the City Manager to purchase the City vehicles and equipment identified from Bid No. 26-002.

C-A-3 Request that the City Council consider authorizing the City Manager to approve a Reconciliation Change Order and approve the release of retainage in the amount of $5,749.00 to A-10 Construction Land Improvement , LLC., for the Median Infill and Southside Parking Expansion Project.

C-A-4 Request that the City Council consider authorizing the City Manager to execute an additional services agreement with Halff Associates, Inc. in the amount of

$43,155.00 for the Shiloh Road Improvements and Widening preliminary engineering report.

C-A-5 Request that the City Council consider authorizing the City Manager to execute Amendment No.2 to Halff Associates, Inc. Work Order No. 1 in an amount not to exceed $7,602.63 to provide additional services for the 2022 Highway Safety Improvement Projects.

C-A-6 Request that the City Council consider authorizing the City Manager to execute Contract No. 103772, Work Order No. 7 for $149,300.00 with KSA Engineers for engineering services for Grant 59 Runway 13-31 Rehabilitation Preliminary Engineering Report (PER) through the 2023 approved Master Service agreement with Tyler Pounds Regional Airport.

C-A-7 Request that the City Council consider authorizing the City Manager to execute the lease amendment for Mewbourne Oil Company at Tyler Pounds Regional Airport.

C-A-8 Request that the City Council consider authorizing the City Manager to approve the reconciliation change order that will reduce the current contract price by $138,586.20 for the 2024 Water Meter Replacement Program, HGAC Contract Number - 20-00808, and release retainage in the Final Pay Estimate. The final contract amount for the completed project is $4,173,913.80.

C-A-9 Request that the City Council consider authorizing the City Manager to approve a reconciliation change order increasing the contract amount by $571,597.56 and to release the final retainage payment of $10,808.43 to Lone Star Land Enhancements, LLC, for Right of Way Clearing (Bid No. 22-035).

C-A-10 Request that the City Council consider authorizing the City Manager to approve a reconciliation change order increasing the contract amount by $41,357.91 and to release the final retainage payment of $414,598.73 to C&A Construction, LLC for the Consent Decree Group 5 Remedial Measures Open Cut project (Bid 23-039).

C-A-11 Request that the City Council consider authorizing the ratification of a total expenditure in the amount of $282,170.22 to United Rentals for emergency bypass pumping required to repair the 24" Sanitary Sewer Line at Southside Wastewater Treatment Plant.

C-A-12 Request that the City Council consider authorizing the City Manager to execute contract amendment with Pape Dawson Consulting Engineers, LLC for additional design and construction administration services for the Consent Decree Group 8 Remedial Measures Implementation in the amount of $2,492,400.00.

C-A-13 Request that the City Council consider adoption of a Resolution authorizing the City Manager, on behalf of the Tyler Police Department, to apply for and accept funding from the Department of Justice through the Edward Byrne Memorial Justice Assistance Grant (JAG), FY2027 in the amount of $44,214.00 to fund the purchase of digital message board trailers.

CITY MANAGER'S REPORT

ADJOURNMENT

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. P-1

Date: January 14, 2026

Subject: Request that the City Council consider receiving an updated presentation on the progress of the Lake Tyler Master Plan for Tyler Water Utilities.

Item Reference: **Agenda Item M-1; 07/24/2024**

The current Lake Tyler Master Plan was adopted by the City of Tyler on April 27, 2011 and the City has decided to update this Master Plan. This updated Master Plan will revisit recommendations made in the current Master Plan and make edits and/or additions to that Master Plan to meet the current and future needs of the City at Lake Tyler and Lake Tyler East. Halff's objective will be to provide the City with a viable set of recommendations to guide decision-making with regard to development opportunities and establish policies for their implementation. Planning and development, recreation, and water quality are among focus areas of the proposed master plan for evaluation and opportunities to recommend positive impacts for both lakes. Halff's intention is to take a comprehensive look at both reservoirs and surrounding areas/properties to discuss with the City and various stakeholder groups and residents to gather information and input from these critical sources, with the desired outcome being a holistic, coherent, and well-conceived Master Plan.

This presentation will provide an update on Tyler Water Utilities' Lake Tyler Master Plan.

RECOMMENDATION:

It is recommended that the City Council receive an update presentation on the progress of the Lake Tyler Master Plan for Tyler Water Utilities.

Drafted/Recommended By:
Department Leader Nikki Ingram, PE, Project Engineer/ Kate Dietz, PE, Director of Utilities

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. P-2

Date: January 14, 2026

Subject: Request that the City Council consider receiving an updated presentation on the progress of the Tyler Tomorrow Comprehensive Plan.

Item Reference:

The Tyler Tomorrow Comprehensive Plan process began in Fall 2024 with project initiation and data gathering. The plan is intended to guide land use, infrastructure, housing, transportation, economic development, and public investment decisions over the long term. The planning process is structured around multiple phases, including visioning, community engagement, policy development, and implementation.

The project is currently in the Plan Development, Policies, and Growth Strategies phase, following completion of early visioning and engagement activities. Key milestones achieved to date include:
- Data gathering and baseline analysis
- Development of vision and values informed by community input
- Completion of a statistically valid community survey
- Four Comprehensive Plan Steering Committee meetings
- Extensive public outreach through community events, stakeholder interviews, and a community open house

In addition, a series of engagement activities were conducted throughout 2025, including the project kickoff, City Council retreat, State of the City, neighborhood events, and targeted stakeholder meetings.

Public input to date has consistently highlighted the following priorities:
- Transportation and traffic management improvements, including sidewalks, trails, and multimodal options
- Infrastructure capacity and public services
- Housing quality, affordability, and neighborhood character
- Preservation of natural resources, including tree canopy and water availability
- Investment in arts, culture, and Tyler's community identity

Upcoming work will focus on finalizing plan chapters related to land use, housing, infrastructure, transportation and mobility, and economic development. Staff and the consultant team will continue to refine implementation strategies, identify funding considerations, and conduct additional public hearings and outreach activities. The plan is anticipated to be presented for adoption in early 2026.

RECOMMENDATION:

It is recommended that the City Council receive an update presentation on the progress of the Tyler Tomorrow Comprehensive Plan.

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, Planning Director

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: January 14, 2026

Subject: Request that the City Council consider authorizing the City Manager to award Bid No. 26-005 to Cowboy Custom Curbing to furnish all necessary materials, equipment, superintendence, and labor for the landscape beds for the Tyler Municipal Rose Garden concrete curbing project.

Item Reference:

On Friday, November 14 and Friday, November 21, 2025, the City of Tyler advertised bids to furnish all necessary materials, equipment, superintendence, and labor for the landscape beds for the Tyler Municipal Rose Garden concrete curbing project. Bids were opened on Tuesday, December 9, 2025. There was one bidder: Cowboy Custom Curbing.

Due to the variability of the project needs once in progress, the vendor bid at a rate of $13 per linear foot, with potential additional concrete for surface leveling at a rate of $6 per 80-pound bag.

Cowboy Custom Curbing has provided concrete curbing for the Tyler Municipal Rose Garden previously and is recommended by staff based on the quality of work and professional knowledge. It is recommended that Cowboy Custom Curbing be awarded Bid No. 26-005.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to award Bid No. 26-005 to Cowboy Custom Curbing to furnish all necessary materials, equipment, superintendence, and labor for the landscape beds for the Tyler Municipal Rose Garden concrete curbing project.

Attachments:
Bid # 26-005 Concrete Curbing Project at the Rose Garden
Bid No. 26-005

Drafted/Recommended By:
Department Leader Leanne Robinette, Director of Parks and Recreation

Edited/Submitted By:
City Manager

Purchasing Department
Bid "As Read Results"

City of Tyler Bid No. / Description / Managing Department: 26-005 Concrete Curbing Project at the Rose Garden, Parks/J. Barboza

Date Opened: December 9, 2025

	Vendor	Vendor	Vendor	Vendor	Vendor
	Marcus Stott Cowboy Custom Curbing				
Unit Cost	$13 / Linear Ft. add.-6 / 80 lb bag.				
Total					
Bid Bond					
Addenda					
Base Bid					
Alternate 1					
Alternate 2					
Alternate 3					
Alternate 4					
Base Bid + Alternates					

Purchasing Personnel in attendance:

Purchasing Manager

Signature: _____

Purchasing Agent

Signature: _____

Bid #: 26-005

Rose Garden curbing project.

Submitted by: Cowboy Custom Curbing, LLC
Marcus Statt

[redacted] $13/linear ft.

Cowboy Custom Curbing will follow all prescribed steps outlined in the bid application.

Bid estimate will be as such,

① Concrete curbing will be installed at a rate of $13/linear ft. Cost will include colored, stamped curbing. with steel cable reinforcement incorporated to increase strength.

② All removed lumber will be removed from site

③ Additional Concrete will be used to level up a suitable surface to lay curb on at a rate of $6/80lb bag.

Marcus Statt
208-206-8064

Project Overview

This proposal outlines the scope of work for the removal and replacement of existing bed borders with new colored and sealed concrete curbing. The project will enhance the durability, appearance, and maintenance efficiency of landscaped areas.

Scope of Work

1. Bed Preparation

- Remove all existing wooden bed borders.
- Excavate down to the original concrete bed border.
- Properly dispose of all removed wooden materials in accordance with local regulations.

2. Base Layer Installation

- Pour a layer of regular concrete to raise the bed height to match the surrounding ground level.
- Ensure a level and stable foundation for the final curbing installation.

3. Final Curbing Installation

- Pour the finished concrete curbing over the prepared base.
- Integrate color into the concrete mix as specified.
- Apply a high-quality concrete sealant to protect the surface and enhance visual appeal.

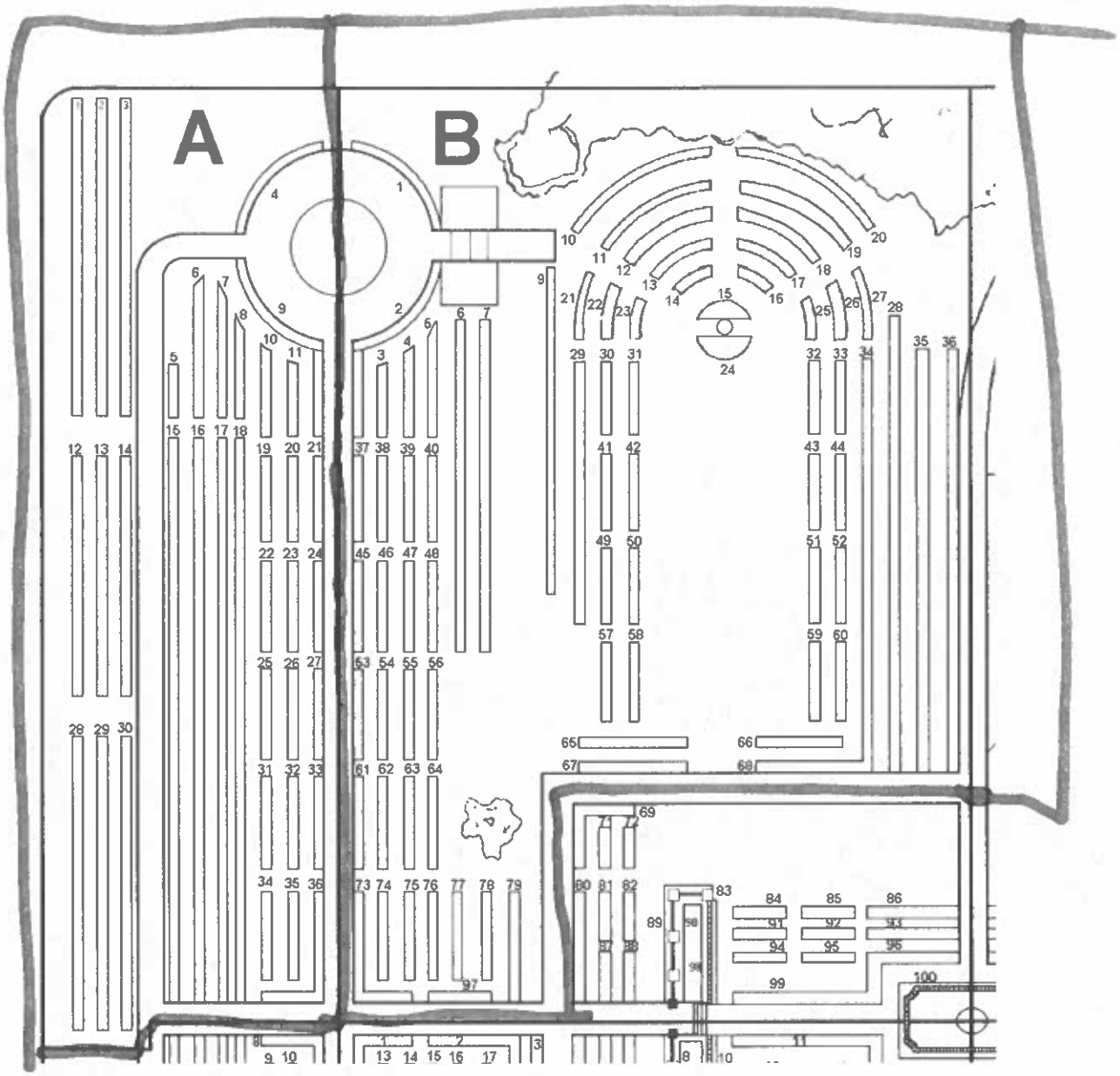
Project Specifications

- **Total Linear Footage:** Approximately **16,517 linear feet**
- **Concrete Type:** Standard mix with integrated color
- **Finish:** Sealed for durability and weather resistance
- **Disposal:** All removed wooden materials to be hauled off and properly disposed

Additional Notes

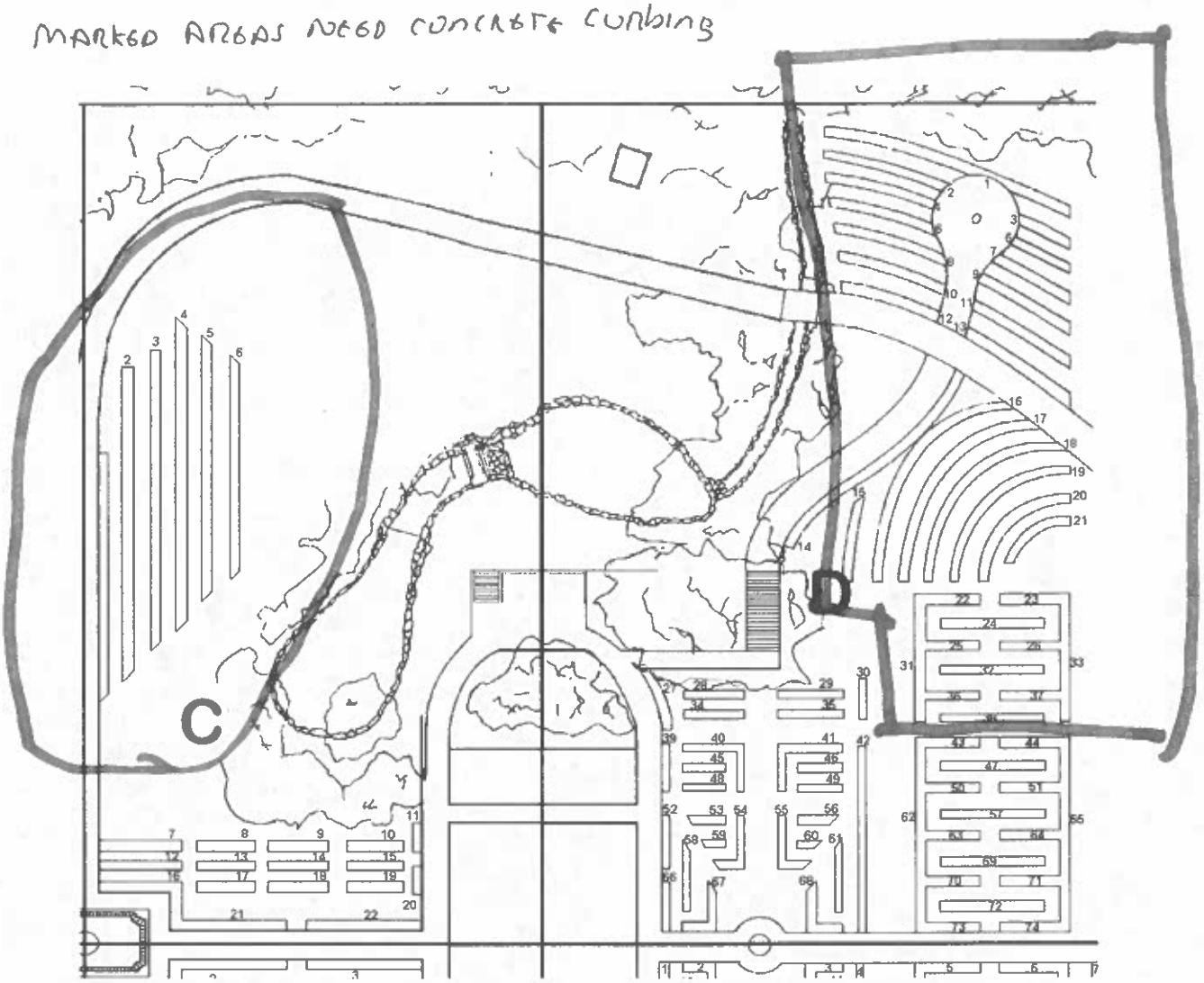
- Work will be scheduled to minimize disruption to public access and park operations.
- All work will comply with applicable city codes and environmental standards.

MARKED AREA NEEDS CONCRETE CURBING



Bed	Variety						
01	DUCHER	06	BRONZE STAR	10	-CLOSED-	11	GOLDEN DEN
02	EUROPEAN	06	APRICOT AND CREAM	11	DON JUAN	12	PEACE
03	CALIFORNIA DREAMIN	07	PURPLE SPLASH	11	BLAZEN	13	ABOVE ALL
04	GREETINGS	07	RING OF FIRE	11	GOLDEN SHOWERS	14	GENTIL GIANT
05	TOULOUSE LAUTREC	07	CR 2	11	RED MASTERPIECE	15	MIRANDA LAMBERT
06	RAINBOW KNOCKOUT	07	ORA 72	11	JOSEPH'S COAT	16	PRINCESS DE MONACO
06	BIG MAMA	08	-CLOSED-	11	FOURTH OF JULY	17	GOOD 'N' PLENTY
		09	-CLOSED-	11	ORANGE MASTERPIECE	18	SPARKLE AND SHINE

MARKED AREAS NEED CONCRETE CURBING



02	PIPE DREAMS	04	MALAGUENA	06	HAWKEYE BELLE	09	KATY ROAD PINK
02	PRAIRIE BREEZE	04	MAYTIME	06	HERMINA	09	ELSIE POULSEN
02	PRAIRIE CLOGGER	04	MOUNTAIN MUSIC	06	HI, NEIGHBOR	10	MONSIEUR TILLIE
02	PRAIRIE FLOWER	04	MUSIC MAKER	07	CALDWELL PINK	10	MRS. DUDLEY CROSS
02	PRAIRIE HARVEST	04	MUSICALE	07	BELINDA'S DREAM	10	PUERTO RICO
02	PRAIRIE LASS	04	PINK PICCOLO	08	AMIGA MIA	10	SOUV DE ST. ANNE'S
02	PRAIRIE PRINCESS	05	THE FAIRY	08	APRIL MOON	10	SPICE
02	PRAIRIE SQUIRE	05	PERLE D'OR	08	AUNT HONEY	11	ARETHUSA
02	PRAIRIE STAR	06	DISTANT DRUMS	08	BARN DANCE	11	BON SILENE
02	PRAIRIE SUNRISE	06	EARTH SONG	08	BLUE SKIES	11	CECILE BRUNER
03	SEAFOAM	06	ELLEN'S JOY	08	BUCKAROO	11	CLOTILDE SOUPER
04	HONEY SWEET	06	ENCHANTED AUTUMN	08	CAREFREE BEAUTY	11	COMTESSE DU CAY
04	JOSEPH F. LAMB	06	FRECKLES	08	COUNTRY DANCER	11	DUCHER
04	LES SJULIN	06	GOLDEN UNICORN	08	COUNTRYMAN	11	DUCHESSE DE

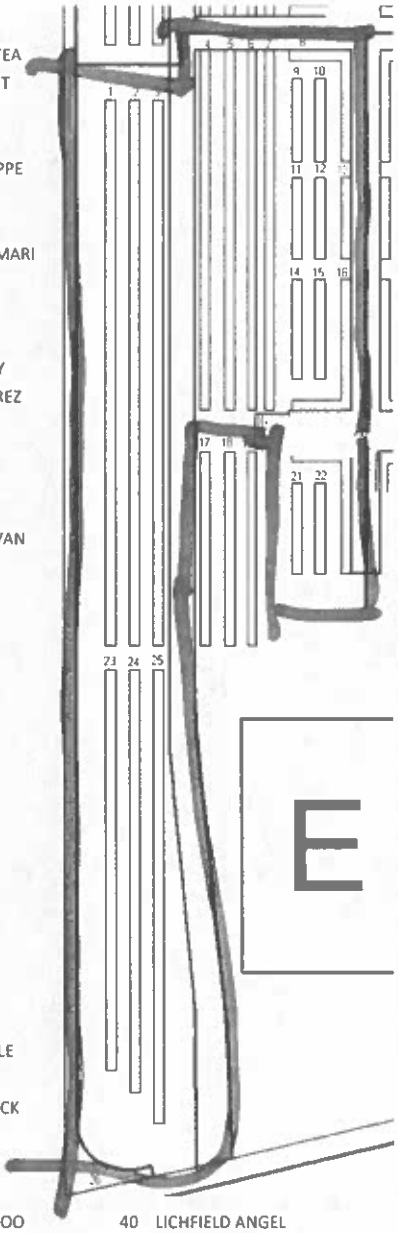
MARKED AREA NEEDS CONCRETE CURBING

BRAMBERT
11 GEORGETOWN TEA
11 ISABELLA SPRUNT
11 LA MARNE
11 LAFTER
11 LOUIS DE PHILLIPPE
11 MAGGIE
11 MARIE PAVIE
11 MME.ANTOINE MARI
12 PINKIE CL.

FENCE LINE:
CL. BUFF BEAUTY
CL. JAUNE DESPREZ
CL. LA MARQUE
CL. NEW DAWN
CL. REVE D'OR
13 KNOCK OUT
14 LORETTA LYNN VAN LEAR
15 SUGAR MOON
16 POLONAISE
17 TRUMPETER
18 AUNT HONEY
19 MOONLIGHT
20 JULIA'S CHILD
21 TAKE IT EASY
22 LOVE SONG
23
24 CSEPTER'D ISLE
25 HI NEIGHBOR
26
27 THE PRINCE
28 JUMP FOR JOY
29 JULIA'S CHILD
30 PURPLE RAIN
31 LION'S FAIRY TALE
32 KATY GIRL
33 RAINBOW KNOCK OUT

33 CALDWELL PINK
34 YABBA DABBA DOO
35 PATRON
36 APRIL'S MOON
37
38
39 THE FAIRY
40 MISS CONGENIALITY

40 LICHFIELD ANGEL
41 CALICO GAL
41 DICK CLARK
42 NATCHITOCHES NOISETT
42 CHUCLES
42 SERENDIPITY
43 CHERINO



44 FIJI
45 PINK GROOTENDORST
46 SHREVEPORT
47 FIRST PRIZE
47 DUCHESS DE BRABANT
48 EASY DOES IT
49 PRINCESS VERONA
50 BRITE EYE
51 BRITE EYE
52
53 BUTTERFLY MAGIC
54 CAREFREE MARVEL
55 SUNRISE SUNSET
56 JUMP FOR JOY
57 SCARLET MEIDILAND
58 QUIETNESS
59 CINCO DE MAYO
60 COTTAGE ROSE
61 COLOR MAGIC
62 PINK KNOCK OUT
63 LADY OF SHALOTTE
64
65 PINK PROMISE
66
67 AMBIENCE
68 LOPO
69 SUNSHINE DAY DREAM
70 COTTAGE ROSE
70 MUNSTEAD WOOD
71 MISTER LINCOLN
72 FIRST PRIZE
73 CINCO DE MAYO
74 GRUSS AN AACHEN

SECTION "E"

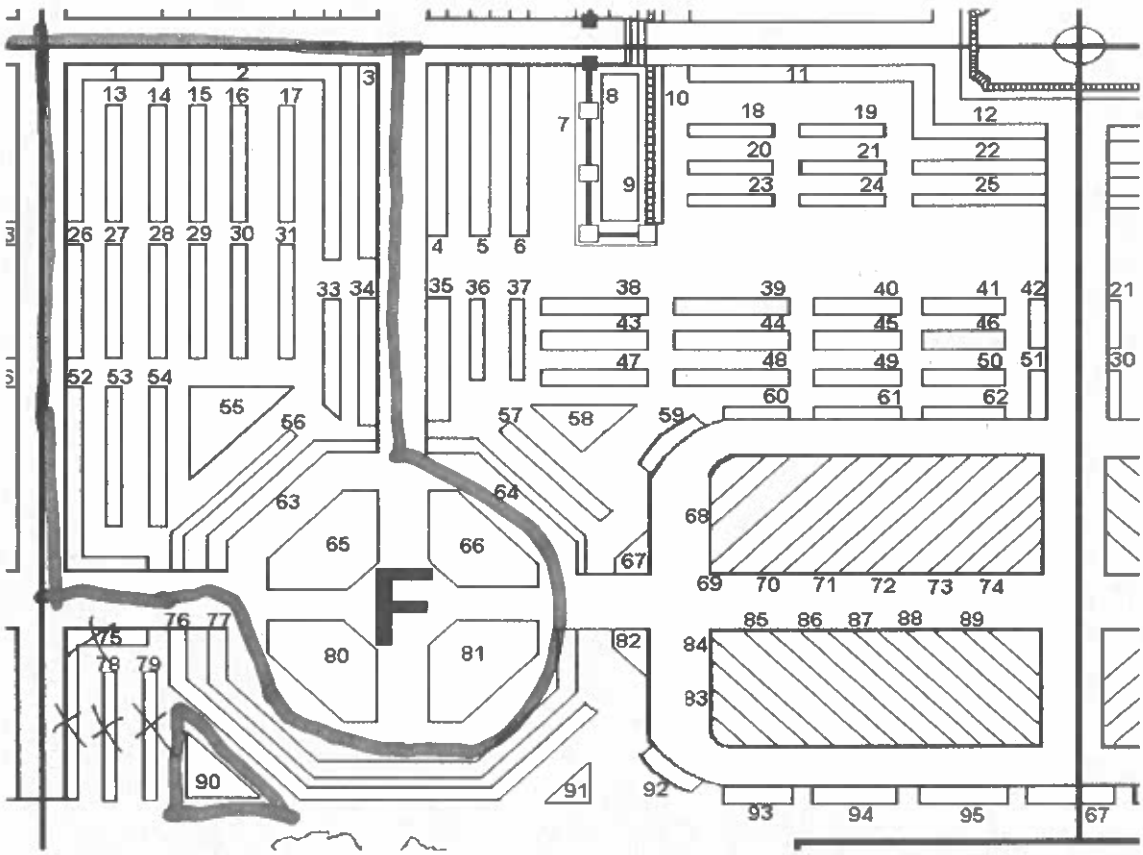
Bed	Variety
01	2015 AARS
02	2015 AARS
03	2015 AARS
04	CREAM VERANDA
05	
06	
07	SPARKLE AND SHINE
07	SMOKING HOT
07	CAMELOT
08	RED GOLD
09	CAMELOT
10	SUNSHINE DAY DREAMS

11 MONTEZUMA
12 SUN DOWNER
13 PARADISE
14 CAREFREE BEAUTY
15 ST. PATRICK
16 PURPLE RAIN
16 SUMMER SUNSHINE
17 DAVID AUSTIN TRIALS
18 DAVID AUSTIN TRIALS
19 DAVID AUSTIN TRIALS
20 DEJA BLUE
20 SUN BRIGHT
21
22
23 2014 AARS
24 2014 AARS
25 2014 AARS
26 HOMERUN
(ENTRANCE SIGN ON ROSE PARK & FRONT ST.)

SECTION "F"

Bed	Variety
01	EUROPEANA
01	CLASS ACT
02	BLACK BACCARA
02	WATER COLORS
03	WATER COLOR HOMERUN
04	CHERRY PARFAIT
05	NATCH NOISETTE
05	PERFUM DELIGHT
06	ANA'S PROMISE
06	BLUE GIRL
07	OPEN
08	OPEN
09	FOLKSINGER
10	OPEN
11	THE PRINCE
12	GOLDEN MEDAL
12	SUN BRIGHT
13	RAINBOW KNOCK OUT
14	KNOCK OUT
15	
16	MOON DANCE
17	KORDES PERFECTA
18	MARDI GRAS
19	MON CHERI
20	PASCALI

MARKED AREAS NEED CONCRETE CURBING



21	MR. LINCOLN	40	MACY'S PRIDE	58	CHRISTIAN DIOR	72	MIDAS TOUCH
22	MARIA STERN	41	JUMP FOR JOY	59	NEW ZEALAND	73	ORA-72
23	SCARLET KNIGHT	42	THE PRINCE	60	TWILIGHT ZONE	74	LADY BANKS
24	SONIA	43		61	TAKE IT EASY	75	VALENTINE
25	SUNRISE SUNSET	44	CENTIMENTAL	62	AMBIANCE	76	PINK PEACE
26	CHUCKLES	45	AMERICAN LEGACY	62	BRILLIAN VERANDA	76	CHICAGO PEACE
27	PRINCESS DE MONACO	46	ALL THE RAGE	63	THE FAIRY	76	PEACE
28		47	TORO	64	TEDDY BEAR	77	BEAUTY SECRET
29	MR. DUDLEY CROSS	48	COLORIFIC	64	CUP CAKE	77	CANDY CANE COCKTAIL
30	RED MASTER PIECE	49	RED GOLD	64	RAINBOW END	78	BRANDY
31	TOURNAMENT OF ROSES	50	HERMINA	65	RED CASCADE	79	DOUBLE KNOCK OUT
32		51	JOLIE VERANDA	65	MANGO TANGO	80	RUBY ICE
33	EBB TIDE	52	WHITE OUT	65		80	SUNSHINE HAPPY TRAILS
34	TRUMPETER	52	AUSTRAILIAN COPPER	66	GREEN ICE	81	POPCORN DRIFT
35	MIRACLE ON THE HUDSON	53	BROADWAY	67	CECILE BRUNNER	81	RISE N SHINE
36	FRAGRANT CLOUD	54	EASY DOES IT	68	GARDEN PARTY	82	CECILE BRUNNER
37	WHITE MAGIC	55	ICE BERG	69	ARIZONA	83	CENTENIAL
38	PRESTINE	56	CALDWELL	70	GOLD FANTSY	84	RING OF FIRE
39	MAY TIME	57	CHUCLES	71	ROYAL HIGHNESS	85	QUEEN ELIZABETH

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: January 14, 2026

Subject: Request that the City Council consider accepting the donation of $100,000 for the Faulkner Tennis Center.

Item Reference:

Friends of the Faulkner Tennis Center received a $100,000 donation from Peltier Chevrolet, Inc. toward expansion and construction projects at the Faulkner Tennis Center. These funds will be used toward new additional tennis courts from the Faulkner Tennis Center master plan, including four covered courts. Fundraising for these projects is ongoing.

RECOMMENDATION:

Request that the City Council consider accepting the donation of $100,000 for the Faulkner Tennis Center.

Drafted/Recommended By:
Department Leader Leanne Robinette, Director of Parks and Recreation

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-3

Date: January 14, 2026

Subject: Request that the City Council consider authorizing the City Manager to execute a contract amendment in the amount of $195,675.00 with KSA Engineers, Inc., for additional services related to the Golden Road Water Treatment Plant Filters 11-14 Rehabilitation Project, including necessary repairs to the filters at the Lake Palestine Water Treatment Plant.

Item Reference: **Agenda Item M-1; 09/14/2022, Agenda Item M-4; 1/25/2023**

On September 14, 2022, the City Council awarded a contract in the amount of $472,500.00 to KSA Engineers, Inc., for the Golden Road Water Treatment Plant Filters 11-14 Rehabilitation Project. In November 2022, the clarifiers at the Golden Road Water Treatment plant were drained for maintenance. The two easternmost clarifiers were observed to be in an extremely deteriorated condition along with the sluice gates. The replacement of the two clarifiers were included in the current filter project due to the condition of the steel. The total cost of Amendment #1 approved by Council on January 25, 2023 was $309,600.

In September 2025, two filters at the Lake Palestine Water Treatment Plant experienced blowouts in their underdrains. KSA determined that these underdrains could not be repaired, so TWU began planning to replace the two failed underdrains. In October 2025, Xylem conducted an inspection to determine the cause of the failures. They concluded that all eight filter underdrains have surpassed their useful life and need to be replaced. Shortly after this inspection, the plant experienced flooding in the pipe gallery, which led to its shutdown. This flooding was caused by a combination of failed underdrains and malfunctioning valves in the pipe gallery. The plant cannot operate at full capacity until the filters are valves are rehabilitated. Contract Amendment #2 with KSA includes construction administration and resident project representative, RPR, during construction of these new underdrains and valves. The total cost of Amendment #2 is $195,675.00. All work is expected to be completed by November 2026.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a contract amendment in the amount of $195,675.00 with KSA Engineers, Inc., for additional services related to the Golden Road Water Treatment Plant Filters 11-14 Rehabilitation Project, including necessary repairs to the filters at the Lake Palestine Water Treatment Plant.

Attachments:

Amendment 2

Drafted/Recommended By:
Department Leader Nikki Ingram, P.E., Project Engineer / Kate Dietz, P.E., Director of Utilities

Edited/Submitted By:
City Manager

KSA
a PAPE–DAWSON company

6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

December 10, 2025

Nikki Ingram, P.E.
Project Engineer
City of Tyler
511 W. Locust St.
Tyler, TX 75702

via email

RE: ***City of Tyler***
Golden Road Water Treatment Plant
Filter and Clarifier Rehabilitation
KSA Project No. 101280
Professional Consulting Services Amendment 2

Dear Nikki:

The purpose of this letter is to propose an amendment to the Agreement (between KSA Engineers, Inc. and City of Tyler, effective date of January 17, 2023) for the referenced project to provide additional services that are not currently contracted.

Amendment 2 includes construction administration and part-time resident project representative services associated with improvements at the Lake Palestine WTP which consist of the rehabilitation of Mudwell No. 1 and 2 and replacement of filter valves and pneumatic actuators. Improvements also include removal and disposal of the existing filter media, underdrain blocks and installation of new filter media, and underdrain block in Filters 1 - 8. The City understands and accepts that KSA is not providing engineering design services for the improvements. All work performed by the Contractor at Lake Palestine WTP is for replacement of equipment based upon Contractor's field verified conditions.

Amendment 2 proposes the following revisions to the Engineering Agreement:

- Modify Exhibit B.2 to increase construction phase contract days from 630 calendar days to 990 calendar days.
- Modify Exhibit C.2 to increase Construction Administration by $90,000 and Part Time Resident Project Representative services by $105,675.00. Additional Part Time RPR services are based upon 8 months of onsite work.

Thank you for the continued opportunity to provide services related to this project. Please feel free to call or respond with any questions, comments, or concerns.

Sincerely,

KSA Engineers, Inc.

Jeremy Orr, P.E.
Associate Vice President

Accepted:

City of Tyler

_____
Name: _____
Title: _____

Exhibit B.2
Project Schedule
Golden Road Water Treatment Plant Filter Rehabilitation
Amendment 2
KSA Contract No. 101280

PROJECT SCHEDULE

Engineer shall complete its services with the following time specific time period upon OWNER's notice to proceed.

1. Complete Construction Phase: 990 calendar days following issuance of notice to proceed to Contractor

Exhibit C.2
Fee Summary
Golden Road Water Treatment Plant Filter Rehabilitation
Amendment 2
KSA Contract No. 101280

FEE SUMMARY

Engineering Fees: The fees for the scope of services described above is as follows:

1.	Construction Administration:	$90,000 Lump Sum[2]
2.	Part Time Resident Project Representative:	$105,675 Lump Sum[3]
	Amendment 2 Total:	$195,675

Notes:

1. Compensation shall be billed monthly for Engineer's services based on time charged by each category at the hourly rates listed on the attached schedule.
2. Construction Administration assumes an additional construction period of 360 calendar days (990 total days). ENGINEER's work on these phases beyond the construction period will be billed at hourly rates.
3. Part Time Resident Project Representative assumes 240 calendar days of actual onsite work. Part Time Resident Project Representative budget is based upon 20 hours per week for the duration of the construction period.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: January 14, 2026

Subject: Request that the City Council consider authorizing the City Manager to ratify an expenditure in the amount of $145,999.41 Advanced Water Well Technologies for the emergency repairs to the #1 High Service Pump & Motor located at the Lake Palestine Water Plant.

Item Reference:

The pump shaft on the #1 High Service Pump & Motor at the Lake Palestine Water Treatment Plant (LPWTP) broke, requiring emergency repairs performed by Advanced Water Well Technologies to restore functionality. This pump is one of four high service pumps that play a critical role in the city's water distribution system. High service pumps move treated drinking water from the water plant into the city's distribution network at sufficient pressure to meet demand, ensuring water reaches homes, businesses, and critical facilities reliably.

The #1 High Service Pump is a 1,000-horsepower unit capable of supplying approximately 12.5 million gallons of water per day to the distribution system. Returning this pump and motor to service is vital because it increases the plant's overall pumping capacity, ensuring a reliable supply of drinking water to the City of Tyler. Operating with fewer pumps reduces redundancy and could compromise service during high-demand periods. Advanced Water Well Technologies was selected for this repair due to their proven expertise in large-scale pump systems and ability to respond quickly to emergency situations.

RECOMMENDATION:

It is recommended that City Council consider authorizing the City Manager to ratify the expenditure in the amount of $145,999.41 to Advanced Water Well Technologies for the repair of the High Service Pump & Motor at the Lake Palestine Water Plant.

Attachments:
#1 High Service Pump & Motor Repair

Drafted/Recommended By:
Department Leader Shane Wheeler Manager, Water Utilities Systems / Kate Dietz, P.E., Director of Utilities

Edited/Submitted By:

City Manager

ADVANCED WATER WELL TECHNOLOGIES

PLEASE REMIT PAYMENT TO:
ADVANCED WATER WELL TECHNOLOGIES
14394 E INTERSTATE HIGHWAY 10
CONVERSE, TX 78109
BILLING: (830) 865-2362, INFO@AWWTEC.COM

INVOICE:
INVOICE DATE: 12/08/2025
INVOICE NUMBER: 14599
P.O. NUMBER:
RID: 86
QID: 52

BILLED TO:
TYLER WATER UTILITIES
511 W LOCUST ST
TYLER, TX 75702 US

CUSTOMER CONTACT:

PLEASE SEND PAYMENT WITHIN 21 DAYS!

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	LPWPS HSP #1 REPAIR (QUOTE #20250423-JW3)			
LABOR	FIELD LABOR HOURS TO MOBILIZE CREW WITH TRUCK AND TRAILER TO LOCATION. INSTALL HSP WITH THE CUSTOMER-PROVIDED OVERHEAD CRANE ONE JOINT AT A TIME. CONNECT ALL SOLE PLATE AND DISCHARGE BOLTS. INSTALL THE REBUILT MOTOR, MAKE ALL THE WIRING CONNECTIONS, AFTER THE ROTATION CHECK, CONNECT THE SHAFT COUPLER, AND ADJUST THE IMPELLERS. RUN AND TEST THE SYSTEM. CLEAN THE LOCATION. DEMOBILIZE TO THE SHOP.	50	325.00	16,250.00T
LABOR	SHOP LABOR, PARTS, AND MATERIALS TO SANDBLAST AND SCOTCH COAT INSIDE AND OUT OF THE COLUMN PIPE AND PUMP BOWLS. SCOTCH COAT THE INSIDE OF THE HEAD. BUILD A NEW KEYED BOWL SHAFT WITH COUPLING. MAKE ALL NEW INTERMEDIATE LINE SHAFTS WITH COUPLINGS. MAKE AND INSTALL A NEW BOWL, SUCTION CASE, AND STUFFING BOX BEARINGS. REPACK THE STUFFING BOX. MAKE AND INSTALL NEW WEAR RINGS ON THE IMPELLERS AND IN THE BOWLS. THE JOINT ON THE PUMP NEEDS TO HAVE THE COLUMN PIPE FLANGE AND CONE CUT OFF AND WELD ON A NEW ONE. TRIM AND FACE TWO OTHER COLUMN PIPE FLANGES. BUILD THE PUMP BOWL. MAKE AND INSTALL NEW VESCONITE BEARINGS IN THE SPIDER RETAINERS.	1	98,600.00	98,600.00T
LABOR	SHOP LABOR HOURS TO RECONDITION 1000 HP VSS US MOTOR. SERIAL #F05-00055236-100R 4160V 123A 3PH 60HZ FRAME 6210P 1185 RPM VARNISH DIP STATOR. DYNAMICALLY BALANCE ROTATING ASSEMBLY. PROVIDE AND INSTALL NEW BEARINGS, ASSEMBLE COMPLETE MOTOR, PERFORM FULL VOLTAGE AND RPM NO-LOAD TEST, RECORD VOLTAGE, CURRENT, RPM, AND VIBRATION READINGS, PAINT AND PREPARE FOR SHIPPING.	1	23,289.41	23,289.41T
LABOR	CRANE LABOR HOURS TO UNLOAD THE TRAILER AND SET UP THE LOCATION. UNLOAD AND SET THE MOTOR ON THE PLATFORM.	8	195.00	1,560.00T
FREIGHT	FREIGHT FOR ALL PARTS.	1	1,500.00	1,500.00T
LABOR	PROJECT SUPERVISOR RATE	4	650.00	2,600.00T
PER DIEM	PER DEIM	4	550.00	2,200.00T

SUBTOTAL	145,999.41
TAX	0.00
TOTAL	$145,999.41

We really appreciate your business!

Please remit payment to address provided above within 21 days of the date of this invoice. For banking, ach transfer, card payment, or other questions and concerns, please contact our support team at (830) 865-2362 or info@awwtec.com. ALL WORK COMPLETED AS SPECIFIED AND ACCORDING TO STANDARD INDUSTRY PRACTICES. ADVANCED WATER WELL TECHNOLOGIES, LLC (“AWWT”) WARRANTIES ITS CRAFTSMANSHIP AGAINST DEFECTS FOR ONE (1) YEAR. DEFECTS ARE TO BE DETERMINED ON A CASE BY CASE BASIS BY AWWT. IN CASES WHERE MANUFACTURER'S WARRANTIES ARE REQUIRED, MANUFACTURER SHALL DETERMINE IF THE EQUIPMENT WILL BE WARRANTIED ON A CASE BY CASE BASIS. PAYMENT IN FULL IS DUE WITHIN 21 DAYS FROM THE “INVOICE DATE” SUPPLIED ABOVE. BALANCES NOT RECEIVED WITHIN THIRTY (30) DAYS OF THE INVOICE DATE WILL BE CHARGED AN ADDITIONAL ONE & A HALF PERCENT (1.5%) OF THE ORIGINAL INVOICE AMOUNT EACH MONTH PAYMENT IS NOT RECEIVED, FOR A TOTAL OF EIGHTEEN (18%) PER ANNUM. REGULATED BY TDLR: WWW.TDLR.GOV, WATER.WELL@TDLR.GOV, (800) 803-9202, LICENSE NUMBER 58574 KPT.

SUBTOTAL	145,999.41
TAX	0.00
TOTAL	$145,999.41

We really appreciate your business!

Please remit payment to address provided above within 21 days of the date of this invoice. For banking, ach transfer, card payment, or other questions and concerns, please contact our support team at (830) 865-2362 or info@awwtec.com. ALL WORK COMPLETED AS SPECIFIED AND ACCORDING TO STANDARD INDUSTRY PRACTICES. ADVANCED WATER WELL TECHNOLOGIES, LLC ("AWWT") WARRANTIES ITS CRAFTSMANSHIP AGAINST DEFECTS FOR ONE (1) YEAR. DEFECTS ARE TO BE DETERMINED ON A CASE BY CASE BASIS BY AWWT. IN CASES WHERE MANUFACTURER'S WARRANTIES ARE REQUIRED, MANUFACTURER SHALL DETERMINE IF THE EQUIPMENT WILL BE WARRANTIED ON A CASE BY CASE BASIS. PAYMENT IN FULL IS DUE WITHIN 21 DAYS FROM THE "INVOICE DATE" SUPPLIED ABOVE. BALANCES NOT RECEIVED WITHIN THIRTY (30) DAYS OF THE INVOICE DATE WILL BE CHARGED AN ADDITIONAL ONE & A HALF PERCENT (1.5%) OF THE ORIGINAL INVOICE AMOUNT EACH MONTH PAYMENT IS NOT RECEIVED, FOR A TOTAL OF EIGHTEEN (18%) PER ANNUM. REGULATED BY TDLR: WWW.TDLR.GOV, WATER.WELL@TDLR.GOV, (800) 803-9202, LICENSE NUMBER 58574 KPT.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: January 14, 2026

Subject: Request that the City Council consider authorizing the City Manager to purchase the City vehicles and equipment identified from Bid No. 26-002.

Item Reference:

The fleet replacement program budgets for departments to replace their vehicles on a regular schedule, particularly those with mileage and/or maintenance cost expectations. After meeting with the departments, Vehicle Services conducted sealed bid 26-002 for various types of vehicles all with City specified options. Sealed bid 26-002 was sent to 7 different vendors consisting of both local vendors and Buyboard vendors. All bids have the option to purchase additional units if needed at the same price if available at the time of need. All units have bumper to bumper extended warranty of 5 years and 100k miles. This bid was opened 12/9/2025 at 2:00 pm and the results are listed below:

Line 1 Tyler Motor/Hall Chev GMC - Midsize SUV Qty. 5 purchase price $23,900.00 each total cost $119,500.00
Line 2 Tyler Ford - PPV SUV Qty. 1 purchase price $46,910.47 each
Line 3 Tyler Motor/ Hall Chev GMC - 2500 regular cab 4x4 pickup Qty. 1 purchase price $65,400.00 each
Line 4 Tyler Motor / Hall Chev GMC - 1500 crew cab 4x4 pickup Qty. 4 purchase price $42,900.00 each total purchase $171,600.00
Line 5 Tyler Ford - Midsize Crew cab Pickups Qty 7 purchase price $32,562.61 each total cost $227,938.27
Line 6 Tyler Motor/ Hall Chev GMC 3500 crew cab 4x4 pickup Qty 1 purchase price $69,800.00 each
Line 7 Tyler Motor/ Hall Chev 1500 crew cab 4x4 pickup Qty 4 purchase price $44,500.00 each total purchase $178,000.00
Line 8 Tyler Motor/ Hall Chev 1500 crew cab pickup Qty. 2 purchase price $40,300.00 each total purchase $80,600.00
Line 9 Tyler Ford 1500 Crew cab PPV pickup Qty 1 purchase price $50,361.47 each
Line 10 Tyler Ford Class 5 medium duty truck Qty. 1 purchase price $92,527.94 each
Line 11 Tyler Motor/ Hall Chev GMC 1 ton chassis Qty 1 purchase price $53,900 each
Line 12 Tyler Motor / Hall Chev GMC 1 ton chassis Qty 1 purchase price $60,900.00 each

Funding for these purchases is from the replacement fund 640-0661-641-26-04 for fiscal year 2025/2026

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase the mentioned City vehicles and equipment from Bid No. 26-002.

Attachments:
Form 3-39 Specification Sheet fy26 multi vehicle 26-002.doc
multi vehicle bid tabulation 26-002.xlsx

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

PRICE, DATA, AND SPECIFICATION SHEET

CITY OF TYLER
Purchasing Department
304 North Border
Tyler, Texas 75702

Telephone: (903) 531-1232

DATE: 11/19/2025

BID # / PROPOSAL # 26-002

CLOSING TIME: 2:00 pm
CLOSING DATE: 12/09*/2025

PROPOSERS MUST COMPLETE THIS SECTION

ITEM NO.	QUANTITY	DESCRIPTION	BRAND	UNIT PRICE	TOTAL NET PRICE
1	5	(5) new current-year model crossover SUV mid-size with the option to purchase additional units See specifications below – 15109,18113,16127,16120 – Police, 19298 Building services (white)			
2	1	One (1) new current-year model PPV SUV with the option to purchase additional units, see specifications below – Fire 17110 (fire engine red)			
3	1	One (1) new current year model 3/4-ton regular cab 4x4 pickup with deerskin 6-compartment slide-in animal control unit for 8-foot bed with the option to purchase additional units. See specifications below – 19263 Animal Control			
4	4	Four (4) new current-year model ½ ton crew cab pickups 4x4 with the option to purchase additional units. See specifications below – Fire 11113 (Fire Engine Red),20245, and 19114 police (Navy/ Black) 17184 police (white)			
5	7	Five (6) new current-year model Mid-Size Crew Cab Pick			

		Up trucks. See specifications below – Water office 250,9201,11111,11270,10236,12290,11264			
6	1	One (1) new current-year model 1-ton crew cab truck 4X4. See specifications below – 16201 water plant (white)			
7	4	Four (4) new current-year model ½ ton crew cab pickups 4x4 with the option to purchase additional units. See specifications below – Storm Water 20291(White), Water Distribution 16305,17307 (White), police 12292 (white)			
8	2	Two (2) new current-year model ½ ton crew cab pickup with the option to purchase additional units. See specifications below – Building Inspections 15209(White), Code Enforcement 19207 (white)			
9	1	One (1) new current year model ½ ton crew cab PPV pick up with the option to purchase additional units. See specifications below – Police- 11260 (white)			
10	1	One (1) new current-year model Class 5 medium-duty truck with a 10-foot utility bed with the option to purchase additional units. See specifications below Waste Collection- 19205(white)			
11	1	One (1) new current-year model 1 Ton chassis with an 8ft flatbed body, with the option to purchase additional units. See specifications below Street – 17216 (white)			
12	1	One (1) new current-year model 1 Ton chassis with a Utility bed with a ladder rack, with the option to purchase additional units. See specifications below Street –16603 (white)			

CITY OF TYLER SPECIFICATIONS FOR LINE ITEM 1

Five (5) new current-year model Mid-Size crossover SUVs with the option to purchase additional units.
15109, 18113,16127,16120- Police 12298 – Building Services

** This unit is to be equipped with the manufacturer's standard equipment and/or optional equipment as follows

Mid-Size	Mid-size crossover SUV
	gas engine, smallest available hp, Hybrid
Automatic transmission	Automatic
Steering	power steering
Brakes	four-wheel disk with anti-lock
Air Conditioning	Factory AC and heat
Charging system	factory-installed battery and alternator
Body exterior	exterior color – (1) white (4) blue, black, grey, silver
	Spare tire and rim
Body Interior	Interior color to match the exterior color standard
	intermittent wipers
	tilt steering
	AM/FM radio Bluetooth
	Power seats, mirrors, door locks, and windows
	Floor Liners if carpet, Weather Tech, or equivalent
	legally tinted windows
	Rear backup camera
Warranty	Factory plus 5-year extended warranty
4 keys	4 key fobs to open locks

CITY OF TYLER SPECIFICATIONS FOR LINE ITEM 2

One (1) new current year model PPV SUVs with the option to purchase additional units.
Fire Engine Red 17110 fire dept.

BOTH UNITS MUST HAVE A GUARANTEED BUILD AND DELIVERY DATE

** This unit is to be equipped with the manufacturer's standard equipment and/or optional equipment as follows

PPV	Police Pursuit unit
	gas engine smallest available hp
Automatic transmission	4X4 with transmission oil cooler if available
Steering	power steering
Brakes	four-wheel disk with anti-lock
Air Conditioning	Factory AC and heat
Charging system	factory-installed battery and alternator
Body exterior	(1) fire engine red
	Spare tire and wheel
	Dual power mirrors
Body Interior	PPV package with rear seats
	intermittent wipers if available standard
	tilt steering if available standard
	AM/FM radio blue tooth
	Power seats, door locks and windows
	Floor Liners if carpet weather tech or equivalent
	legally tinted windows
	Rear backup camera
Warranty	Factory plus 5-year 100,000-mile extended warranty
4 keys	4 keys fobs total to open doors and start unit

CITY OF TYLER SPECIFICATIONS FOR LINE ITEM 3

One (1) new current year model3/4-ton regular cab pickup with Deerskin 6-compartment slide-in animal control unit for an 8-foot bed with option to purchase additional units.
Animal Control Dept. 19263

** This unit is to be equipped with the manufacturer's standard equipment and/or optional equipment as follows

¾ ton	¾ ton chassis reg cab
	gas engine smallest available hp
Automatic transmission	4X4 transmission oil cooler if available
Steering	power steering
Brakes	four-wheel disk with anti-lock
Air Conditioning	Factory AC and heat
Charging system	factory-installed battery and alternator
Body Exterior	Deerskin 6-compartment slide-in animal control unit for an 8-foot bed
	exterior color white
	Steps on both sides of the truck are black in color
	Spare tire and wheel
	dual power mirrors
	Spray in bedliner black under animal box
	Tow package
Body Interior	black or grey seats and flooring
	Power seats, mirrors, door locks and windows
	Floor Liners if carpet weather tech or eqivalent
	legally tinted windows
	Rear backup camera
Warranty	Factory plus 5-year extended warranty
4 keys	4 keys total with fobs to open locks

.

CITY OF TYLER SPECIFICATIONS FOR LINE ITEM 4

Four (4) new current-year model ½ ton crew cab pickup 4X4 gas engines with the option to purchase additional units. Fire engine red 11113 – Fire, Police – 20245,19114 – Navy Blue 17184 police (white

** This unit is to be equipped with the manufacturer's standard equipment and/or optional equipment as follows

½ ton	½ ton pick up
	gas engine smallest available hp
Automatic transmission	Automatic transmission
	4-wheel drive
Steering	power steering
Brakes	four-wheel disk with anti-lock
Air Conditioning	Factory AC and heat
Charging system	factory-installed battery and alternator
Body Exterior	exterior color – (1) fire engine red, (2) Navy Blue (1) white
	dual power mirrors
	Spare tire/wheel and jack
	Steps on either side of cab are black in color
	Spray in bed liner black
	Tow package
Body Interior	Black or grey interior
	intermittent wipers
	tilt steering
	AM/FM radio Bluetooth
	Power seats, mirrors. door locks, and windows
	Rear backup camera
	Floor Liners, if carpet, Weather Tech, or equivalent
	legally tinted windows
Warranty	Factory plus 5-year extended warranty
4 keys	4 keys with key fobs to open locks

CITY OF TYLER SPECIFICATIONS FOR LINE ITEM 5

Six (6) new current-year model Mid-Size crew cab pickups with the option to purchase additional units.
Water Office – 250,9201,11111,11270,10236,12290 Neighborhood SVC. - 11264

** This unit is to be equipped with the manufacturer's standard equipment and/or optional equipment as follows

Mid-Size	Mid-Size crew cab pick up
	gas engine smallest available hp
Automatic transmission	transmission oil cooler if available
Steering	power steering
Brakes	four-wheel disk with anti-lock
Air Conditioning	factory ac and heat
Charging system	factory installed battery and alternator
Body exterior	exterior color white
	Spare tire and wheel
	dual power mirrors
	Spray in bed liner black
	Tow package
Body Interior	black or grey seats and flooring
	intermittent wipers
	tilt steering
	AM/FM radio Bluetooth
	power seats, mirrors, door locks, and windows
	Floor Liners if carpet, Weather Tech, or equivalent
	legally tinted windows
	Rear backup camera

Warranty	Factory plus 5-year extended warranty
4 keys	4 keys with key fobs to open locks

CITY OF TYLER SPECIFICATIONS FOR LINE ITEM 6

One (1) new current year model 1-ton crew cab pickup with a headache rack, utility bed with a manual roll lock lid
Waste collection – 16201

** This unit is to be equipped with the manufacturer's standard equipment and/or optional equipment as follows

1 ton	1 Ton pickup with utility bed
	gas engine smallest available hp
Automatic transmission	transmission oil cooler if available
Steering	power steering
Brakes	four-wheel disk with anti-lock
Air Conditioning	Factory AC and heat
Charging system	factory-installed battery and alternator
Body exterior	exterior color white
	Utility bed with headache rack and roll lock lid
	Steps on both sides of truck black in color
	Spare tire and wheel
	dual power mirrors
	Spray in bed liner black
	Heavy-duty tow package
Body Interior	black or grey seats and flooring
	intermittent wipers
	Tilt steering
	AM/FM radio Bluetooth
	power seats, mirrors, door locks, and windows
	Floor liners, if carpet, WeatherTech, or equivalent
	legally tinted windows

	Rear backup camera
Warranty	Factory plus 5-year extended warranty
4 keys	4 keys total with key fobs to open locks

CITY OF TYLER SPECIFICATIONS FOR LINE ITEM 7

Four(4) new current-year model ½ ton crew cab pickup 4X4 gas engines with the option to purchase additional units.
Storm Water engineer 20291, Water Distribution 16305, 17307, Police 12292

** This unit is to be equipped with the manufacturer's standard equipment and/or optional equipment as follows

½ ton	½ ton pick up
	gas engine tow capacity 7000lbs.
Automatic transmission	Automatic transmission
	4-wheel drive
Steering	power steering
Brakes	four-wheel disk with anti-lock
Air Conditioning	Factory AC and heat
Charging system	factory-installed battery and alternator
Body Exterior	exterior color – white
	dual power mirrors
	Spare tire/wheel and jack
	Steps on either side of cab black in color
	Headache rack and angel wing toolbox on 2 units
	Spray in bed liner black
	Tow package
Body Interior	Black or grey interior
	intermittent wipers
	tilt steering
	AM/FM radio Bluetooth
	Power seats, mirrors. door locks, and windows
	Rear backup camera
	Floor Liners, if carpet, Weather Tech, or equivalent
	legally tinted windows
Warranty	Factory plus 5-year extended warranty

4 keys	4 keys with key fobs to open locks

CITY OF TYLER SPECIFICATIONS FOR LINE ITEM 8

Two (2) new current-year model ½ ton crew cab pickup gas engines with the option to purchase additional units.
Building Inspections 15209 (white) Code Enforcement 19207 (white)

** This unit is to be equipped with the manufacturer's standard equipment and/or optional equipment as follows

½ ton	½ ton pick up
	Gas engine smallest available / hybrid ok
Automatic transmission	Automatic transmission
Steering	power steering
Brakes	four-wheel disk with anti-lock
Air Conditioning	Factory AC and heat
Charging system	factory-installed battery and alternator
Body Exterior	exterior color – white
	dual power mirrors
	Spare tire/wheel and jack
	Steps on either side of cab black in color
	Spray in bed liner black
	Tow package
Body Interior	Black or grey interior
	intermittent wipers
	tilt steering
	AM/FM radio Bluetooth
	Power seats, mirrors. door locks, and windows
	Rear backup camera
	Floor Liners, if carpet, Weather Tech, or equivalent
	legally tinted windows
Warranty	Factory plus 5-year extended warranty
4 keys	4 keys with key fobs to open locks

CITY OF TYLER SPECIFICATIONS FOR LINE ITEM 9

One (1) new current-year model ½ ton crew cab pickup PPV unit with a gas engine with the option to purchase additional units.

Police -11260

** This unit is to be equipped with the manufacturer's standard equipment and/or optional equipment as follows

½ ton	½ ton pickup PPV
	Gas engine
Automatic transmission	Automatic transmission
Steering	power steering
Brakes	four-wheel disk with anti-lock
Air Conditioning	Factory AC and heat
Charging system	factory-installed battery and alternator
Body Exterior	exterior color – white
	dual power mirrors
	Spare tire/wheel and jack
	Steps on either side of cab black in color
	Spray in bed liner black
	Tow package
Body Interior	Black or grey interior
	intermittent wipers
	tilt steering
	AM/FM radio Bluetooth
	Power seats, mirrors. door locks, and windows
	Rear backup camera
	Floor Liners, if carpet, Weather Tech, or equivalent
	legally tinted windows
Warranty	Factory plus 5-year extended warranty
4 keys	4 keys with key fobs to open locks

CITY OF TYLER SPECIFICATIONS FOR LINE ITEM 10

One (1) new current-year model Class 5 Medium-duty truck with a 10-foot Utility bed with the option to purchase additional units.

Waste Collection – 19205 (white)

** This unit is to be equipped with the manufacturer's standard equipment and/or optional equipment as follows

Class 5	Class 5 Chassis
	7.3l or 6.6l gas engine
Automatic transmission	Automatic transmission, Allison 1000 or equivalent
Steering	power steering
Brakes	four-wheel disk with anti-lock
Axle	Dual wheels on the Rear axle heaviest available
Air Conditioning	Factory AC and heat
Charging system	factory-installed battery and alternator
Body Exterior	exterior color – white
	10-FT utility bed
	Air compressor and Hydraulic pump mounted to the utility bed
	dual power mirrors
	Spare tire/wheel and jack
	Steps on either side of cab black in color
	Spray in bed liner black
	Tow package tow capacity minimum 15000lbs
Body Interior	Black or grey interior
	intermittent wipers
	tilt steering
	AM/FM radio Bluetooth
	Power seats, mirrors. door locks, and windows
	Rear backup camera
	Floor Liners, if carpet, Weather Tech, or equivalent
	legally tinted windows

Warranty	Factory plus 5-year extended warranty
4 keys	4 keys with key fobs to open locks

CITY OF TYLER SPECIFICATIONS FOR LINE ITEM 11

One (1) new current-year model 1-ton truck with an 8-foot flat bed with the option to purchase additional units.
Street - 17216 (white)

** This unit is to be equipped with the manufacturer's standard equipment and/or optional equipment as follows

One Tone	1-ton chassis
	gas engine, if possible
Automatic transmission	Automatic transmission
Steering	power steering
Brakes	four-wheel disk with anti-lock
Axle	Dual wheels on the Rear axle heaviest available
Air Conditioning	Factory AC and heat
Charging system	factory-installed battery and alternator
Body Exterior	exterior color – white
	8-FT flat bed with hidden goose neck hook up and tie down rails
	Headache rack with traffic advisor strobe bar
	2 ft tool box mounted under the bed, both sides
	dual power mirrors
	Spare tire/wheel and jack
	Steps on either side of cab black in color
	Spray in bed liner black
	Tow package tow capacity minimum 15000lbs, Pintle hook and ball
Body Interior	Black or grey interior
	intermittent wipers
	tilt steering
	AM/FM radio Bluetooth
	Power seats, mirrors. door locks, and windows
	Rear backup camera
	Floor Liners, if carpet, Weather Tech, or equivalent
	legally tinted windows

Warranty	Factory plus 5-year extended warranty
4 keys	4 keys with key fobs to open locks

CITY OF TYLER SPECIFICATIONS FOR LINE ITEM 12

One (1) new current-year model 1-ton truck with a utility bed with a ladder rack, with the option to purchase additional units.

Street - 16603 (white)

** This unit is to be equipped with the manufacturer's standard equipment and/or optional equipment as follows

One Tone	1-ton chassis
	gas engine, if possible
Automatic transmission	Automatic transmission
Steering	power steering
Brakes	four-wheel disk with anti-lock
Axle	Dual wheels on the Rear axle heaviest available
Air Conditioning	Factory AC and heat
Charging system	factory-installed battery and alternator
Body Exterior	exterior color – white
	Utility bed with a ladder rack
	dual power mirrors
	Spare tire/wheel and jack
	Steps on either side of cab black in color
	Spray in bed liner black
	Tow package
Body Interior	Black or grey interior
	intermittent wipers
	tilt steering
	AM/FM radio Bluetooth
	Power seats, mirrors. door locks, and windows
	Rear backup camera
	Floor Liners, if carpet, Weather Tech, or equivalent
	legally tinted windows
Warranty	Factory plus 5-year extended warranty
4 keys	4 keys with key fobs to open locks

Group 1 – (5) new current-year model crossover SUV mid-size with the option to purchase additional units See specifications below – 15109,18113,16127,16120 – Police, 19298 Building services (white)

	Caldwell Country plus 5% not local	Tyler Motor / Hall Chev GMC	Hall Truck Center
	46120	$23,900.00	NB
plus 5%	48426		
	Chevy Traverse	Chevy Trax	

Group 2 – One (1) new current-year model PPV SUV with the option to purchase additional units, see specifications below – Fire 17110 (fire engine red)

	Caldwell Country plus 5% not local	Tyler Motor / Hall Chev GMC	Hall Truck Center
	64920	NB	NB
plus 5%	68166		
	Tahoe 4x4 PPV		

Group 3 – One (1) new current year model 3/4-ton regular cab 4x4 pickup with deerskin 6-compartment slide-in animal control unit for 8-foot bed with the option to purchase additional units. See specifications below – 19263 Animal Control

	Caldwell Country plus 5% not local	Tyler Motor / Hall Chev GMC	Hall Truck Center
	74500	65400	NB
plus 5%	78225		
	Silverado 2500 4x4	Chevy 2500	

Group 4 – Four (4) new current-year model ½ ton crew cab pickups 4x4 with the option to purchase additional units. See specifications below – Fire 11113 (Fire Engine Red),20245, and 19114 police (Navy/ Black) 17184 police (white)

	Caldwell Country plus 5% not local	Tyler Motor / Hall Chev GMC	Hall Truck Center
	44900	42900	NB
plus 5%	47145		
	CC silverado 1500 4x4	Chevy 1500	

Group 5 - Seven (7) new current-year model Mid-Size Crew Cab Pick Up trucks. See specifications below – Water office 250,9201,11111,11270,10236,12290,11264

	Caldwell Country plus 5% not local	Tyler Motor / Hall Chev GMC	Hall Truck Center
	34750	34500	NB
plus 5%	36487.5		
	cc Chevy Colorado 4x4	Chevy Colorado	

Group 6 – One (1) new current-year model 1-ton crew cab truck 4X4. See specifications below – 16201 water plant (white)

	Caldwell Country plus 5% not local	Tyler Motor / Hall Chev GMC	Hall Truck Center
	69975	69800	NB
plus 5%	$73,473.75		
	1500 silverado 4x4 3500	Chevy 3500	

Group 7 – Four (4) new current-year model ½ ton crew cab pickups 4x4 with the option to purchase additional units. See specifications below – Storm Water 20291(White), Water Distribution 16305,17307 (White), police 12292 (white)

	Caldwell Country plus 5% not local	Tyler Motor / Hall Chev GMC	Hall Truck Center

	44925	44500	NB
plus 5%	$47,171.25		
	CC 1500 silverado 4x4	Chevy 1500	

Group 8 –Two (2) new current-year model ½ ton crew cab pickup with the option to purchase additional units. See specifications below – Building Inspections 15209(White), Code Enforcement 19207 (white)

	Caldwell Country plus 5% not local	Tyler Motor / Hall Chev GMC	Hall Truck Center
	39300	40300	NB
plus 5%	41265		
	CC 1500 silverado 4x4	Chevy 1500	

Group 9 – One (1) new current year model ½ ton crew cab PPV pick up with the option to purchase additional units. See specifications below – Police- 11260 (white)

	Caldwell Country plus 5% not local	Tyler Motor / Hall Chev GMC	Hall Truck Center
	51500	50400	NB
plus 5%	54075		
	silverado ppv 1500 4x4	Chevy 1500 PPV	

Group10 – One (1) new current-year model Class 5 medium-duty truck with a 10-foot utility bed with the option to purchase additional units. See specifications below Waste Collection- 19205(white)

	Caldwell Country plus 5% not local	Tyler Motor / Hall Chev GMC	Hall Truck Center
	124950	NB	112635
plus 5%	131197.5		
	chevrolet 5500 4x2 reg cab		isuzu NRR gas

Group 11– One (1) new current-year model 1 Ton chassis with an 8ft flatbed body, with the option to purchase additional units. See specifications below Street – 17216 (white)	Caldwell Country plus 5% not local	Tyler Motor / Hall Chev GMC	Hall Truck Center
	54955	53900	NB
plus 5%	57702.75		
	chevrolet 3500 reg cab	Chevy 3500	

Group 12 –One (1) new current-year model 1 Ton chassis with a Utility bed with a ladder rack, with the option to purchase additional units. See specifications below Street –16603 (white)	Caldwell Country plus 5% not local	Tyler Motor / Hall Chev GMC	Hall Truck Center
	64350	60900	NB
plus 5%	$67,567.50		
	chevrolet 3500 reg cab	Chevy 3500	

Tyler Ford

33837.61/38621.47
Blue 34258.61/39136.47
Bronco/explorer

Tyler Ford

46910.47
interceptor

Tyler Ford

65960.47
F250 Reg Cab 4x4

Tyler Ford

46609.47
red 47259.47
blue 46959.47

Tyler Ford

32562.61
Maverick XL

Tyler Ford

78207.84
F350 CC 4X4

Tyler Ford

49192.47
F150 CC 4x4

Tyler Ford

42966.47
F150 CC 4x2

Tyler Ford

50361.47
F150 CC PPV

Tyler Ford

92527.94
F550 reg cab

Tyler Ford

62462.94
F350 reg cab

Tyler Ford

69612.94
F350 reg cab

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: January 14, 2026

Subject: Request that the City Council consider authorizing the City Manager to approve a Reconciliation Change Order and approve the release of retainage in the amount of $5,749.00 to A-10 Construction Land Improvement , LLC., for the Median Infill and Southside Parking Expansion Project.

Item Reference: **September 10, 2025 Item C-A-20**

On September 10, 2025, the City Council authorized the award of the Median Infill and Southside Parking Expansion Project to A-10 Construction Land Improvement, LLC, in the amount of $128,235.00. Construction has been successfully completed. The total cost of the project is $114,980.00, which is $13,255.00 under the original contract amount.

This request is for the approval of a reconciliation change order and the release of the retainage in the amount of $5,749.00.

FUNDING SOURCE: General Budget - Parks Department Accounts

RECOMMENDATION:

It is requested that the City Council consider authorizing the City Manager to approve a Reconciliation Change Order and approve the release of retainage in the amount of $5,749.00 to A-10 Construction Land Improvement , LLC., for the Median Infill and Southside Parking Expansion Project.

Attachments:
RCO_Median Infill_Signed.pdf
RCO Plans.pdf

Drafted/Recommended By:
Department Leader Cody Bain, PE, Project Engineer / Cameron Williams, PE, Director of Engineering Services

Edited/Submitted By:
City Manager

A-10 Construction Land Improvement
14028 County Road 2141
Troup, TX 75789

TO: Cody Bain, PE, Project Engineer
CITY OF TYLER
PO BOX 2039
TYLER, TEXAS 75710

RECONCILIATION CHANGE ORDER: 3-Final
PROJECT #: 25-077
DATE: 1/14/2026

TOTAL CONTRACT AMOUNT: $128,235.00

Median Infill and Southside Parking Expansion Project
Reconciliation Change Order

	Contract Amount	Final Cost	Budget Remaining
Parks Southside Park	$37,525.00	$39,270.00	($1,745.00)
Parks Medians	$90,710.00	$75,710.00	$15,000.00
	$128,235.00	$114,980.00	$13,255.00
			Under Contract

This document will become a supplement to the contract and all provisions will apply hereto.

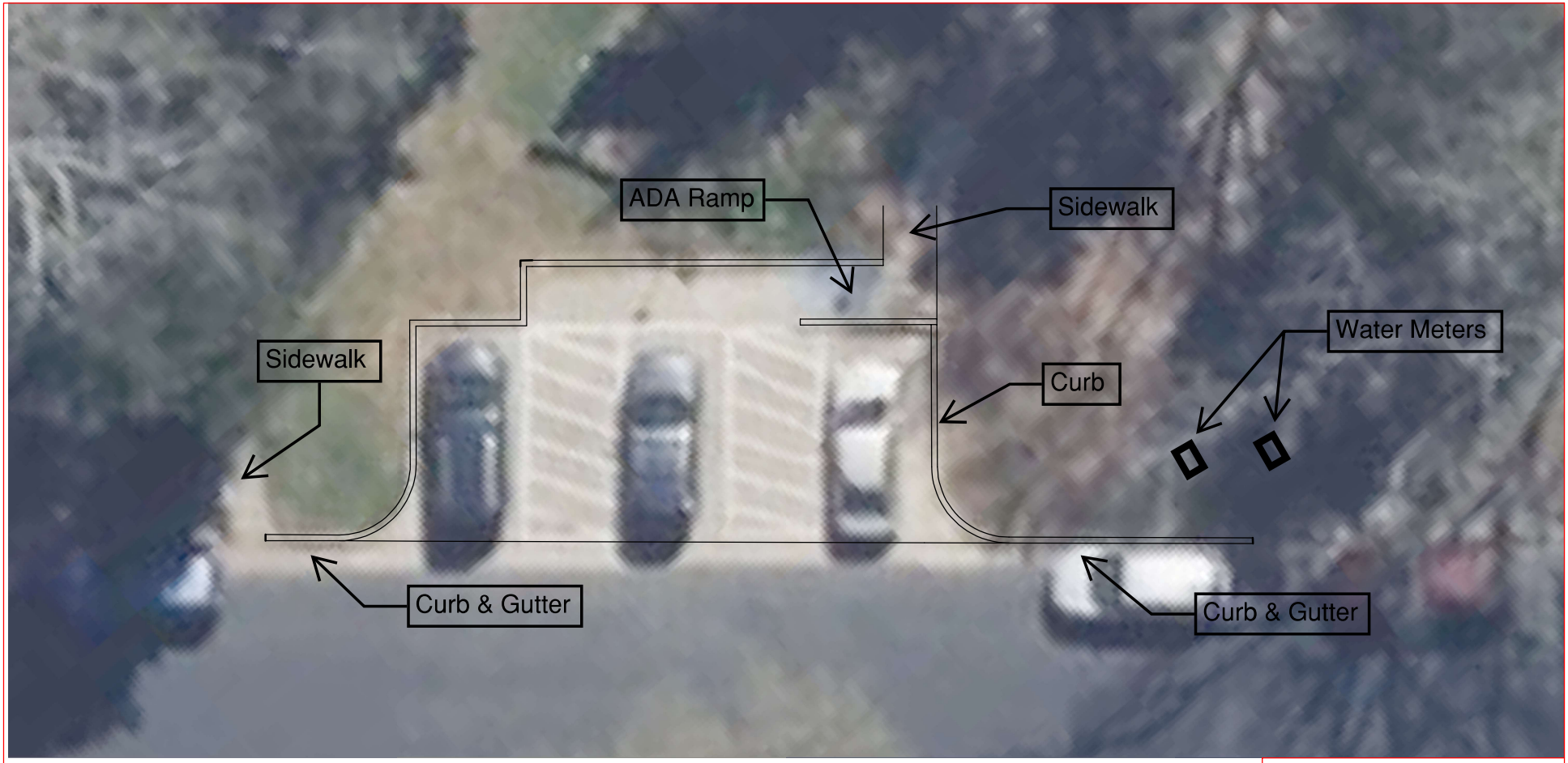
Recommended for approval:

City Engineer — Date 12/17/25

Contractor — Date 12/19/25

Project Engineer/Manager — Date 12/17/25

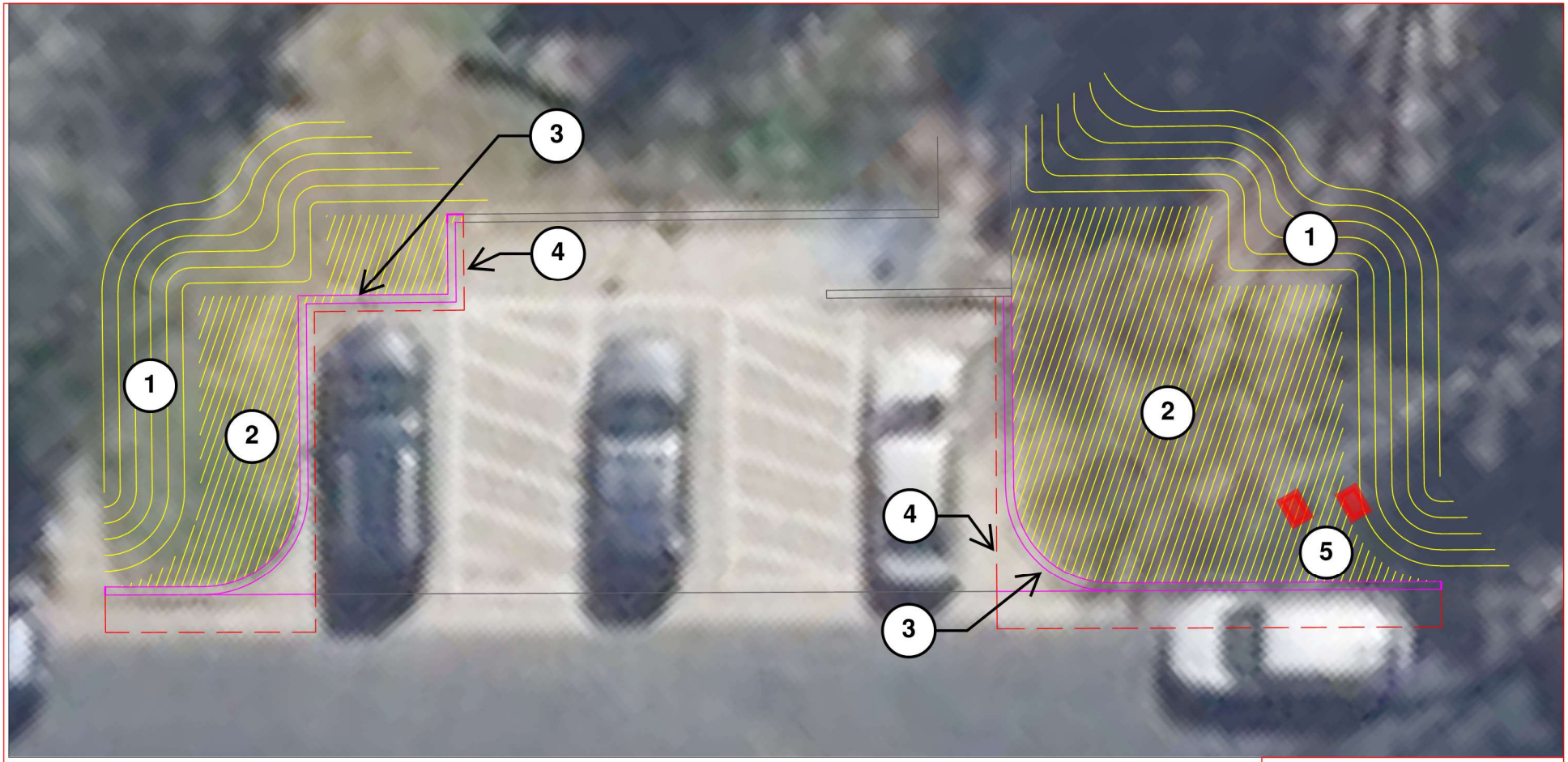
Total completed & stored to date	$114,980.00
Less Retainage	$5,749.00
Total Earned less Retainage	$109,231.00
Less Previous Paid Application	$109,231.00
Final Payment Retainage	**$5,749.00**



SOUTHSIDE
PARKING EXPANSION

EXHIBIT 1
EXISTING PAVEMENT LAYOUT

SCALE	DATE	DRAWN
NTS	08/08/2025	CSB

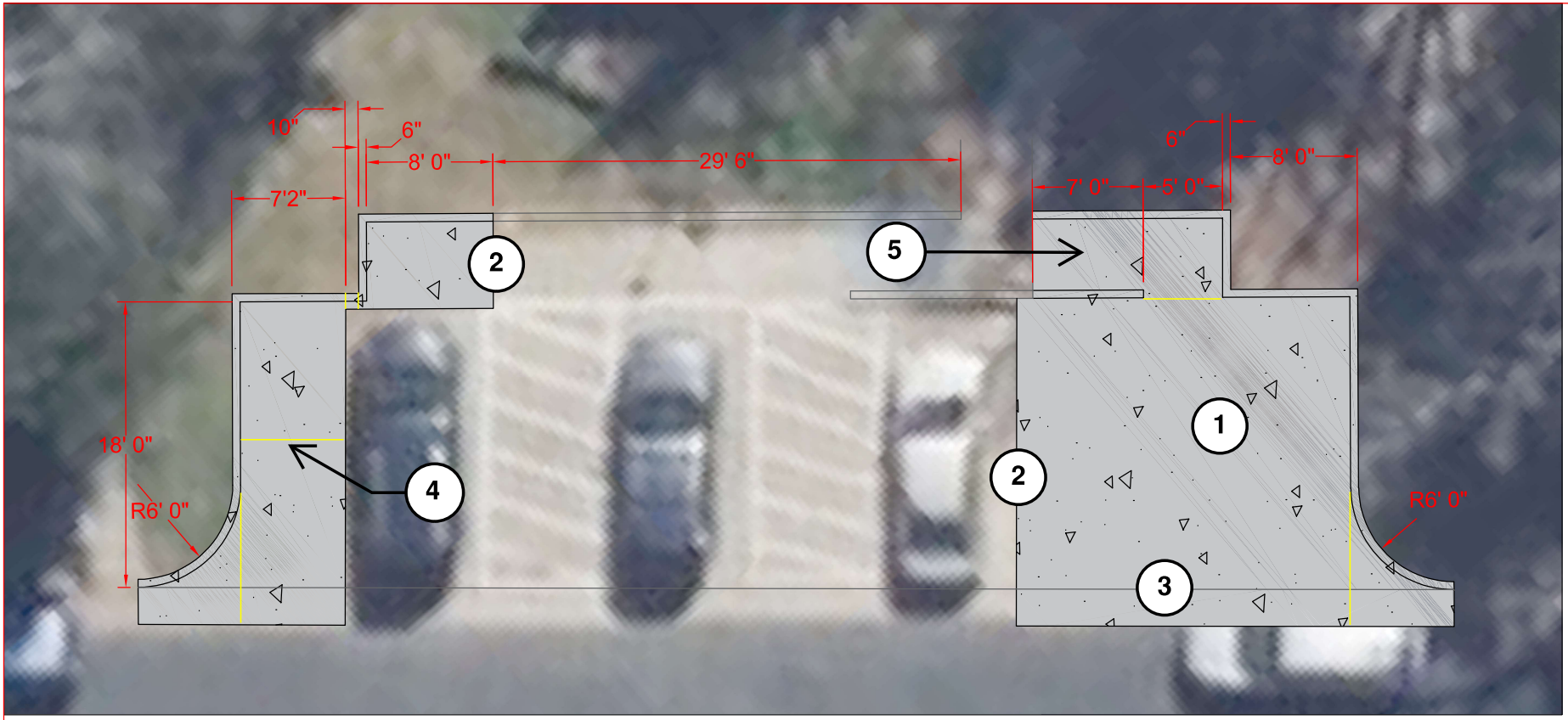


NOTES:
1. Slope ground from back of new curb (not shown) up to natural grade over approximately 7-feet. Cut roots as needed.
2. Cut, level, and compact subgrade. Proof-roll, and replace soft areas with compacted select fill as needed.
3. Curb, gutter, and pavement to be removed as indicated.
4. Sawcut edges of concrete removal area. Depth of cut shall be minimum half depth of existing pavement plus 1/2" and through steel reinforcement.
5. Move water meters and service lines south as needed to clear new pavement area.

SOUTHSIDE
PARKING EXPANSION

EXHIBIT 2
PAVEMENT DEMO AND GRADING LAYOUT

SCALE	DATE	DRAWN
NTS	08/08/2025	CSB



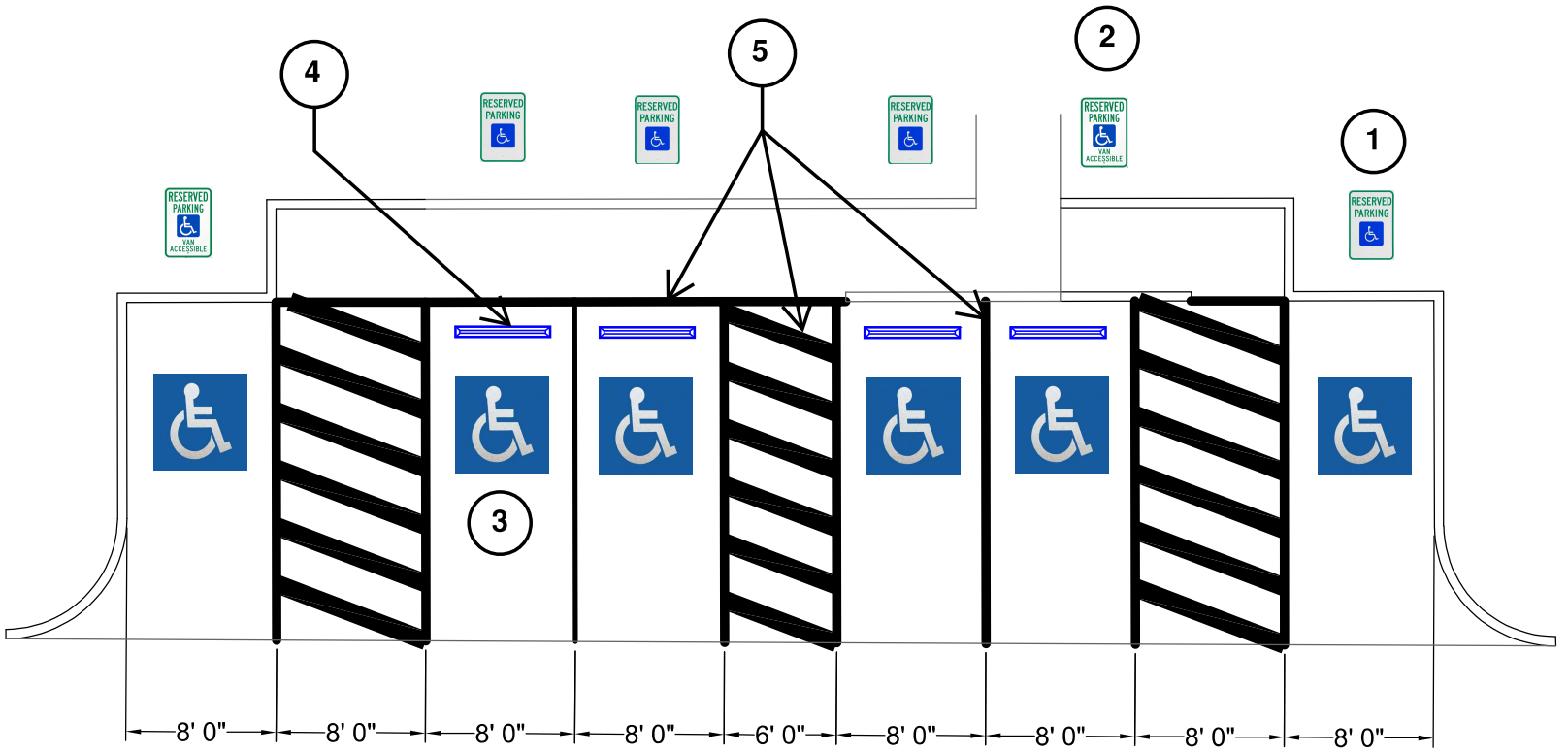
NOTES:

1. New concrete pavement matches existing pavement thickness (min 6"), slope, and elevation. See provided concrete pavement detail.
2. Provide expansion joint between existing and new concrete, connected with smooth dowels and sealed according to provided expansion joint detail.
3. Match profile of existing gutter.
4. Provide construction or contraction joints at appropriate spacing according to the provided details. Example locations shown.
5. ADA ramp with curb and surface finish matching existing.

SOUTHSIDE
PARKING EXPANSION

EXHIBIT 3
NEW PAVEMENT LAYOUT

SCALE	DATE	DRAWN
NTS	08/08/2025	CSB

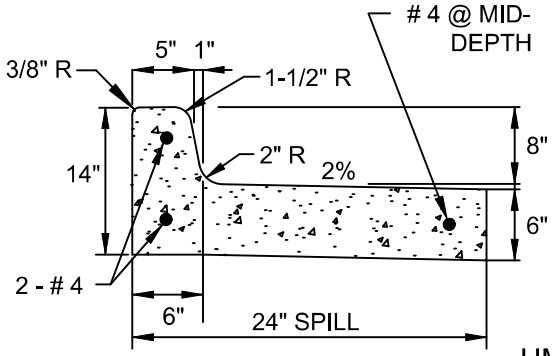


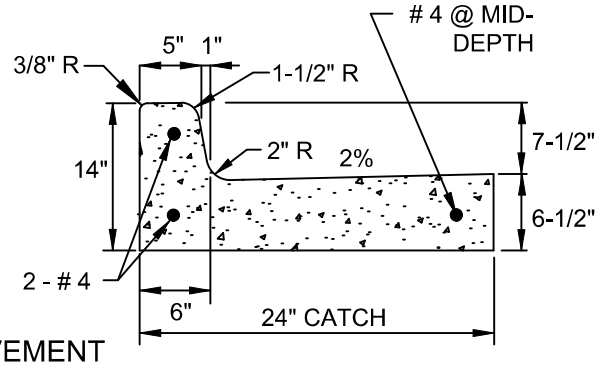
NOTES:
1. Install "standard" handicap reserved parking signs in 4 locations, as shown.
2. Install Van Accessible handicap reserved parking signs in 2 locations, as shown.
3. Handicap parking pavement markings.
4. Provide post-installed concrete parking barriers in 4 locations, as shown.
5. All pavement striping is 4-inch white, painted, non-reflective.

SOUTHSIDE
PARKING EXPANSION

EXHIBIT 4
PAVEMENT STRIPING AND
MARKING LAYOUT

SCALE	DATE	DRAWN
NTS	08/08/2025	CSB

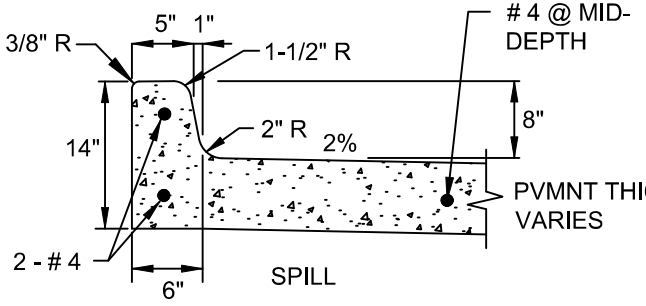


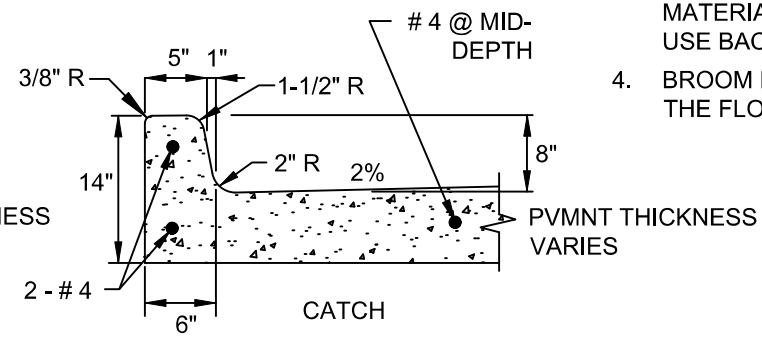


HMAC PAVEMENT

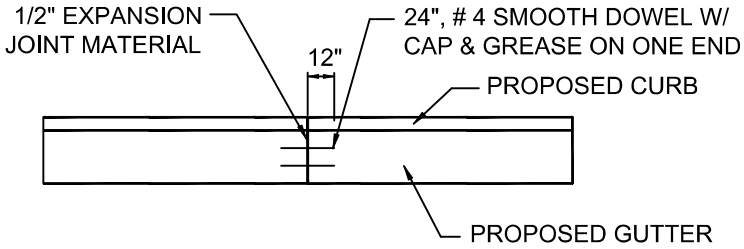
NOTES:

1. SEE "PAVING AND DRIVEWAYS NOTES" AND "CONCRETE NOTES" FOR MORE INFORMATION.
2. USE PROPOXY 300 BY UNITEX, OR EQUAL, PER MANUFACTURER'S SPECIFICATIONS, TO EPOXY DOWELS INTO EXISTING CONCRETE. ITEM IS SUBSIDIARY TO CONCRETE REPAIR.
3. EXPANSION JOINTS SHALL BE SEALED WITH APPROVED MATERIAL, PER TXDOT DMS-6310. USE BACKER ROD AS REQUIRED.
4. BROOM FINISH PERPENDICULAR TO THE FLOW.

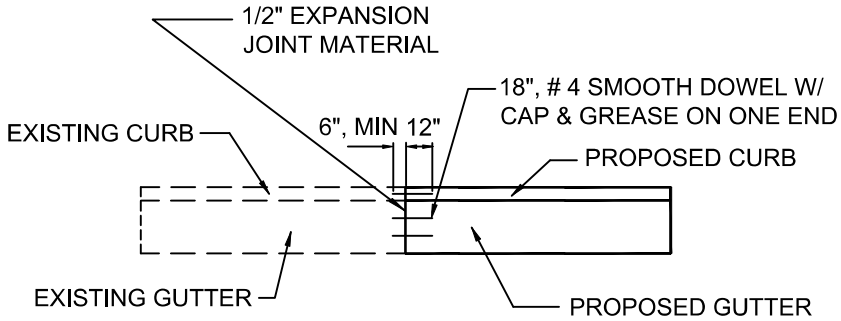




CONCRETE PAVEMENT



DOWEL DETAIL "A"
NEW CURB AND GUTTER
PLAN VIEW



DOWEL DETAIL "B"
EXTENSION OF EXISTING CURB AND GUTTER
PLAN VIEW

CITY OF TYLER
CIP PROJECT DETAIL

CURB AND GUTTER

REVISION DATE:

NOVEMBER 1, 2023

Median Infill Quantities Table

Median Infill Quantities: Base Bid

Infill No.	Direction	Group	Location	Notes	Infill Length (ft)	Infill Width (ft)	Infill Area (SF)	Infill Area (SY)	Soil & Plant Demo (CY)	Select Fill (CY)	Move/Cap Water Utilities
1	Only	Corparate	Loop 323 & Corparate	2 irrigation boxes, drip lines many rose bushes, weeds, trees	150	12	1800	200.00	44.44	22.22	2
2	North	Alta Mira	Loop 323 & Alta Mira	1 irrigation box, 3 bush trees	100	8	800	88.89	19.75	9.88	1
3	South	Alta Mira	Loop 323 & Alta Mira	1 irrigation box, 3 bush trees	100	8	800	88.89	19.75	9.88	1
							3400	**377.78**	**83.95**	**41.98**	**4**

Alternate 1: Jones Group

Infill No.	Direction	Group	Location	Notes	Length (ft)	Width (ft)	Square Feet (SF)	Square Yards (SY)	Soil & Plant Demo (CY)	Select Fill (CY)	Move/Cap Water Utilities
4	North	Jones	Loop 323 & Jones	1 irrigation box	100	10	1000	111.11	24.69	12.35	1
5	South	Jones	Loop 323 & Jones	none	100	10	1000	111.11	24.69	12.35	
							2000	**222.22**	**49.38**	**24.69**	**1**

Alternate 2: Marilyn Group

Infill No.	Direction	Group	Location	Notes	Length (ft)	Width (ft)	Square Feet (SF)	Square Yards (SY)	Soil & Plant Demo (CY)	Select Fill (CY)	Move/Cap Water Utilities
6	Only	Marilyn	Loop 323 & Marilyn	1 irrigation box, many rose bushes	100	8	800	88.89	19.75	9.88	1
							800	**88.89**	**19.75**	**9.88**	**1**

Stamped Medians Bid Locations - W NW Loop 323



Legend

Proposed Stamped Medians

Corporate Group - Base Bid

This map represents areas open for stamped medians bids. Size included below 11x150 ft (1650 sq. ft total)

Map Created By: Luke Alfaro

N

0 95 190 380 Feet

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CITY OF TYLER URBAN FORESTRY

Stamped Medians Bid Locations - S SE Loop 323



Legend

Proposed Stamped Medians

Alta Mira Group - Base Bid

This map represents areas open for stamped medians bids. Size included below 10x100 ft each (2000 sq. ft total)

Map Created By: Luke Alfaro

N

0 55 110 220 Feet

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CITY OF TYLER URBAN FORESTRY

Stamped Medians Bid Locations - S SE Loop 323



Legend

Proposed Stamped Medians

Jones Group - Alternate 1

This map represents areas open for stamped medians bids. Size included below 9x100 ft each (1800 sq. ft total)

Map Created By: Luke Alfaro

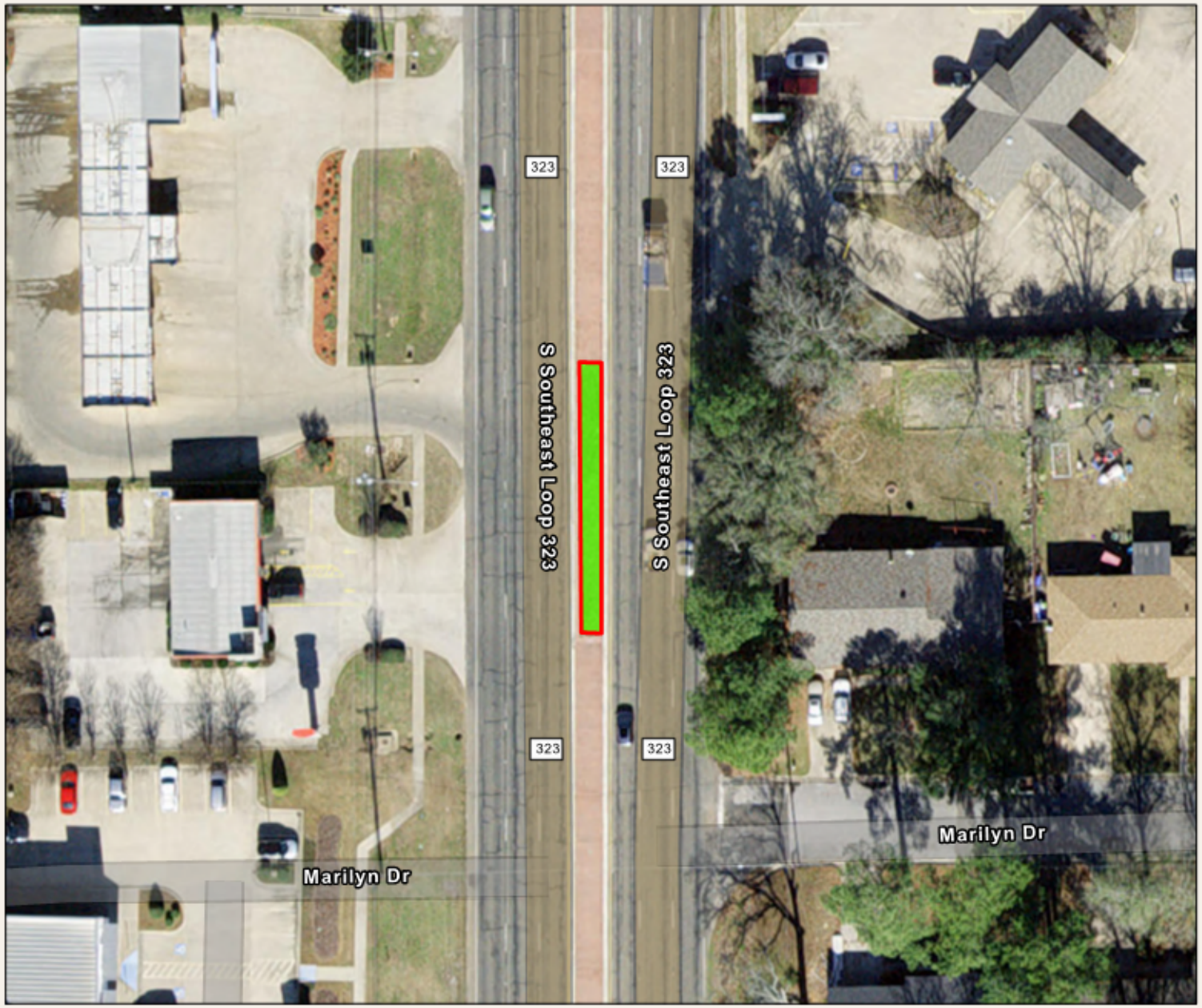
N

0 87.5 175 350 Feet

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CITY OF TYLER URBAN FORESTRY

Stamped Medians Bid Locations - S SE Loop 323



Legend

Proposed Stamped Medians

Marilyn Group - Alternate 2

This map represents areas open for stamped medians bids. Size included below 8x100 ft each (800 sq. ft)

Map Created By: Luke Alfaro

N

0 35 70 140 Feet

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CITY OF TYLER URBAN FORESTRY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: January 14, 2026

Subject: Request that the City Council consider authorizing the City Manager to execute an additional services agreement with Halff Associates, Inc. in the amount of $43,155.00 for the Shiloh Road Improvements and Widening preliminary engineering report.

Item Reference: **M-4 on July 28, 2021; M-5, on May 11, 2022; C-A-3 on January 10, 2024**

BACKGROUND
In July 2021, the Half Cent Sales Tax Board recommended City Council approval of the annual work program list, which included the Preliminary Engineering Report for the Shiloh Road widening project. A Request for Qualifications (RFQ) for civil engineering services was advertised on December 17, 2021. Six firms submitted Statements of Qualifications, and Halff Associates was selected. The Half-Cent Sales Tax Board approved funding and the City Council approved the contract with Halff Associates on May 11, 2022, for an original amount of $397,796. The goal of the project was to evaluate design options, provide guidance, and assess cost feasibility for improvements and widening of Shiloh Road from Highway 110 west to Old Omen Road.

PREVIOUS ADDITIONAL SERVICES
In January 2024, the Half-Cent Sales Tax Board and City Council approved $23,500 for a traffic study to confirm the ultimate cross-section for Shiloh Road and evaluate alternate routes for future growth and development as additional constraints and concerns drove the needed for a more in-depth analysis than was initially scoped. The traffic study also addressed questions that were raised by stakeholders during the public engagement process.

CURRENT REQUEST
The project is wrapping up final comments and recommendations and there is a request of $43,155.00 in additional services to address extended project duration and expanded design scope. The reason for the additional services is summarized below:

Project Management:
o Original schedule was nine months; extended to 42 months for additional stakeholder involvement, traffic study, and design changes.
o Halff attended nine additional coordination meetings with the City and 12 additional stakeholder meetings.

Roadway Design:
o Prepared additional alternative exhibits for Kent Drive realignment.
o Developed schematic roll plot for phased 3-lane construction in addition to ultimate 5-lane design.
o Created exhibit for Grande Boulevard and Old Omen Road Extension as an alternative route.
o Incorporated alternatives into the Preliminary Engineering Report.
o Provided quantity takeoffs and cost estimates for each alternative.

FINANCIAL SUMMARY
* Original Contract: $397,796
* Additional Services (Jan 2024): $23,500
* Current Additional Services Request: $43,155
* Revised Total Contract Amount: $464,451

The Half-Cent Sales Tax Board approved funding for the additional services agreement on January 13, 2025.

FUNDING SOURCE: Half Cent Sales Tax

RECOMMENDATION:

It is requested that the City Council authorize the City Manager to execute an additional services agreement with Halff Associates, Inc. in the amount of $43,155.00 for the Shiloh Road Improvements and Widening preliminary engineering report.

Attachments:
Shiloh Road Improvements Additional Services

Drafted/Recommended By:
Department Leader Cameron L. Williams, PE, PTOE, PTP - Director of Engineering Services

Edited/Submitted By:
City Manager

ADDITIONAL SERVICES CONFIRMATION
AND CHANGE ORDER

PURSUANT TO THE STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
***CITY OF TYLER, TEXAS* ("CLIENT") AND HALFF ASSOCIATES, INC. ("HALFF")**
DATED _MAY 31, 2022_

In accordance Article III Section h. of the Standard Form of Agreement for Professional Services by and between Halff and the Client referenced above (the "Agreement"), Client and Halff hereby mutually agree upon the terms set forth in this Additional Services Confirmation and Change Order (the "Change Order'). To the extent this Change Order conflicts with the Agreement, the Agreement shall control.

Project Information:

Project Name: Shiloh Road Improvements and Widening

Project Number (AVO): 46582

Additional Services:

Description of Additional Services performed by Halff:

Project Management

- Project was originally scheduled to be completed in 9 months. Project schedule was extended to 42 months to allow for additional Stakeholder involvement, Traffic Study, and design changes due to site conditions and stakeholder comments.
- Halff attended 9 additional coordination meetings with the City of Tyler.
- Halff attended 12 additional stakeholder meetings.

Roadway Design

- Halff prepared additional alternative exhibits for the realignment of Kent Drive
- Halff provided a schematic roll plot for phased 3-lane construction in addition to the ultimate 5- lane design.
- Halff provided exhibit for a Grande Boulevard and Old Omen Road Extension as an alternative route.
- Halff incorporated the additional alternatives into the Preliminary Engineering Report.
- Halff provided quantity takeoffs and project estimates for each of the additional alternatives provided.

Phase/Task	Subtotal
PROJECT MANAGEMENT	$ 13,437.00
ROADWAY DESIGN	$ 29,718.00
Develop additional alternatives for City's consideration	$ 22,267.00
Prepare Preliminary Engineering Report (PER)	$ 2,205.00
Project Takeoffs and OPCC	$ 4,256.00
QA/QC	$ 990.00
Supplemental Total	**$ 43,155.00**

[**Cost Estimates**. Client acknowledges and agrees that Halff's preparation of any estimate of probable design and/or construction costs, preliminary or otherwise, and any updated estimates of probable costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.]

Additional Deliverables:

Kent Drive Exhibits and OPCC
Phased 3-Lane Schematic and OPCC
Grande/Old Omen Alignment and OPCC

Additional Services Fee:

Type: ☒ Lump Sum $ 43,155.00

☐ Houry Rate $_____/hour

Upon full execution of this Change Order by Client and Halff, Halff shall commence performance of the Additional Services described herein in accordance with the terms and conditions of the Agreement.

Halff Associates, Inc.	***CITY OF TYLER, TEXAS***
_____	_____
Signed by an **Authorized Representative**	Signed by an **Authorized Representative**
Print Name: Michael Medford	Print Name: _____
Title: Vice President	Title: _____
Date Signed: _____	Date Signed: _____

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: January 14, 2026

Subject: Request that the City Council consider authorizing the City Manager to execute Amendment No.2 to Halff Associates, Inc. Work Order No. 1 in an amount not to exceed $7,602.63 to provide additional services for the 2022 Highway Safety Improvement Projects.

Item Reference: **City Council Agenda Item 9/13/2023, R-1; 10/11/2023, C-A-9; 10/22/2025, C-A-6**

In 2023, funds in the amount of $190,000.00 were approved for Halff Associates, Inc. to provide engineering design services for three Highway Safety Improvement Projects (HSIP). Those projects were as follows:

* FM 756/Paluxy Drive & Shiloh Road Traffic Signal & Pedestrian Facilities (CSJ 0492-04-045)
* US 69/S Broadway Avenue &Amherst Drive Traffic Signal & Pedestrian Facilities (CSJ 0191-01-096)
* US 271/SH 155 & Loop 323 Extension Traffic Signal & Pedestrian Facilities (CSJ 0165-01-109)

The designs were completed, and the Texas Department of Transportation (TxDOT) bid the projects and TxDOT is currently overseeing the construction of the project. During construction, utility conflicts were identified out in the pavement between existing Tyler Water Utilities' (TWU) water lines and proposed traffic signal conduit bores. Due to recent issues with other underground contractors hitting and damaging water lines, TWU required the depths of the water lines to be identified prior to allowing this contractor to complete the conduit bores. There were additional costs to complete these locates due to the water lines being under pavement which is more than what was identified within the scope of work for the contractor, as approved by TxDOT.

The same contractor is working on another project within the City of Tyler, under TxDOT's supervision, to provide vehicle detection upgrades to eleven intersections which the City of Tyler operates. This design of this project is overseen by TxDOT with funding coming from the federal Carbon Reduction Program associated with the Infrastructure Investment and Jobs Act. Several of these intersections also have utility conflicts between TWU water lines which are under the pavement and proposed conduit bore paths.

In October 2025, the Half Cent Salex Tax Board approved Amendment No. 1 for Halff Associates for potholing services to address these utility conflicts.

At that time the estimated cost to provide potholing services which included identifying locations, coring the pavement, hydrovac out roadway material, backing filling with a flowable fill, re-instating the pavement cores, and providing traffic control for up to 10 potholes was $48,065.00. These services were on an hourly/time and expense basis not to exceed. The original design contract with Halff Associates, Inc. had two tasks totaling $30,000.00, for ROW Acquisition and Subsurface Utility Engineering, which had not been utilized. The unused funds were re-allocated to the potholing services requiring an additional services increase of $18,065.00 ($48,065.00-$30,000.00 = $18,065.00).

After locating all the conflicting water lines, the total potholing costs came to $55,667.63, an increase of $7,602.63 above the original estimate of $48,065.00. The increase was mostly due to additional cost associated with the traffic control.

A summary of the entire project design costs is as follows:

Original Design Contract = $190,000.00
Amendment No 1. - Additional Services = $18,065.00
Amendment No 2. - Additional Services = $7,602.63
Total Costs = $215,667.63

Funding was approved by the Half-Cent Sales Tax Board on January 13, 2025.

Fund Source: Half-Cent Sales Tax Fund

RECOMMENDATION:

It is requested that the City Council authorize the City Manager to execute Amendment No.2 to Halff Associates, Inc. Work Order No. 1 in an amount not to exceed $7,602.63 to provide additional services for the 2022 Highway Safety Improvement Projects.

Attachments:
Additional Services

Drafted/Recommended By:
Department Leader Cameron L. Williams, PE, PTOE, PTP - Director of Engineering Services

Edited/Submitted By:
City Manager

ADDITIONAL SERVICES CONFIRMATION
AND CHANGE ORDER

PURSUANT TO THE STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
***CITY OF TYLER, TEXAS* ("CLIENT") AND HALFF ASSOCIATES, INC. ("HALFF")**
DATED 10/23/2023

In accordance Article III Section h. of the Standard Form of Agreement for Professional Services by and between Halff and the Client referenced above (the "Agreement"), Client and Halff hereby mutually agree upon the terms set forth in this Additional Services Confirmation and Change Order (the "Change Order'). To the extent this Change Order conflicts with the Agreement, the Agreement shall control.

Project Information:

Project Name: 2022 Highway Safety Improvement Program – Traffic Signal Projects

Project Number (AVO): 55903.001

Additional Services:

Description of Additional Services to be performed by Halff:

Certified Traffic Control for Utility Locating Quality Level A

- Traffic Control cost for the SUE Level A work was estimated to be $8,750.00. Total final cost of Traffic Control for the project was $16,611.38 for a difference of $7,861.38

	Contract amount remaining	Actual spent amount	Difference
SUE Phase	$ 48,065.00	$ 55,667.63	$ (7,602.63)

Additional Deliverables:

Additional Services Fee:

Type: ☒ Lump Sum $ 7,602.63

☐ Houry Rate $ _____/hour

Schedule of Performance for Additional Services:

Start Date: 10/6/2025
End Date: 10/24/2025
Other Time Related Commitments and Details:

Upon full execution of this Change Order by Client and Halff, Halff shall commence performance of the Additional Services described herein in accordance with the terms and conditions of the Agreement.

Halff Associates, Inc.	***CITY OF TYLER, TEXAS***
Signed by an **Authorized Representative**	Signed by an **Authorized Representative**
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: January 14, 2026

Subject: Request that the City Council consider authorizing the City Manager to execute Contract No. 103772, Work Order No. 7 for $149,300.00 with KSA Engineers for engineering services for Grant 59 Runway 13-31 Rehabilitation Preliminary Engineering Report (PER) through the 2023 approved Master Service agreement with Tyler Pounds Regional Airport.

Item Reference:

The Work Order is for professional services for the development of plans and specifications for this project. The rehabilitation of the surface of Runway 13-31 will be via asphalt mill and overlay. This will restore the pavement's surface condition, improving safety and operational performance for all aircraft operations, and reducing maintenance requirements over the next decade. Overall, this rehabilitation will extend the service life of the runway pavement, ensure continued compliance with FAA pavement standards, and support the Airport's long-term operational reliability.

Basic Engineering and Additional Services:
Task 1 Site Investigation: $3,400.00
Task 2 PER: $61,580.00
Surveying: $26,330.00
Geotechnical Investigation: $57,990.00
Grand Total: $149,300.00

The FAA will reimburse 95 percent of the project's cost, requiring a 5 percent local match funding.

An Independent fee assessment was completed on August 15, 2025, and the costs for this project were deemed appropriate.

Funding: Amount:
FAA Funding from Grant 59 (95%) $ 141,835.00
Local Funds from the Half Cent Sales Tax Fund (5%) $ 7,465.00
Total $ 149,300.00

The Half Cent Sales Tax Board will consider the funding of the 5% match on January 13, 2026.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute Contract No.

103772, Work Order No. 7 for $149,300.00 with KSA Engineers for engineering services for Grant 59 Runway 13-31 Rehabilitation Preliminary Engineering Report (PER) through the 2023 approved Master Service agreement with Tyler Pounds Regional Airport.

Attachments:
13-31 Rehab Contract 103772, WO 7 KSA

Drafted/Recommended By:
Department Leader Steve Thompson, Airport Director

Edited/Submitted By:
City Manager

WORK ORDER FOR PROFESSIONAL SERVICES
CONTRACT NO. 103772
WORK ORDER NO. 7 (SEVEN)

Runway 13-31 Rehabilitation (PER)

This Work Order constitutes authorization by the City of Tyler, Texas (OWNER) for KSA Engineers, Inc. (ENGINEER) to provide engineering services for the above titled project (hereinafter called the PROJECT). The PROJECT includes the following Special Services:

ENGINEER shall provide engineering services for the OWNER in accordance with the ENGINEERING CONTRACT dated April 3, 2023. The scope of services for this part of the work is generally as follows:

1) SECTION 2.B – During the Preliminary Report Phase Engineer shall: Provide the services described in SECTION 2.B of the ENGINEERING CONTRACT.

2) SECTION 2.C – Delete the Design Phase. Services not included in this work order.

3) SECTION 2.D – Delete the Construction Phase. Services not included in this work order.

4) Project Specific Scope: See attached Exhibit A

5) Additional Services of ENGINEER: Geotechnical Investigation and Topographic Survey

6) OWNER's Responsibilities: The OWNER's responsibilities shall be as described in SECTION 4 of the ENGINEERING CONTRACT.

7) Engineering Fees: The fees for the various services to be provided by the ENGINEER are as follows (subject to the conditions of the Agreement): See Attached Exhibit A.

8) Method of payment for various project components:

   OWNER shall pay the ENGINEER for services rendered as provided for in SECTION 5 of the said ENGINEERING CONTRACT unless modified herein and agree to by both parties to said contract.

COMPENSATION:

Basic Engineering Services:

Task 1 Site Investigation	$ 3,400.00
Task 2 Preliminary Engineering Report	$ 61,580.00
TOTAL BASIC SERVICES	**$ 64,980.00**

Additional Services:

Surveying	$ 26,330.00
Geotechnical Investigation	$ 57,990.00
TOTAL ADDITIONAL SERVICES	**$ 84,320.00**
GRAND TOTAL ALL SERVICES	**$ 149,300.00**

9) Schedule: The ENGINEER shall perform services for each project in accordance with the following schedule:

Site Investigation	60 calendar days following NTP
Preliminary Engineering Report	120 calendar days following NTP

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. 7 to the ENGINEERING CONTRACT dated April 3, 3023 on this the ____ day of _____, 2025.

OWNER:

CITY OF TYLER, TEXAS

BY:_____

ATTEST:_____

DATE:_____

ENGINEER:

KSA ENGINEERS, INC

BY:_____
CRAIG H. PHIPPS, P.E.

ATTEST: Sheila Rogers

DATE: December 17, 2025

City Council Approval Date:_____

Exhibit A

Tyler Pounds Regional Airport

Tyler, Texas

Runway 13-31 Rehabilitation

Preliminary Engineering Report Phase

Scope of Work Outline

Runway 13-31 Rehabilitation	**103772**

Tyler Pounds Regional Airport (TYR, Airport) intends to rehabilitate the surface of Runway 13-31 via asphalt mill and overlay. Rehabilitating Runway 13-31 will restore the pavement's surface condition, improving safety and operational performance for all aircraft operations. The overlay will address surface distresses such as cracking and raveling, reducing the potential for FOD and reducing maintenance requirements over the next decade. Additionally, the project will enhance surface friction, contributing to safer aircraft operations, particularly in wet conditions. Overall, this rehabilitation will extend the service life of the runway pavement, ensure continued compliance with FAA pavement standards, and support the Airport's long-term operational reliability. KSA's preliminary opinion of probable construction cost is $5.37 M.

This proposal consists of the Site Investigation and Preliminary Engineering Report (PER) phases. Final Design, Bidding, and Construction Phase Services will be proposed after completion of the PER.

Funding for the project will come from the Federal Aviation Administration and City of Tyler. KSA Engineers, Inc. (KSA) will be the prime consultant. Subconsultants and scope of work are as follows:

- ETTL Engineers & Consultants – geotechnical investigation

1.1 Scope of Services

Task 1 – Site Investigation

- Geotechnical investigation by ETTL Engineers & Consultants
- Geotechnical subconsultant management and coordination by KSA
- Topographic survey by KSA

Task 2 – Preliminary Engineering Report

- Attend kickoff meeting and site visit (Sr PM & Design Engineer, McKinney, TX)
- Review of existing plans and documentation
- Prepare preliminary drawings
- Prepare preliminary opinion of probable project cost
- Design pavement section using FAARFIELD software
- Prepare preliminary engineering report
- Quality control review
- Submit PER and attend review meeting (Sr PM & Design Engineer, McKinney, TX)
- Address PER comments and resubmit

Documentation to be Provided by TYR:

- Record drawings and maintenance records for Runway 13-31.

Assumptions:

- This scope of services does not include final design services, architectural services, bidding services, construction administration services, resident project representative (RPR), or construction materials acceptance testing services.

1.2 Compensation & Design Schedule

KSA proposes to provide the services described above for a lump sum fee of **$149,300**. The lump sum fee associated with each phase is as shown below.

Phase	Amount	Estimated Schedule
Task 1 – Site Investigation	$87,720	60 calendar days
Task 2 – Preliminary Engineering Report	$61,580	60 calendar days
Total	**$149,300**	**120 calendar days**

Subconsultant fees are included in the lump sum fees listed above. Subconsultant proposals are included under Attachment A. Subconsultant fees are as follows:

ETTL Engineers & Consultants: $57,990

The above fees are based on the scope of work assumed in this proposal. Additional KSA services not included in this proposal can be provided in accordance with KSA's current hourly reimbursable fee schedule transmitted with this proposal. No additional work will be performed without prior written approval from TYR and the City of Tyler.

Tyler Pounds Regional Airport
Runway 13-31 Rehabilitation
KSA Project No. 103772
Manhour Projection and Fee Calculation
Version: July 18, 2025

Task ID	Task Description	Projected Manhours								Travel Expenses, Mileage & Per Diem ($0.70/mile)	Sub-consultants *	Total
		Principal in Charge	Senior Project Manager	Design Engineer	Senior Design Technician	Project Assistant	Two-Man Survey Crew	Senior Registered Surveyor	Total Man Hours			
Task 1 - Site Investigation												
1.01	Geotechnical Investigation (Subconsultant: ETTL)								0		$57,990	$57,990
1.02	Geotechnical Subconsultant Management & Coordination	1	8	2		4			15			$3,400
1.03	Topographic Survey (KSA Surveyors, Longview, TX)					8	100	16	124	$2,850		$26,330
	Phase Totals	**1**	**8**	**2**	**0**	**12**	**100**	**16**	**139**	**$2,850**	**$57,990**	**$87,720**
Task 2 - Preliminary Engineering Report												
2.01	Project Management	2	16			2			20			$5,460
2.02	Project Kick-Off Meeting & Site Visit		8	8					16	$200		$3,560
2.03	Review of Existing Plans and Documentation		4	8	4	2			18			$3,140
2.04	Prepare Preliminary Drawings		8	32	40	4			84			$13,640
2.05	Prepare Preliminary EOPPC		4	24	16	2			46			$7,300
2.06	Pavement Section Design		4	8	4				16			$2,880
2.07	Prepare Preliminary Engineering Report		16	80		4			100			$16,200
2.08	Quality Control Review	2	4						6			$1,840
2.09	Attend PER Review Meeting		8	8					16	$200		$3,560
2.10	Address PER Comments		4	16	4				24			$4,000
	Phase Totals	**4**	**76**	**184**	**68**	**14**	**0**	**0**	**346**	**$400**	**$0**	**$61,580**
	Total Projected Manhours	**5**	**84**	**186**	**68**	**26**	**100**	**16**	**485**			
	Hourly Rate	$360	$280	$140	$160	$130	$190	$215	**$88,060**	**$3,250**	**$57,990**	**$149,300**
	Total Estimated Cost	$1,800	$23,520	$26,040	$10,880	$3,380	$19,000	$3,440				

*Reference subconsultant proposals for scope of services

KSA
a Pape-Dawson company

2025 SCHEDULE OF HOURLY FEES - Aviation

Principal	$360.00/hour
Senior Aviation Planner	$260.00/hour
Aviation Planner	$185.00/hour
Electrical Engineer	$225.00/hour
Electrical Design Engineer	$160.00/hour
Senior Project Manager	$280.00/hour
Project Manager	$215.00/hour
Senior Project Engineer	$200.00/hour
Project Engineer	$180.00/hour
Senior Design Engineer	$160.00/hour
Design Engineer	$140.00/hour
Senior Project Architect	$285.00/hour
Project Architect	$145.00/hour
Design Architect	$110.00/hour
Senior Engineering Technician	$230.00/hour
Engineering Technician	$125.00/hour
Senior Design Technician	$160.00/hour
Design Technician	$100.00/hour
Project Assistant	$130.00/hour
Senior CAD Technician	$120.00/hour
CAD Technician	$ 95.00/hour
Senior Project Representative	$130.00/hour
Project Representative	$110.00/hour
Graphic Designer	$ 80.00/hour
Grant Administrator	$150.00/hour
Administrative Assistant	$100.00/hour
Secretary	$ 65.00/hour
Three-Man Survey Crew	$235.00/hour
Two-Man Survey Crew	$190.00/hour
Senior Registered Surveyor	$215.00/hour
Registered Surveyor	$175.00/hour
Senior Survey Technician	$125.00/hour
Survey Technician	$110.00/hour
Mileage	$ 0.70/mile
ATV (4-Wheeler)	$100.00/day
GPS	$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

KSA
a Pape-Dawson company

Attachment A – Subconsultant Proposals

Geotechnical Investigation Proposal

Company Name: KSA
Client: James McKenzie
Address: 8866 Synergy Drive
McKinney, TX 75070
jmckenzie@ksaeng.com

Proposal No.: P-5029-25

Subject: Geotechnical Investigation
Project Name: Tyler Pounds Runway 1331
Project Location: 700 Skyway Blvd, Tyler, TX 75704
Date Issued: 7/14/2025

Dear James McKenzie

The following estimate is in response to your request for a geotechnical investigation and report for Runway 1331 of Tyler Pounds Airport in Tyler, TX. We have proposed 12 borings to a depth of 5' to assess the soil profile across the proposed site. All borings will be backfilled with soil cuttings, and pavement cores will be patched at the completion of drilling. ETTL will supply an auger drill rig, support truck, and a crew to complete the project. Our mobilization cost assumes the borings will be drilled in soil, asphalt, or grass and that boring locations are easily accessible by our drill rig. The drilling phase will take place 7-10 business days after the acceptance of the terms. Laboratory testing and engineering will take approximately 15 business days following the completion of the drilling phase. The entire project should be completed within 30 to 45 days unless unforeseen delays arise. Our findings from the field and laboratory investigation will be summarized in a geotechnical pavement analysis report.

By executing this agreement, ETTL and CLIENT indicate their acceptance and agreement with its terms listed on pages 2-4.

ESTIMATE

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	
Drilling and Sampling: -12@5' (in depth from existing grade) -Asphalt & Concrete Coring -Cores patched at completion of drilling	1	LS	$	4,363.00
Geotechnical Laboratory Testing: -Soil Classification - Sieve Analysis - Wet Ball Mill	1	LS	$	1,854.00
Coordination, Engineering and Site Recon: Project Coordination, Boring Log Drafting, Design Report, and Engineering Review	1	LS	$	6,923.00
Falling Weight Deflectometer: Coordination of Testing & Analysis provided by The Transtec Group	1	LS	$	44,850.00
Concrete Coring: 4" Concrete Cores cut by Williams Construction	1	LS	$	830.00
		Total	**$**	**57,990.00**

ASSUMPTIONS

We assume that all right-of entry and owner utility locations are provided by the client prior to commencement of work.
Excludes site clearing to gain access to boring locations.
Excludes SUE services.
Borings not staked by others will be located by hand-held GPS (excludes elevation determination).
Drill sites will be accessible and marked at time of arrival of the drill crew.
Excludes the obtaining of any permits (other than Dig Permit) that may be required for operations.
Excludes special procedures for accessing, handling and/or disposing of contaminated spoils generated by our operations.
Excludes special measures for accessing, evaluating and restoring environmentally sensitive areas
Excludes traffic control involving lane closure (sign and traffic cones will be provided for off the shoulder work).
The cost of reflected in this proposal is valid within the same calendar year that it was issued and executed.
The cost of any proposal executed outside of the year of issuance in subject to change.

Please call if you have any questions or if we have misinterpreted your scope of work.
We appreciate this opportunity to be of service and look forward to working with you on this project.

Sincerely,
ETTL Engineers and Consultants, Inc.

C. Brandon Quinn, P.E.
Vice President

Authorized to Proceed:

James McKenzie

Date Signed: _____

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: January 14, 2026

Subject: Request that the City Council consider authorizing the City Manager to execute the lease amendment for Mewbourne Oil Company at Tyler Pounds Regional Airport.

Item Reference:

Mewbourne Oil Company has leased Tract 5 at Tyler Pounds Regional Airport since December 1, 2003. Mewbourne Oil Co. desires to add 2,943.75 sq. ft. of land to accommodate a water tank and pump house to meet fire protection requirements and requests an amendment to the 24-year Corporate Hanger/Operator Lease at Tyler Pounds Regional Airport.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute the lease amendment for Mewbourne Oil Company at Tyler Pounds Regional Airport.

Attachments:
Mewbourne Oil Co Lease Amendment 2025

Drafted/Recommended By:
Department Leader Steve Thompson, Airport Director

Edited/Submitted By:
City Manager

STATE OF TEXAS §
§ **AMENDMENT OF CORPORATE HANGER/OPERATOR LEASE**
COUNTY OF SMITH § **MEWBOURNE OIL COMPANY**

WHEREAS, on December 01, 2003, the City of Tyler entered into a Hanger/Operator Lease with MEWBOURNE OIL COMPANY for a term of December 1, 2003, through November 30, 2027; and

WHEREAS, Article I, Section G. of the lease provides Mewbourne Oil Company the opportunity, with the Airport Manager's approval, to make improvements, submit the general plan, and location design, and that all construction will be in conformity with such plans and specifications. Approval of Lessee's plans by City shall not constitute a representation or warranty as to such conformity; Responsibility for such conformity shall at all times remain in Lessee.

WHEREAS, Mewbourne Oil Company's lease is hereby amended as set forth herein, and as shown in Exhibit A, adding 2943.75 square feet for a water tank and pump house for fire protection.

WHEREAS, it is considered to be in the public interest to approve the amendment.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

PART 1: Exhibit A reflects the extra square feet to be added to the lease rate structure.

PART 2: That all other provisions contained within the Corporate Hanger/Operator Lease of December 1, 2003 lease between CITY and LESSEE shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this document to be signed this _____day of _____, A. D., 2025.

CITY OF TYLER, TEXAS **LESSEE**

BY:_____ BY:_____

EDWARD BROUSSARD, CITY MANAGER

Council approved: _____

A T T E S T : ATTEST:

_____ _____

CASSANDRA BRAGER, CITY CLERK

RECOMMENDED:_____
AIRPORT MANAGER
(Airport Advisory Board considered on _____
and recommended approval/denial)

APPROVED: _____
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: January 14, 2026

Subject: Request that the City Council consider authorizing the City Manager to approve the reconciliation change order that will reduce the current contract price by $138,586.20 for the 2024 Water Meter Replacement Program, HGAC Contract Number - 20-00808, and release retainage in the Final Pay Estimate. The final contract amount for the completed project is $4,173,913.80.

Item Reference:

On December 13, 2023, the City Council approved a contract with Core and Main to begin replacing residential meters that were failing throughout the City and begin the installation of additional Advanced Metering Infrastructure (AMI) equipment for the new meter reading software. This work progressed adequately through the duration of the project, and two Change Orders were executed to increase the number of meters that would be addressed in this package. After Change Order No. 2, the total contract price was $4,312,500.00, which would ultimately replace over 12,000 meters and install 6 new gateway collectors throughout town. The final contract amount to close out is $4,173,913.80, which reduces the total contract amount by $138,586.20.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve a reconciliation change order that will reduce the current contract price by $138,586.20 for the 2024 Water Meter Replacement Program, HGAC Contract Number - 20-00808, and release retainage in the Final Pay Estimate. The final contract amount for the completed project is $4,173,913.80.

Attachments:
Final Close Out Acceptance Letter

Drafted/Recommended By:
Department Leader Jacob Yanker, Utilities Project Engineer/ Kate Dietz, PE, Director of Utilities

Edited/Submitted By:
City Manager

December 4, 2025

Jacob Yanker
Project Engineer
City of Tyler, Texas
511 W. Locust St.
Tyler, Texas 75702

RE:
City of Tyler
Neptune AMI Metering Project Phase 1
HGAC #20-00808
Core & Main L P Project
Final Acceptance

Dear Jacob,
The Contractor has completed all work for the above referenced project for Phase 1. The final contract amount for this project, comprised of the original contract price, approved Change Order No. 1, and approved Change Order No. 2, is $4,312,500.00. The final amount performed and invoiced to close Phase 1 is $4,173,913.80. Retainage of 5% has been withheld on all Core & Main LP invoices to the City of Tyler. To close out the City's contract with Core & Main LP, the following actions are recommended:

- Approval of Reconciliatory Change Order (RCO) to decrease the contract amount by $138,586.20, therefore making new contract total to be $4,173,913.80.
- Acceptance of the project by the City within the terms of the executed contract and agreement to pay outstanding retainage of $208,695.72.

Core & Main LP has reviewed the work performed and has verified the work in conformance to the Contract requirements. Enclosed for your records is a copy of the Contractor's Affidavit of Bills Paid and Contractor's Affidavit of Release of Liens for the project.

Sincerely,

Jim Cross
District Manager
Core & Main LP
Tyler Branch #107
3090 N NE Loop 323
Tyler, TX 75708
(903) 592-8221

Contractor's Application for Payment

Owner:	City of Tyler	**Owner's Project No.:**	
Engineer:	City of Tyler Jacob Yanker	**Engineer's Project No.:**	
Contractor:	Core & Main, LP	**Contractor's Project No.:**	
Project:	Neptune AMI Meter Change Out Phase 1		
Contract:	City of Tyler Phase 1 Neptune Meter Change Out		
Application No.:	12- Final	**Application Date:**	10/27/2025
Application Period:	**From** 8/1/2024	**to**	9/30/2025

1. Original Contract Price		$ 3,450,000.00
2. Net change by Change Orders		$ 862,500.00
3. Current Contract Price (Line 1 + Line 2)		**$ 4,312,500.00**
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		$ 4,173,913.80
5. Retainage		
a. 5% X $ 4,173,913.80 Work Completed =	$ 208,695.69	
b. X Stored Materials =		
c. Total Retainage (Line 5.a + Line 5.b)		$ 208,695.72
6. Amount eligible to date (Line 4 - Line 5.c)		$ 4,173,913.80
7. Less previous payments (Line 6 from prior application)		$ 3,965,218.11
8. Amount due this application		$ 208,695.72
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		$ 138,586.20

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Core & Main LP/Jim Cross,District Manager

Signature: _____ **Date:** 10/29/2025

Recommended by Engineer		**Approved by Owner**	
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	
Approved by Funding Agency			
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	

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DUPLICATE

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	Y005089
Invoice Date	10/28/25
Account #	053978
Sales Rep	GARRY STEINBACH
Phone #	903-592-8221
Branch #107	Tyler, TX
Total Amount Due	$208,695.72

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

CITY OF TYLER
PO BOX 2039
TYLER TX 75710-2039

Shipped To:
CUSTOMER PICK-UP

CUSTOMER JOB- 0919 COT NEPTUNE PH1

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/27/25	10/27/25	.	COT NEPTUNE PH1	0919		WILL CALL	Y005089

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
96RETAINAGE	METER PROJECT RETAINAGE FEE	1	1		208695.72000	EA	208,695.72

Freight Delivery Handling Restock Misc

Terms: NET 30
Ordered By: JACOB YANKER

Subtotal:	208,695.72
Other:	.00
Tax:	.00
Invoice Total:	$208,695.72

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: https://coreandmain.com/terms-of-sale/

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Progress Estimate: Tyler, TX - Phase 1 Completion

Owner: City of Tyler
Engineer: City of Tyler Jacob Yankers
Contractor: Core & Main, LP
Project: Neptune AMI Meter Change Out Phase
Contract: City of Tyler Phase 1 Neptune Meter

Original Contract Price	$ 3,450,000.00
Net change by Change Orders	$ 862,500.00
Current Contract Price	**$ 4,312,500.00**
Actual Work Complete	**$ 4,173,913.80**

Seq. Bid Item No.	Description	Contract Information				Work Completed	
		Contract Quantity	Units	Unit Price ($)	Original Contract Value ($)	Actual Quantity of Work Completed	Actual Value of Work Completed
1	Bonds, and Insurance	1	LS	$20,000.00	20,000.00	1	$ 20,000.00
20	T10 5/8x3/4 USG R900I Procoder w/6' Ant ED2B31RPWG11SG89	6400	EA	$244.50	1,564,800.00	12008	$ 2,935,956.00
30	T10 1R900I Procoder USG BRZ w/6'Ext Ant ED21RPWG115G89	1500	EA	$417.00	625,500.00	200	$ 83,400.00
50	MRX920 V4 DATA COLLECTOR 13655-100 NO LEAD	1	EA	$15,080.00	15,080.00	1	$ 15,080.00
60	13302-000 R900 BELT CLIP RECEIVER	1	EA	$5,500.00	5,500.00	1	$ 5,500.00
90	NEPTUNE 13458-000 GATEWAY V4 CELLULAR (CDMA/GPRS)	6	EA	$10,350.00	62,100.00	6	$ 62,100.00
100	13070-100 OUTDOOR UPS SYSTEM	6	EA	$2,500.00	15,000.00	6	$ 15,000.00
110	NEPT R900 GATEWAY RF ANTENNA 13146-100	6	EA	$400.00	2,400.00	6	$ 2,400.00
130	NEPTUNE 360 AMI SUB SAAS PF	1	EA	$4.17	4.17	10000	$ 41,700.00
160	NEPTUNE 360 AMI SET UP FEE	1	EA	$4,062.50	4,062.50	1	$ 4,062.50
180	GATEWAY COLLECTOR INSTALL.	1	EA	$135,000.00		0	$ -
180A	GATEWAY INSTALL PER CONNECTION	6	EA	$18,190.00	109,140.00	6	$ 109,140.00
180B	GATEWAY MOBILIZATION	1	EA	$25,860.00	25,860.00	1	$ 25,860.00
230	NEPTUNE 5/8 X 3/4 METER INSTALLATION	6400	EA	$65.00	416,000.00	11000	$ 715,000.00
240	NEPTUNE 1" METER INSTALLATION	1500	EA	$72.50	108,750.00	789	$ 57,202.50
350	RESIDENTIAL METER BOX	1	EA	$37.19	37.19	0	$ -
370	RESETTING OF METER BOX	1	EA	$35.00	35.00	1262	$ 44,170.00
380	3/4" CURB STOP REPLACEMENT	1	EA	$35.30	35.30	0	$ -
400	SMALL METER EXTRA LABOR DIRECT CONNECTS	1	HR	$135.30	135.30	276	$ 37,342.80
420	METER ANTENNA INSTALLATION THRU-LID PLASTIC	1	EA	$4.25	4.25	0	$ -
				Original Contract Totals	**$ 2,974,443.71**	**Actual Total**	**$ 4,173,913.80**

Phase 1 Invoice Summary

Invoice #	Pay App #	Invoice Amount
V490141	1	$ 1,050,116.00
V654043	2	$ 54,768.00
V466080	2	$ 950,616.00
V682430	2	$ 7,735.00
V682492	2	$ 8,580.00
V682543	2	$ 11,331.20
V553958	3	$ 116,810.00
V868820	3	$ 26,348.00
W059715	3	$ 22,300.00
W200986	4	$ 35,140.00
W259007	4	$ 20,580.00
W320376	4	$ 61,024.50
W500994	5	$ 41,733.90
W359902	5	$ 261,615.00
W661761	6	$ 102,311.90
W359955	6	$ 471,885.00
W835513	7	$ 116,625.80
W892033	7	$ 55,261.40
W682819	7	$ 83,400.00
X065579	8	$ 45,762.50
X102347	8	$ 73,645.80
X152238	8	$ 69,918.50
X224281	8	$ 46,364.90
X390234	9	$ 33,027.50
X249132	9	$ 246,456.00
X495441	10	$ 36,410.70
V905296	10	$ 18,190.00
X581729	10	$ 31,841.30
X746230	11	$ 33,387.40
X748125	11	$ 13,255.40
X846124	11	$ 27,472.10
Total		**$ 4,173,913.80**

Summary: **CORE & MAIN, LP**

By: _____

Date: 12/2/2025

Approved: **CITY OF TYLER**

By: _____

Date: _____

Section 12 CONTRACTOR'S AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS	§	**CONTRACTOR'S AFFIDAVIT OF BILLS PAID**
	§	**CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACTS**
	§	
COUNTY OF SMITH	§	**Tex. Prop. Code Ann. § 53.085(a)**

THIS AFFIDAVIT is made for the purpose of obtaining balance due from City of Tyler, "**CITY**", on the construction work described herein provided the **CONTRACTOR** has fully performed his contractual obligations under the terms of the AGREEMENT.

I, Ashley Geist *[Name of Affiant]*, do solemnly swear or affirm that I am the legal representative of Core and Main LP *[Contractor's Company Corporation Name]*, the City of St. Louis, the County of St. Louis, the State of Missouri, and that the work for the construction of the project designated below has been satisfactorily completed:

City of Tyler Bid Number Enter COT bid number here 32096116

Project Name Enter project name here HGAC contract # 20-00808 2024 Water Meter Replacement program COT Neptune PHI

Additionally, I do solemnly swear or affirm:

☒ All bills for materials, supplies, apparatus, fixtures, machinery, labor, subcontractors, laborers and materialmen used in connection with the construction of this project have been fully paid.

OR

☐ The following bills have **not** been fully paid (☐ attach addit ional pages if necessary):

Name	Amount Owed	Telephone	Address
	$		
	$		
	$		

A Shley Geist
Signature of Contractor

Sworn to and subscribed before me by *Affiant* on the 2 day of December 20 25.

HEATHER R WINKELMAN
Notary Public, Notary Seal
State of Missouri
Jefferson County
Commission # 19167992
My Commission Expires 10-15-2027

Heather R. Winkelma
Notary Public In and For The State of ~~Texas~~ Missouri

Heather R. Winkelman
Notary's Printed Name

My Commission Expires: 10.15.2027

~~Section 14 WAIVER AND RELEASE~~

THE STATE OF TEXAS	§	**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**
	§	
	§	**PURSUANT TO**
	§	
	§	**AGREEMENT**
	§	**AND/OR**
COUNTY OF SMITH	§	**PURSUANT TO TEX. PROPERTY CODE § 53.284 FORMS FOR WAIVER AND RELEASE OF LIEN OR PAYMENT BOND CLAIM**

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

City of Tyler Bid Number Enter COT bid number here 3209616

Project Name Enter project name here HGAC Contract #20-00808 2024 Water Meter Replacement Program

On receipt by the signer of this document of a check from City of Tyler *[Maker of Check]* in the sum of $ 208,695.72 payable to Core and Main LP *[Payee(s) of Check]* and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Tyler *[Owner]* located at 2300 WNW Loop 323 *[Location]* to the following extent: Contract 20-00808 2024 Water Meter Replacement Program *[Job Description]*.

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to City of Tyler *[Person with Whom Signer Contracted]*.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 11/18/25

Core and Main LP (Company name)

By Ashley Guist (Signature)

~~Regional Credit~~ Manager (Title)

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-9

Date: January 14, 2026

Subject: Request that the City Council consider authorizing the City Manager to approve a reconciliation change order increasing the contract amount by $571,597.56 and to release the final retainage payment of $10,808.43 to Lone Star Land Enhancements, LLC, for Right of Way Clearing (Bid No. 22-035).

Item Reference: **April 10, 2017 Consent Decree; April 10,2024; Council Meeting Aug 24, 2022 Item M-5**

Bid 22-035 was awarded on August 24, 2022 and the work is complete. This contract provides for clearing approximately 394,000 linear feet of existing sanitary sewer easements and installing access roads and drainage culverts as needed to ensure reliable access to these critical assets.

Change Order #1 consisted of miscellaneous additional clearing and culvert improvements across the City within existing easements. The additional work cost is $571,597.56.

Original Project Cost: $3,678,365.44
CO #1: $571,597.56
Final Project Cost: $4,249,963.00 (~15% increase)

The work has been successfully completed at a total cost of $4,249,963.00, resulting in the project being $571,597.56 over the original contract amount.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to approve a reconciliation change order increasing the contract amount by $571,597.56 and to release the final retainage payment of $10,808.43 to Lone Star Land Enhancements, LLC, for Right of Way Clearing (Bid No. 22-035).

Attachments:
ROW Clearing Final RCO
2025-12-22 - COT - Section 12
2025-12-22 - COT - Section 14

Drafted/Recommended By:
Department Leader Tiffany Currie, PE / Kate Dietz, PE, Director of Utilities

Edited/Submitted By:
City Manager

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: ROW Clearing DATE: 12/11/2025

CONTRACTOR: Lone Star Land Enhancements BID NUMBER: 22-035
ADDRESS:

PHONE NO.:

Item No.	Work Items	Qty	Units	Unit Price	SOV	Qty Complete to Date	Amount Complete to Date	Difference in Bid Qty	Difference in Bid Amount
1	Priority One	1	LS	$ 859,133.44	$ 859,133.44	1.00	$ 908,688.88	0	$ (49,555.44)
2	Priority Two	1	LS	$ 879,967.50	$ 879,967.50	25.00	$ 723,877.78	0	$ 156,089.72
3	Priority Three	1	LS	$1,390,390.00	$ 1,390,390.00	25.00	$ 2,401,227.69	0	$ (1,010,837.69)
4	Priority Four	1	LS	$ 548,874.50	$ 548,874.50	20.00	$ 216,168.65	0	$ 332,705.85
					$ 3,678,365.44		**$ 4,249,963.00**		**$ (571,597.56)**

Original contract price:	3,678,365.44	
Change in contract price from previous change orders:		
Change in contract price due to this change order:	$ 571,597.56	
Adjusted contract price to date:	**4,249,963.00**	**15.54%**
Original contract end date / days:		
Change in contract days from previous change orders:		
Change in contract days due to this change order:	0	
Adjusted contract days to date:		

RECOMMENDED FOR APPROVAL: Kate Dietz, P.E.
Director of Utilities _____ Date

ACCEPTED: Lone Star Land Enhancements
Contractor _____ Date

REVIEWED:
City Attorney's Office _____ Date

APPROVED: Edward Broussard
City Manager _____ Date

AGENDA ITEM NUMBER:
DATE APPROVED BY COUNCIL: 1/14/2026

Section 12 CONTRACTOR'S AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS §
§
§
§
COUNTY OF SMITH §

CONTRACTOR'S AFFIDAVIT OF BILLS PAID
CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACTS

Tex. Prop. Code Ann. § 53.085(a)

THIS AFFIDAVIT is made for the purpose of obtaining balance due from City of Tyler, "**CITY**", on the construction work described herein provided the **CONTRACTOR** has fully performed his contractual obligations under the terms of the AGREEMENT.

I, Traci Sawyer VP *[Name of Affiant]*, do solemnly swear or affirm that I am the legal representative of Lone Star Land Enhancement, Inc. *[Contractor's Company / Corporation Name]*, the City of Lindale, the County of Smith, the State of Texas, and that the work for the construction of the project designated below has been satisfactorily completed:

City of Tyler Bid Number	22-035
Project Name	Sanitary Sewer ROW Clearing

Additionally, I do solemnly swear or affirm:

☒ All bills for materials, supplies, apparatus, fixtures, machinery, labor, subcontractors, laborers and materialmen used in connection with the construction of this project have been fully paid.

OR

☐ The following bills have **not** been fully paid (☐ attach additional pages if necessary):

Name	Amount Owed	Telephone	Address
	$		
	$		
	$		

Traci L Sawyer, VP
Signature of Contractor

Sworn to and subscribed before me by *Affiant* on the 22 day of Dec, 20 25.

BRYCE EVEREST
Notary ID #135152821
My Commission Expires
October 31, 2028

Bryce Everest
Notary Public In and For The State of Texas

My Commission Expires: 10/31/28

Bryce Everest
Notary's Printed Name

Section 14 WAIVER AND RELEASE

THE STATE OF TEXAS §
§
§
§
§
§
COUNTY OF SMITH §

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

PURSUANT TO

AGREEMENT
AND/OR
PURSUANT TO TEX. PROPERTY CODE § 53.284
FORMS FOR WAIVER AND RELEASE OF LIEN OR PAYMENT BOND CLAIM

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

City of Tyler Bid Number 22-035

Project Name Sanitary Sewer ROW Clearing

On receipt by the signer of this document of a check from City of Tyler *[Maker of Check]* in the sum of $_____ payable to Lone Star Land Enhancement, Inc. *[Payee(s) of Check]* and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Tyler *[Owner]* located at Tyler, TX *[Location]* to the following extent: Sanitary Sewer ROW clearing *[Job Description]*.

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to _____ *[Person with Whom Signer Contracted]*.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 12/22/25

Lone Star Land Enhancement, Inc. (Company name)

By Traci L. Sawyer (Signature)

VP (Title)

THE STATE OF TEXAS §
§
§
§
§
§
COUNTY OF SMITH §

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

PURSUANT TO

AGREEMENT
AND/OR
PURSUANT TO TEX. PROPERTY CODE § 53.284
FORMS FOR WAIVER AND RELEASE OF LIEN OR PAYMENT BOND CLAIM

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

City of Tyler Bid Number 22-035

Project Name Sanitary Sewer ROW Clearing

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to City of Tyler *[Person with Whom Signer Contracted]* on the property of City of Tyler *[Owner]* located at Tyler, TX *[Location]* to the following extent: Sewer sanitary ROW clearing *[Job Description]*. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 12/22/25

Lone Star Land Enhancement (Company name)

By Staci L Sawyer (Signature)

VP (Title)

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-10

Date: January 14, 2026

Subject: Request that the City Council consider authorizing the City Manager to approve a reconciliation change order increasing the contract amount by $41,357.91 and to release the final retainage payment of $414,598.73 to C&A Construction, LLC for the Consent Decree Group 5 Remedial Measures Open Cut project (Bid 23-039).

Item Reference: **April 10, 2017 Consent Decree; April 10,2024; Council Meeting Aug 13, 2025 Item CA8**

Bid 23-039 was awarded on June 14, 2023 and the work is substantially complete. Group 5 Open Cut construction project consisted of approximately 336 sanitary sewer mains by the following methods; approximately 7,196 linear feet of pipe replacement by open cut, approximately 503 sanitary sewer main point repairs, construction of 90 manholes, and construction of 13 access chamber assemblies.
c
Change Order #1 was approved by Council on August 13, 2025 in the amount of $1,612,104.00. The additional work consisted of an emergency repair to the existing 24" Sanitary Sewer Line located adjacent to Southside Wastewater Treatment Plant. The line failed in the summer of 2025 and required bypass pumping prior to completion of the sanitary sewer repair. The repair consisted of 600 LF of Sanitary Sewer Line replacement, 36" encasement, new manholes, and concrete pier pipe supports as well as erosion control and access to the location.

This work has been completed and required an additional $41,357.91 of effort and materials to successfully repair the sanitary sewer line.

Original Project Cost: $6,638,512.64
CO #1: $1,612,104.00
RCO: $41,357.91
Final Project Cost: $8,291,974.55 (~25% increase)

The work has been successfully completed at a total cost of $8,291,974.55, resulting in the project being $1,653,461.91 over the original contract amount.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to approve a reconciliation change order increasing the contract amount by $41,357.91 and to release the final retainage payment of $414,598.73 to C&A Construction, LLC for the Consent Decree Group 5 Remedial

Measures Open Cut project (Bid 23-039).

Attachments:
Group 5 Open Cut Final RCO
Close Out Documents

Drafted/Recommended By:
Department Leader Tiffany Currie, PE / Kate Dietz, PE, Director of Utilities

Edited/Submitted By:
City Manager

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: Group 5 Open Cut — DATE: 12/16/2025

CONTRACTOR: C&A Construction — BID NUMBER: 23-039

ADDRESS:

Item No.	Work Items	Qty	Units	Unit Price	SOV	Qty Complete to Date	Amount Complete to Date	Difference in Bid Qty	Difference in Bid Amount
1.01	Mobilization, Insurance, and Bonds	1	LS	$400,000.00	$ 400,000.00	1.00	$ 400,000.00	0.00	$ -
1.02	Barricades, Signs, and Traffic Handling	1	LS	$120,000.00	$ 120,000.00	1.00	$ 120,000.00	0.00	$ -
1.03	Right-of-Way Access Preparation, Clearing, and Grubbing	1	SY	$120,000.00	$ 120,000.00	1.00	$ 120,000.00	0.00	$ -
1.04	Storm Water Pollution Prevention	1	SY	$50,000.00	$ 50,000.00	1.00	$ 50,000.00	0.00	$ -
1.05	Care of Water During Construction	1	SY	$200,000.00	$ 200,000.00	1.00	$ 200,000.00	0.00	$ -
1.06	Temporary Plugs and Bypass Pumping	1	SY	$120,000.00	$ 120,000.00	1.00	$ 120,000.00	0.00	$ -
1.07	Excavation Safety	1	EA	$80,000.00	$ 80,000.00	1.00	$ 80,000.00	0.00	$ -
1.08	Trench Safety - Sanitary Sewer	11616	LF	$1.00	$ 11,616.00	6,778.00	$ 6,778.00	4838.00	$ 4,838.00
1.09	Gravity Sewer Line and Manhole Testing	1	LF	$50,000.00	$ 50,000.00	1.00	$ 50,000.00	0.00	$ -
1.10	Allowance for Miscellaneous Work	1	LF	$400,000.00	$ 400,000.00	0.00	$ -	1.00	$ 400,000.00
2.01	Post Construction CCTV Inspection	99,100	LF	$4.43	$ 439,013.00	100,979.00	$ 447,336.97	(1879.00)	$ (8,323.97)
2.02	Remove Existing Sewer Line and Install New 6-inch Sanitary Sewer Pipe	657	LF	$93.40	$ 61,363.80	1,044.00	$ 97,509.60	(387.00)	$ (36,145.80)
2.03	Remove Existing Sewer Line and Install New 8-inch Sanitary Sewer Pipe	6,373	LF	$106.35	$ 677,768.55	7,632.00	$ 811,663.20	(1259.00)	$ (133,894.65)
2.04	Remove Existing Sewer Line and Install New 10-inch Sanitary Sewer Pipe	30	LF	$166.67	$ 5,000.10	37.00	$ 6,166.79	(7.00)	$ (1,166.69)
2.05	Remove Existing Sewer Line and Install New 12-inch Sanitary Sewer Pipe	57	EA	$146.74	$ 8,364.18	57.00	$ 8,364.18	0.00	$ -
2.06	Remove and Replace 6-inch D.I.P Creek Crossing	80	EA	$378.13	$ 30,250.40	80.00	$ 30,250.40	0.00	$ -
2.07	Service Line Reconnection	270	EA	$654.42	$ 176,693.40	298.00	$ 195,017.16	(28.00)	$ (18,323.76)
2.08	6-inch Open Cut Point Repair	196	EA	$2,219.85	$ 435,090.60	300.00	$ 665,955.00	(104.00)	$ (230,864.40)
2.09	8-inch Open Cut Point Repair	28	EA	$2,326.38	$ 65,138.64	46.00	$ 107,013.48	(18.00)	$ (41,874.84)
2.10	10-inch Open Cut Point Repair	2	EA	$3,935.00	$ 7,870.00	1.00	$ 3,935.00	1.00	$ 3,935.00
2.11	12-inch Open Cut Point Repair	1	EA	$7,408.57	$ 7,408.57	2.00	$ 14,817.14	(1.00)	$ (7,408.57)
2.12	6-inch Internal Point Repair	230	EA	$5,888.89	$ 1,354,444.70	136.00	$ 800,889.04	94.00	$ 553,555.66
2.13	8-inch Internal Point Repair	34	EA	$5,888.89	$ 200,222.26	26.00	$ 153,111.14	8.00	$ 47,111.12
2.14	10-inch Internal Point Repair	2	EA	$5,888.89	$ 11,777.78	0.00	$ -	2.00	$ 11,777.78
2.15	12-inch Internal Point Repair	9	EA	$6,000.00	$ 54,000.00	12.00	$ 72,000.00	(3.00)	$ (18,000.00)
2.16	21-inch Internal Point Repair	1	EA	$13,888.89	$ 13,888.89	0.00	$ -	1.00	$ 13,888.89
2.17	Obstruction Removal by Remote Device	1	EA	$2,857.14	$ 2,857.14	0.00	$ -	1.00	$ 2,857.14
2.18	Locate, Expose, and Raise Manhole	3	EA	$3,988.57	$ 11,965.71	3.00	$ 11,965.71	0.00	$ -
2.19	48-inch Diameter Manhole	90	EA	$7,128.83	$ 641,594.70	96.00	$ 684,367.68	(6.00)	$ (42,772.98)
2.20	Remove Existing Cleanout and Replace with 48-in Diameter Manhole	2	EA	$6,814.29	$ 13,628.58	0.00	$ -	2.00	$ 13,628.58
2.21	Construct Wastewater Access Chamber Assembly	13	EA	$6,808.57	$ 88,511.41	12.00	$ 81,702.84	1.00	$ 6,808.57
2.22	Foundation Material for Unsuitable Soil	684	EA	$7.14	$ 4,883.76	949.69	$ 6,780.79	(265.69)	$ (1,897.03)
3.01	Sawcut and Repair Asphalt Pavement	6,067	EA	$64.29	$ 390,047.43	6,832.73	$ 439,276.21	(765.73)	$ (49,228.78)
3.02	Sawcut and Repair Concrete Pavement	165	EA	$142.86	$ 23,571.90	434.81	$ 62,116.96	(269.81)	$ (38,545.06)
3.03	Sawcut and Repair Concrete Curb and Gutter	251	EA	$57.14	$ 14,342.14	465.50	$ 26,598.67	(214.50)	$ (12,256.53)
3.04	Unpaved Groundcover Repair	1,259	EA	$5.00	$ 6,295.00	2,796.68	$ 13,983.40	(1537.68)	$ (7,688.40)
4.01	Pre-Installation CCTV	99,100	EA	$3.44	$ 340,904.00	83,646.80	$ 287,744.99	15453.20	$ 53,159.01
5.01	Service Line Reconnection over 5-ft	0	LF	$57.79	$0.00	378.00	$ 21,844.62	(378.00)	$ (21,844.62)
5.02	21-inch Open Cut Point Repair	0	EA	$13,411.60	$0.00	1.00	$ 13,411.60	(1.00)	$ (13,411.60)
5.03	8-in of Crushed Stone for Access Road	0	SY	$43.48	$0.00	908.33	$ 39,494.19	(908.33)	$ (39,494.19)
1.03	Right-of-Way Access Preparation, Clearing, and Grubbing	0	LS	$16,734.29	$0.00	1.00	$ 16,734.29	(1.00)	$ (16,734.29)
5.04	30-inch RCP Storm Sewer Open Cut Point Repair	0	EA	$19,188.05	$0.00	1.00	$ 19,188.05	(1.00)	$ (19,188.05)
5.05	Remove and Replace 30-inch RCP Storm Sewer	0	LF	$486.72	$0.00	0.00	$ -	0.00	$ -
1.02	Barricades, Signs, and Traffic Handling	0	LS	$2,864.00	$0.00	1.00	$ 2,864.00	(1.00)	$ (2,864.00)
5.06	emove and Replace 48-inch Diameter Drop Manhole (Up to 15 ft. Deep)	0	EA	$18,200.00	$0.00	1.00	$ 18,200.00	(1.00)	$ (18,200.00)
5.07	Connect to Existing Sanitary Sewer	0	EA	$702.00	$0.00	9.00	$ 6,318.00	(9.00)	$ (6,318.00)
6.01	City requested Contractor be reimbursed for assistance provided by Candy Sanitat	0	LS	$800.00	$0.00	1.00	$ 800.00	(1.00)	$ (800.00)
7.01	Remove and Dispose of Existing 48" Dia Manhole (up to 10-feet Deep)	0	EA	$970.00	$0.00	1.00	$ 970.00	(1.00)	$ (970.00)
8.01	Install Cleanout on Service Lateral	0	EA	$1,545.75	$0.00	3.00	$ 4,637.25	(3.00)	$ (4,637.25)
9.01	Modify Existing Manhole Invert	0	EA	$1,206.90	$0.00	7.00	$ 8,448.30	(7.00)	$ (8,448.30)
10.01	Site Investigation of Existing Conditions Necessary to Attempt or Locate and Repair Existing Sewer Lines, or Cleanouts for Emergency Repiars	0	HR	$470.00	$0.00	29.00	$ 13,630.00	(29.00)	$ (13,630.00)
10.02	Temporary Shoring System up to 2-Weeks for Emergency Repairs	0	LS	$7,914.00	$0.00	1.00	$ 7,914.00	(1.00)	$ (7,914.00)
10.03	Well Pointing up to 7 Days for Emergency Repairs Dependent Upon City and Engineer	0	LS	$10,970.00	$0.00	1.00	$ 10,970.00	(1.00)	$ (10,970.00)
11.01	6" Type C HMAC	0	SY	$164.98	$0.00	6.67	$ 1,100.42	(6.67)	$ (1,100.42)
12.01	Temporary Chainlink Fencing	0	LF	$62.00	$0.00	80.00	$ 4,960.00	(80.00)	$ (4,960.00)
13.01	Mobilization to GM00546 and GM00547	0	LS	$4,600.00	$0.00	1.00	$ 4,600.00	(1.00)	$ (4,600.00)
13.02	Barricades, Signs, and Traffic Handeling per each Gravity Main	0	EA	$3,810.00	$0.00	2.00	$ 7,620.00	(2.00)	$ (7,620.00)
13.03	Right-of-Way Access Preparation, Clearing, and Grubbing	0	LS	$3,050.00	$0.00	1.00	$ 3,050.00	(1.00)	$ (3,050.00)
13.04	Trench Safety	0	LS	$6,490.00	$0.00	1.00	$ 6,490.00	(1.00)	$ (6,490.00)
13.05	Care of Water During Construction	0	LS	$2,435.00	$0.00	1.00	$ 2,435.00	(1.00)	$ (2,435.00)
13.06	Stormwater Pollution Control	0	LS	$1,250.00	$0.00	1.00	$ 1,250.00	(1.00)	$ (1,250.00)
13.07	GM00546 Rehab	0	LS	$22,135.00	$0.00	1.00	$ 22,135.00	(1.00)	$ (22,135.00)
13.08	Construct 48-inch Dia. Manhole (11-ft Deep)	0	EA	$9,680.00	$0.00	1.00	$ 9,680.00	(1.00)	$ (9,680.00)
13.09	Connect to Existing Manhole	0	EA	$740.00	$0.00	2.00	$ 1,480.00	(2.00)	$ (1,480.00)
13.10	Cut and Plug Existing Sewer Line	0	EA	$510.00	$0.00	2.00	$ 1,020.00	(2.00)	$ (1,020.00)
13.11	Fill Existing 6-in Sewer Line with Flowable Fill (Up to 350-ft long)	0	EA	$2,900.00	$0.00	3.00	$ 8,700.00	(3.00)	$ (8,700.00)
13.12	4" Wide White Pavement Striping	0	EA	$2,500.00	$0.00	0.00	$ -	0.00	$ -
13.13	Gravity Sewer Line and Manhole Testing	0	LS	$2,435.00	$0.00	1.00	$ 2,435.00	(1.00)	$ (2,435.00)
14.01	Mobilization for Additional Creek Crossing	0	EA	$4,600.00	$0.00	3.00	$ 13,800.00	(3.00)	$ (13,800.00)
14.02	Right-of-Way Access Preparation, Clearing, and Grubbing for Additional Creek Cros	0	EA	$12,250.00	$0.00	3.00	$ 36,750.00	(3.00)	$ (36,750.00)
14.03	Trench Safety for Additional Creek Crossing	0	EA	$3,597.50	$0.00	3.00	$ 10,792.50	(3.00)	$ (10,792.50)
14.04	Care of Water During Construction for Additional Creek Crossing	0	EA	$1,360.00	$0.00	3.00	$ 4,080.00	(3.00)	$ (4,080.00)

RECONCILIATION CONTRACT CHANGE ORDER
CHANGE ORDER NO. #01

PROJECT NAME: Group 5 Open Cut — DATE: 12/16/2025

CONTRACTOR: C&A Construction — BID NUMBER: 23-039
ADDRESS:

Item No.	Work Items	Qty	Units	Unit Price	SOV	Qty Complete to Date	Amount Complete to Date	Difference in Bid Qty	Difference in Bid Amount
14.05	Install and Maintain Silt Fence	0	LF	$9.50	$0.00	249.00	$ 2,365.50	(249.00)	$ (2,365.50)
14.06	Temporary Plugs and Bypass Pumping for Additional Creek Crossing	0	EA	$8,290.00	$0.00	3.00	$ 24,870.00	(3.00)	$ (24,870.00)
14.07	14-in Steel Encasement with Pipe Supports by Open Cut	0	LF	$587.00	$0.00	205.00	$ 120,335.00	(205.00)	$ (120,335.00)
14.08	Remove and Replace 48-inch Diameter Manhole	0	EA	$8,143.49	$0.00	2.00	$ 16,286.98	(2.00)	$ (16,286.98)
14.09	Remove and Replace Wood Privacy Fence	0	LF	$77.00	$0.00	0.00	$ -	0.00	$ -
14.10	Manhole Testing for Additional Creek Crossings	0	EA	$629.00	$0.00	3.00	$ 1,887.00	(3.00)	$ (1,887.00)
14.11	Type R Modified Rock Rip-Rap (New Material)	0	CY	$250.00	$0.00	69.00	$ 17,250.00	(69.00)	$ (17,250.00)
15.01	Remove and Replace Washed Aggregate Concrete Driveway	0	SY	$12.00	$0.00	1,550.00	$ 18,600.00	(1550.00)	$ (18,600.00)
16.01	Remove and Dispose of Trees Greater than 6--24" in Diameter	0	EA	$1,100.00	$0.00	6.00	$ 6,600.00	(6.00)	$ (6,600.00)
CO1.01	Mobilization, Insurance, and bonds for GM 11236 Replacement	1	LS	$5,600.00	$5,600.00	1.00	$ 5,600.00	0.00	$ -
CO1.02	Care of Water During Construction for GM 11236 Replacement	1	LS	$21,425.00	$21,425.00	1.00	$ 21,425.00	0.00	$ -
CO1.03	Gravity Sewer Line and ,Manhoel Testing for GM 11236 Replacement	1	LS	$5,178.00	$5,178.00	1.00	$ 5,178.00	0.00	$ -
CO1.04	Remove Existing Manhole on Aerial Pipe with Watertight Ring & Cover for GM 112	2	EA	$25,888.00	$51,776.00	2.00	$ 51,776.00	0.00	$ -
CO1.05	60" Diameter Manhole on Aerial Pipe wwith Watertight Ring & Cover for GM 1123	1	EA	$23,375.00	$23,375.00	1.00	$ 23,375.00	0.00	$ -
CO1.06	Remove Existing 24" Sewer line w/ 36" Casing for GM 11236 Replacement	581	LF	$45.00	$26,145.00	581.00	$ 26,145.00	0.00	$ -
CO1.07	Remove Existing Concrete Pipe Supports for GM 11236 Replacement	9	EA	$2,268.00	$20,412.00	10.00	$ 22,680.00	(1.00)	$ (2,268.00)
CO1.08	24" C900 PVC Restrained Joint Sanitary Sewer Line for GM 11236 Replacement	582	LF	$374.00	$217,668.00	581.00	$ 217,294.00	1.00	$ 374.00
CO1.09	36" Steel encasement by Open Cut for GM 11236 Replacement	566	LF	$790.00	$447,140.00	565.00	$ 446,350.00	1.00	$ 790.00
CO1.10	Connect to Existing Sewer Line for GM 11236 Replacement	3	EA	$2,600.00	$7,800.00	3.00	$ 7,800.00	0.00	$ -
CO1.11	Hydromulch for GM 11236 Replacement	0.600	AC	$3,850.00	$2,310.00	0.60	$ 2,310.00	0.00	$ -
CO1.12	Clearing and Grubbing for GM 11236 Replacement	0.600	AC	$6,800.00	$4,080.00	0.60	$ 4,080.00	0.00	$ -
CO1.13	Access Road Improvements for GM 11236 Replacement	1	LS	$29,920.00	$29,920.00	1.00	$ 29,920.00	0.00	$ -
CO1.14	Type R Modified Rock Rip Rap w Grout for GM 11236 Replacement	596	CY	$300.00	$178,800.00	600.16	$ 180,048.00	(4.16)	$ (1,248.00)
CO1.15	Foundation Material for Trench for GM 11236 Replacement	32	CY	$275.00	$8,800.00	0.00	$ -	32.00	$ 8,800.00
CO1.16	Erosion Control Matting for GM 11236 Replacement	1,200	SY	$2.30	$2,760.00	0.00	$ -	1200.00	$ 2,760.00
CO1.17	Filter Fabric Fence for GM 11236 Replacement	120	SY	$13.75	$1,650.00	410.00	$ 5,637.50	(290.00)	$ (3,987.50)
CO1.18	Excavation Safety for GM 11236 Replacement	1	LS	$38,560.00	$38,560.00	1.00	$ 38,560.00	0.00	$ -
CO1.19	Trench Safety for GM 11236 Replacement	581	LF	$125.00	$72,625.00	371.00	$ 46,375.00	210.00	$ 26,250.00
CO1.20	Construct New Concrete Pier Pipe Supports for GM 11236 Replacement	12	EA	$13,840.00	$166,080.00	12.00	$ 166,080.00	0.00	$ -
CO1.21	Construct Steel Pile Pipe Supports for GM 11236 Replacement	4	EA	$70,000.00	$280,000.00	4.00	$ 280,000.00	0.00	$ -
					$ 8,250,616.64		**$ 8,291,974.54**		**$ (41,357.91)**

Original contract price:	6,638,512.64	
Change in contract price from previous change orders:	1,612,104.00	
Change in contract price due to this change order:	41,357.91	
Adjusted contract price to date:	**8,291,974.55**	**24.9%**
Original contract end date / days:		
Change in contract days from previous change orders:		
Change in contract days due to this change order:		
Adjusted contract days to date:		

RECOMMENDED FOR APPROVAL: Kate Dietz, P.E.
Director of Utilities
Date

ACCEPTED: C&A Construction
Contractor
Date

REVIEWED:
City Attorney's Office
Date

APPROVED: Edward Broussard
City Manager
Date

AGENDA ITEM NUMBER: _____

DATE APPROVED BY COUNCIL: _____

Section 14 WAIVER AND RELEASE

THE STATE OF TEXAS	§	**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**
	§	
	§	**PURSUANT TO**
	§	
	§	**AGREEMENT**
	§	**AND/OR**
COUNTY OF SMITH	§	**PURSUANT TO TEX. PROPERTY CODE § 53.284 FORMS FOR WAIVER AND RELEASE OF LIEN OR PAYMENT BOND CLAIM**

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

City of Tyler Bid Number	23-039
Project Name	Consent Decree Group 5 – Remedial Measures Pipeline by Open Cut

On receipt by the signer of this document of a check from City of Tyler *[Maker of Check]* in the sum of $ 414,598.73 (Four Hundred Fourteen Thousand Five Hundred Ninety-Eight Dollars and Seventy-Three Cents) payable to C&A Construction, LLC *[Payee(s) of Check]* and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Tyler *[Owner]* located at 511 W Locust Street, Tyler, Texas 75702 *[Location]* to the following extent: Consent Decree Group 5-Remedial Measures Pipeline by Open Cut *[Job Description]*.

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to City of Tyler *[Person with Whom Signer Contracted]*.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 12/02/2025

C&A Construction, LLC (Company name)

By _____ (Signature)

President (Title)

Section 12 CONTRACTOR'S AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS	§	**CONTRACTOR'S AFFIDAVIT OF BILLS PAID**
	§	**CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACTS**
	§	
COUNTY OF SMITH	§	**Tex. Prop. Code Ann. § 53.085(a)**

THIS AFFIDAVIT is made for the purpose of obtaining balance due from City of Tyler, "**CITY**", on the construction work described herein provided the **CONTRACTOR** has fully performed his contractual obligations under the terms of the AGREEMENT.

I, Jorge Avilez *[Name of Affiant]*, do solemnly swear or affirm that I am the legal representative of C&A Construction, LLC *[Contractor's Company / Corporation Name]*, the City of Houston, the County of Harris, the State of Texas, and that the work for the construction of the project designated below has been satisfactorily completed:

City of Tyler Bid Number	23-039
Project Name	Consent Decree Group 5 – Remedial Measures Pipeline by Open Cut

Additionally, I do solemnly swear or affirm:

☒ All bills for materials, supplies, apparatus, fixtures, machinery, labor, subcontractors, laborers and materialmen used in connection with the construction of this project have been fully paid.

OR

☐ The following bills have **not** been fully paid (☐ attach additional pages if necessary):

Name	Amount Owed	Telephone	Address
	$		
	$		
	$		

Signature of Contractor

Sworn to and subscribed before me by *Affiant* on the 3rd day of December, 2025.

GISELA B. GUTIERREZ
Notary Public, State of Texas
Commission Expires 05-25-2026
Notary ID 129532219

Notary Public In and For The State of Texas

Gisela Gutierrez
Notary's Printed Name

My Commission Expires: 05-25-2026

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-11

Date: January 14, 2026

Subject: Request that the City Council consider authorizing the ratification of a total expenditure in the amount of $282,170.22 to United Rentals for emergency bypass pumping required to repair the 24" Sanitary Sewer Line at Southside Wastewater Treatment Plant.

Item Reference: **Council Meeting Aug 13, 2025 Item CA8**

On April 7, 2025, the existing 24-inch sanitary sewer line adjacent to the Southside Wastewater Treatment Plant failed, requiring immediate bypass pumping to mitigate environmental impacts and maintain system flow. The bypass pumps remained in operation throughout the emergency repair, which has now been completed. This item seeks ratification of payment for the bypass pumping services provided during the emergency response.

RECOMMENDATION:

It is recommended that the City Council ratify a total expenditure in the amount of $282,170.22 to United Rentals for emergency bypass pumping required to repair the 24" Sanitary Sewer Line at Southside Wastewater Treatment Plant.

Attachments:
24 Inch SS Emergency Repair

Drafted/Recommended By:
Department Leader Tiffany Currie, PE / Kate Dietz, PE, Director of Utilities

Edited/Submitted By:
City Manager


BIOSAN
C500





CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-12

Date: January 14, 2026

Subject: Request that the City Council consider authorizing the City Manager to execute contract amendment with Pape Dawson Consulting Engineers, LLC for additional design and construction administration services for the Consent Decree Group 8 Remedial Measures Implementation in the amount of $2,492,400.00.

Item Reference: **LegalDesk 13798**

In 2017, the City of Tyler entered into a Consent Decree with the Environmental Protection Agency (EPA) to address the City's aging wastewater collection system and resulting discharges. The Consent Decree became effective on April 10, 2017.

As a part of this Consent Decree, condition assessments are being performed on the sanitary sewer collection system. The assessments began in 2017, and are spread out over an eight (8) year period and are being performed by Pipeline Analysis.

Assessment of Groups 1- 6 have been completed, designed. Groups 5 and 6 are currently under construction and Group 7 is in design. Pipeline Analysis recently completed the assessment of Group 8 manholes and mainlines in basins across the City.

The scope of services with Pape Dawson Consulting Engineers LLC provides for engineering services for design and construction phase services for the assets identified for remediation in Group 8 was approved at City Council on 8/13/25 including a preliminary alignment analysis for sanitary sewer reroutes. The scope of this amendment includes the design and construction phase services of those sanitary sewer lines to be rerouted.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a contract amendment with Pape Dawson Consulting Engineers, LLC for additional design and construction administration services for the Consent Decree Group 8 Remedial Measures Implementation in the amount of $2,492,400.00.

Attachments:
Group 8 Remedial ESA Executed
2025-12-23 104362 Amendment 1

Drafted/Recommended By:
Department Leader Tiffany Currie, P.E., Tyler Water Utilities Engineer/ Kate Dietz, P.E., Tyler Water Utilities Director

Edited/Submitted By:
City Manager

STATE OF TEXAS §

COUNTY OF SMITH §

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AGREEMENT is entered into, with an Effective Date of August 13, 2025 [*insert date of last party's signature*], by and between the **CITY OF TYLER**, in Smith County, Texas (OWNER), acting therein by and through its duly authorized City Manager, and **Pape Dawson Consulting Engineers, LLC** (ENGINEER or ARCHITECT), hereinafter referred to as "E/A," for the purpose of acquiring all professional engineering and/or architectural services required for the project known as **"Consent Decree Group 8 Remedial Measures Implementation"** (hereinafter called the Project).

OWNER and E/A in consideration of their mutual covenants herein agree in respect of the performance of professional engineering and/or architectural services by E/A and the payment for those services by OWNER as set forth below.

SECTION 1—BASIC SERVICES OF ENGINEER OR ARCHITECT

1.1. General.

1.1.1. E/A shall provide for OWNER professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional E/A representative for the project, providing professional engineering and/or architectural consultation and advice and furnishing customary civil services incidental thereto.

1.1.2. **If the Project is a "civil works" project, as defined by Sec. 2269.351 of Tex. Gov. Code Ann., then Exhibit "F" does NOT apply. "Civil works"** projects are those related to roads, streets, bridges, utilities, water supply projects, water plants, waste water plants, water distribution and wastewater conveyance facilities, desalination projects, wharves, docks, airport runways and taxiways, storm drainage, flood control projects and transit projects.

1.1.3. **If the Project is related to "public works" projects or construction contract affecting City-owned buildings, then this contract IS SUBJECT TO ADDITIONAL PROVISIONS FOUND IN EXHIBIT "F", which is attached and incorporated for all purposes herein. "Public Works"** is defined by Tex. Gov. Code Ann., Sec. 2269.001 (6) as a contract for constructing, altering, or repairing a public building or carrying out any public work.

1.1.4. If Exhibit "F" is applicable and there is a conflict between this Agreement and Exhibit "F", provisions in Exhibit "F" shall control.

1.2. Study and Report Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.4, and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analysis of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the

considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth E/A's findings and recommendations. This Report will be accompanied by E/A's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for E/A costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

1.2.7. Furnish multiple copies of the Study and Report documents (not to exceed six (6) copies) and review them in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish multiple copies of the above Preliminary Design documents and present and review them in person with OWNER, not to exceed six (6) copies.

1.3.6. Derive right-of-way (ROW) data and easement documents as needed for the OWNER to begin land acquisition.

1.4. Final Design Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders.

1.4.5. Furnish multiple copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER, not to exceed six (6) copies.

1.5. Bidding or Negotiating Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each

separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Assist OWNER in issuing addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6. Construction Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.6.1. *Preconstruction Conference.* Coordinate, schedule and attend a preconstruction conference with the OWNER, other utility owners, contractors and other interested parties to determine and coordinate construction scheduling and responsibilities.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1. E/A shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, E/A shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and E/A shall keep OWNER informed of the progress of the work.

1.6.2.2. The purpose of E/A's visits to the site will be to enable E/A to better carry out the duties and responsibilities assigned to and undertaken by E/A during the Construction Phase, and in addition, by exercise of E/A's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, E/A shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall E/A have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction elected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, E/A can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. *Interpretations and Clarifications.* E/A shall issue necessary interpretations and clarifications of the Contract Documents as requested by the OWNER.

1.6.4. *Subsurface Exploration.* Coordinate core borings, probing or subsurface explorations, issue orders for necessary laboratory tests and inspect samples or materials submitted for laboratory testing.

1.6.5. *Shop Drawings.* E/A shall review and approve (or take other appropriate action in respect of) samples, catalog data, shop drawings other data which Contractor(s) is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident

thereto.

1.6.6. *Substitutes.* E/A shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and make recommendations to OWNER, subject to the provisions of paragraph 2.2.2.

1.6.7. *Tests.* E/A shall verify that tests, including equipment and start-up, which are required by the specifications and contract documents, are conducted and that the Contractor maintains adequate records thereof and shall observe, record and report to the OWNER appropriate details relative to the test procedures and start-ups.

1.6.8. *Applications for Payment.* Based on his on-site observations as an experienced and qualified design professional and on his review of the Contractors' applications for payment, determine the amount owing to the Contractor(s) and recommend in writing payment to the Contractor(s) in such amounts; such recommendations of payment to constitute a representation to the OWNER, based on such applications, that the work has progressed to the point indicated and that, to the best of his knowledge, work is in accordance with the plans, specifications and contract documents, subject to the specifications and contract documents and any qualifications stated in his approval.

1.6.9. *Final Inspection.* Conduct, in company with the OWNER'S representative, a final inspection of the Project for conformance with the design concept of the Project and compliance with the plans, specifications and contract documents, and recommend in writing final payment to the Contractor.

1.6.10. *Disputes between OWNER and Contractor.* E/A shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed thereunder. E/A shall also make recommendations to OWNER on all claims of Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. OWNER has the final decision with regard to such disputes.

1.6.11. *Limitation of Responsibilities.* E/A shall not be responsible to OWNER for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except E/A's own employees and agents) whether at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. through 1.6.11 inclusive, shall be construed to release E/A from liability for failure to properly perform duties and responsibilities assumed by E/A in the Contract Documents.

1.7. Operational Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.7.1. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

1.7.2. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to E/A and furnish one (1) set of the revised reproducible drawings and one set of drawings in PDF format to the Owner.

SECTION 2—ADDITIONAL SERVICES OF E/A

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, E/A shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.13. inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in this Agreement; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other cause beyond E/A's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical, and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs E/A to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. Services during out-of-town travel required of E/A other than visits to the site or OWNER's office as required by Section 1.

2.1.9. Assistance in connection with bid protest, rebidding, or renegotiating contracts for construction, materials, equipment or services when E/A did not create or contribute to the event or situation requiring said assistance, rebidding, renegotiating, materials, equipment, or services.

2.1.10. Providing any type of property surveys or related engineering or architectural services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.11. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.

2.1.12. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project unless E/A created or contributed to the cause of the litigation.

2.1.13. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond E/A's control, E/A shall furnish or obtain from others, as circumstances require during construction and with specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. E/A shall advise OWNER promptly before starting any of the following additional services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services

after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operations Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of E/A:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to E/A's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist E/A by placing at E/A's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to E/A, as required for performance of E/A's Basic Services (except to the extent provided otherwise in this Agreement) the following:

3.4.1. data prepared by or resulting from the services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys, to the extent required by E/A, and only if not required to be performed by E/A as set out in E/A's Proposal;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

all of which E/A may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction (unless required to be performed by E/A as Basic Services under E/A's Proposal) to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for E/A to enter upon public and private property as required for E/A to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by E/A, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of E/A.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, unless required to be performed by E/A as Basic Services under this Agreement.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may, in the judgement of the OWNER, be required for the Project, such legal services as OWNER may require or E/A may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not E/A or E/A's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of E/A and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to E/A data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive) so that E/A may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to E/A whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of E/A's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct E/A to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. E/A shall not be obligated to bear any of the costs of compliance with this Section 3.

SECTION 4—PERIODS OF SERVICE

4.1. The services provided by the E/A and the various rates of compensation for E/A's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Operational Phase. E/A's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Section 8 of this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of E/A, all rates, measures and amounts of compensation provided herein may be subject to equitable adjustment.

4.2. A schedule for completion of each phase of the project is provided in Exhibit "B". If the E/A determines or reasonably anticipates that the project, (or any of its phases), cannot be completed before the specified completion date, the E/A shall submit a revised schedule to the OWNER for approval.

SECTION 5—PAYMENTS TO ENGINEER AND/OR ARCHITECT CONSULTANT

5.1. Methods of Payment for Services and Expenses of E/A.

For design, construction plan preparation, construction document preparation (including bid proposal, specifications, construction contract), and all other services to be rendered by E/A hereunder, as the same are set out in the attached Exhibit "A", and as further set out in these contractual documents, save and except for specified special and additional services, OWNER shall pay to E/A the following fee in accordance with the fee summary and schedule of hourly rates set forth in attached Exhibit "C":

- Base Fee, Not-to-Exceed = $1,299,300
- Hourly/Reimbursable Expenses = $1,507,300
- **Total Contract Price = $2,806,600**

For additional services authorized by OWNER in accordance with Section 2 of this Agreement, OWNER shall pay in accordance with the schedule of hourly rates set forth in attached Exhibit "C".

5.2. Times of Payment.

E/A shall submit clear and detailed monthly statements for the services rendered and for the expenses and hourly costs incurred. The statements shall show the percent of work completed and amount billed to date, broken down by activity or task. All monthly statements shall be in a form as specified by and acceptable to OWNER.

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by E/A, but it will not include E/A's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 3, as applicable. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

6.2. Opinions of Cost.

It is understood by the Parties that E/A has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Therefore, E/A's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of E/A's experience and qualifications and represent E/A's best judgment as an experienced and qualified professional E/A, familiar with the construction industry; but E/A cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by E/A. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

7.1.1. During the construction phase of the Project, and except as provided under **Exhibit F-Procedure for Correcting Construction Defects** which is applicable when the construction is to a City-owned building or other public work, this Agreement may be terminated by either party hereto, with or without cause, upon a minimum of thirty (30) calendar days written notice thereof. It is understood that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease immediately. Before the end of the minimum thirty (30) calendar day period following receipt of said notice, the E/A shall invoice the OWNER for all work completed. The E/A shall be compensated in accordance with the terms of this Agreement for all work accomplished and approved by the OWNER up to the date of termination.

7.1.2 The termination requirements in Sec. 7.1.1 shall be applicable to civil works construction projects but shall not be applicable to construction contracts related to City-owned buildings and other public works unless and until *after* the procedures are followed as outlined in Exhibit "F" to identify and correct construction defects.

7.1.3 During the design phase of the Project, this Agreement may be terminated by either party hereto, with or without cause, upon a minimum of thirty (30) calendar days written notice thereof. It is understood that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease immediately. Before the end of the minimum thirty (30) calendar day period following receipt of said notice, the E/A shall invoice the OWNER for all work completed. The E/A shall be compensated in accordance with the terms of this Agreement for all work accomplished and approved by the OWNER up to the date of termination.

7.2. Reuse of Documents.

The E/A's Instruments of Service (including but not limited to plans, field surveys, maps, cross sections, drawings, specifications, calculations and other data

related to the Project) are and shall remain the property of the E/A until payment of the E/A in full. Upon payment of the E/A in full, said E/A's Instruments of Service shall pass to and become the property of the OWNER without restriction as to their subsequent uses. E/A acknowledges that OWNER is a governmental entity and that all Instruments of Service in respect of the Project, upon completion of the Project, shall thereafter be subject to the Texas Public Information Act (Texas Government Code Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents. In the event that a valid Public Information Request is received prior to completion of the Project and payment of the E/A in full, OWNER shall work with the E/A to protect any information deemed to be confidential by seeking an Opinion from the Texas Attorney General as allowed by State law.

7.3. Insurance.

7.3.1. The E/A agrees, at its sole expense, to maintain on a primary basis during the life of this Contract and the performance of Work hereunder, insurance coverage, limits, and endorsements required herein, unless otherwise noted. Insurance required by this contract for the OWNER as additional insured shall be primary insurance and not contributing with any other insurance available to OWNER.

7.3.2 The E/A agrees to provide evidence of the following coverage's at execution of contract:

- **Commercial General Liability:** E/A agrees to maintain Commercial General Liability at a limit of liability not less than one million dollars ($1,000,000) Each Occurrence, two million dollars ($2,000,000) General Aggregate per project. E/A agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Products - Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage (X = Explosion Hazard; C = Collapse Hazard; U = Underground Damage), Contractual Liability or Cross Liability. The E/A agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand dollars ($25,000).

- **Business Automobile Liability:** E/A agrees to maintain Business Automobile Liability at a limit of liability not less than one million dollars ($1,000,000) Each Occurrence. Coverage shall include bodily injury and property damage liability arising out of the operation, maintenance and use of Any Auto, or All Owned Autos, and Hired Autos, and Non-Owned automobiles. In the event E/A does not own automobiles, E/A agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- **Professional Errors and Omissions Liability:** E/A agrees to maintain Professional Errors and Omissions Liability at a limit of liability not less than one million dollars ($1,000,000) Each Claim, two million dollars ($2,000,000) Annual Aggregate. The E/A agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Agreement, or the performance of services hereunder. The E/A agrees the Self-Insured-Retention shall not exceed twenty-five thousand dollars ($25,000). This coverage may be provided on a Per-Project Basis.

- **Pollution Liability Insurance** (if required by a City Operational Department): If a City Operational Department requires Pollution Liability coverage, the E/A agrees to maintain Pollution Liability Insurance at a limit of liability not less than one million dollars ($1,000,000) Each Claim, two million dollars ($2,000,000) Annual Aggregate.

- **Commercial Umbrella / Excess Liability:** E/A agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than five million dollars ($5,000,000) Each Occurrence, five million dollars ($5,000,000) General Aggregate. The E/A agrees to endorse the OWNER as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the OWNER is automatically defined as an Additional Protected Person. The E/A agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand dollars ($25,000).

- **Worker's Compensation and Employer's Liability**: The E/A agrees to maintain its own Workers' Compensation Insurance pursuant to statutory limits. See TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401; TEX. ADMIN

CODE, Title 28, Part 2. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

The E/A agrees to maintain its own Employer's Liability Insurance at a limit of liability not less than one million dollars ($1,000,000) Bodily Injury by Accident, one million dollars ($1,000,000) Bodily Injury by Disease Each Occurrence, one million dollars ($1,000,000) Bodily Injury by Disease Aggregate Limit.

See Exhibit "D" Certificate(s) of Insurance and Endorsements for a chart and checklist providing a summary and overview of the insurance requirements.

7.3.3 In the event the E/A performs any site work, then all the insurance required herein will need to be evidenced prior to commencement of said site work.

7.3.4. The E/A agrees the insurance requirements herein as well as OWNER'S review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the E/A under this Agreement.

7.4. Additional Insured Endorsements.

7.4.1 The E/A agrees to endorse the OWNER as an "Additional Insured" on the Commercial General Liability. E/A shall choose one of the three Endorsement Options stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.

The form of the endorsement(s) shall be:

Option 1:

CG 20 10 10 01
Additional Insured - Owners, Lessees, or Contractor – Scheduled Person or Organization

AND, the additional endorsement of

CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations
shall be required to provide back coverage for the E/A's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Option 2:

CG 20 10 07 04
Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization

AND, the additional endorsement of

CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations
shall be required to provide back coverage for the E/A's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Option 3:

GA 4113 11 99
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work

AND, the additional endorsement of

GA 233 02 07
Contractors' Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract

E/A shall attach actual copies of the endorsements.

7.4.2 Additionally, E/A agrees to endorse the OWNER as an "Additional Insured" under the Commercial Umbrella / Excess Liability and the Pollution Liability Insurance, if required, as also provided herein.

7.4.3 The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Tyler."

7.5. Deductibles, Coinsurance Penalties and Self-Insured Retention.

E/A agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty,

self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to OWNER, the E/A agrees, when requested by OWNER, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

7.6. Waiver of Subrogation.

E/A agrees by entering into this written Agreement to a Waiver of Subrogation in favor of the OWNER for each required policy providing coverage during the life of this Agreement. E/A agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement and provide such endorsement to OWNER. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the E/A enter into such an agreement on a pre-loss basis.

7.7. Subconsultants' Insurance.

In the event any work is sublet, the E/A shall require its subconsultants to similarly provide the same coverage as the E/A, and shall acquire evidence of such coverage on behalf of the OWNER.

7.8. Insurance Effective Until Completion.

Insurance coverage, limits, and endorsements required herein shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.9. Right to Revise or Reject Insurance.

7.9.1 E/A agrees the OWNER reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.

7.9.2 Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office in the OWNER'S Legal Department for their adequacy as to form, content, form of protection, and providing company. Additionally, the OWNER reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Texas. In such events, OWNER shall provide E/A written notice of such revisions or rejections.

7.10. Certificate of Insurance.

7.10.1 Before commencement of any work, the E/A agrees to provide OWNER with **Certificate(s) of Insurance and Endorsements** that clearly evidence that E/A's insurance contains the minimum coverages, limits, and endorsement requirements set forth herein, and which shall be attached as Exhibit "D" of this Agreement. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate(s) of Insurance. In the event the OWNER is notified that a required insurance coverage will cancel or expire during the period of this Agreement, the E/A agrees to furnish OWNER prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by OWNER, the E/A agrees to not continue Work pursuant to this Agreement, unless all required insurance remains in effect.

7.10.2 The OWNER shall have the right, but not the obligation, of prohibiting E/A from entering the Work site until a new Certificate of Insurance is provided to the OWNER evidencing the replacement coverage. The E/A agrees the OWNER reserves the right to withhold payment to E/A until evidence of reinstated or replacement coverage is provided to the OWNER. If the E/A fails to maintain the insurance as set forth herein, the E/A agrees the OWNER shall have the right, but not the obligation, to purchase replacement insurance, which the E/A agrees to reimburse any premiums or expenses incurred by the OWNER.

7.10.3 Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.11. Insurance - No Limit on Obligation to Pay.

Nothing contained in the insurance requirements shall

be construed as limiting the extent of the E/A's responsibility for payment of damages resulting from his operations.

7.12. Non-compliance; Breach.

The E/A's failure to comply with any of the provisions of paragraphs 7.3 through 7.11, inclusive, is a breach of contract by the E/A which entitles the OWNER to declare the contract void if the E/A does not remedy the breach within ten days after receipt of notice of breach from the OWNER.

7.13. Indemnity.

E/A AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, OWNER'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST LIABILITY FOR LIENS, DEMANDS, AND DAMAGES FOR INJURIES TO PERSONS INCLUDING DEATH, PROPERTY DAMAGE INCLUDING LOSS OF USE, AND EXPENSES, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES IN PROPORTION TO E/A'S LIABILITY, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT TO THE EXTENT CAUSED BY THE NEGLIGENT OR INTENTIONAL TORTIOUS ACTS OR OMISSIONS OF E/A, E/A'S SUBCONSULTANTS, AGENTS, OR ANYONE FOR WHOSE ACTS THE E/A OR SUBCONSULTANT MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR DAMAGES OCCURRED ON PROPERTY BELONGING TO THE OWNER. THE E/A'S INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

7.14. Certificate of Interested Parties.

In accordance with Texas Gov't Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, E/A must submit a Certificate of Interested Parties (Form 1295) at the time the E/A submits the signed contract to the OWNER. This applies only to contracts with a value greater than $25,000 or that otherwise require City Council approval. If required, the Certificate of Interested Parties (Form 1295) shall be attached as Exhibit "E".

7.15. Controlling Law.

This Agreement is to be governed by the law of the state of Texas. Venue for any action arising hereunder shall lie exclusively in Smith County, Texas for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in federal court. This provision shall supersede any other references in the Agreement.

If this Project includes construction activities to City-owned buildings or other public works, Exhibit "F" provisions shall be applicable.

7.16. Successors and Assigns.

7.16.1. OWNER and E/A each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and E/A (and to the extent permitted by paragraph 7.16.2 the assigns of OWNER and E/A) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.16.2. Neither OWNER nor E/A shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent E/A from employing such independent professional associates and consultants as E/A may deem appropriate to assist in the performance of services hereunder, provided such independent associates or consultants are approved in writing in advance by OWNER and are paid by E/A.

7.16.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and E/A, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and E/A and not for the benefit of any other party.

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions.

Any other provisions of this Agreement or other documents included by reference herein to the contrary notwithstanding, the following provisions shall apply to this Agreement and the respective duties and responsibilities of OWNER and E/A affected thereby:

8.1.1. As to the contractual relationship between E/A and OWNER, E/A is and shall be considered in all things an independent contractor.

8.1.2. OWNER reserves the right, with E/A's agreement, to consolidate any and all phases of performance set out in the standard form contractual documents. The consolidation of said services shall not in any way affect the E/A's responsibilities to perform the services set out therein.

8.2. Exhibits.

The following exhibits are attached to and made a part of this Agreement:

- *Exhibit A - E/A's Scope of Service,*
- *Exhibit B - E/A's Project Schedule,*
- *Exhibit C - E/A's Fee Summary and Schedule of Hourly Fees,*
- *Exhibit D - Certificate of Insurance and Endorsements,*
- *Exhibit E - Certificate of Interested Parties (Form 1295) (if required),*
- *Exhibit F - Procedure for Correcting Construction Defects (Applicable only to construction contracts affecting City-owned buildings and other public works)*

Provided, however, that where the terms and provisions of the above-referenced exhibit(s) shall conflict with the terms and provisions of this standard contract, this standard contract shall control. **However, if Exhibit "F" is applicable, provisions therein shall control over any other conflicting provisions.**

8.3. Entire Agreement.

8.3.1 This Agreement, together with the exhibits and schedules identified above, constitute the entire Agreement between OWNER and E/A and supersede all prior or oral understandings.

8.3.2 This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.4. Effective Date.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

8.5. Severability.

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

8.6. Waiver.

The waiver of any breach of a term or condition of this Agreement does not waive any other breach of that term or condition or any breach of any other term or condition of this Agreement.

8.7. Notices.

Any notices provided under this Agreement shall occur in writing, by certified or registered mail delivery, receipt requested. For purposes of such notice, the addresses of the parties, until changed by written notice, shall be:

E/A:
KSA Engineers, Inc.
Attn: Christopher B. Aylor, P.E.
6781 Oak Hill Blvd.
Tyler, TX 75703

OWNER:
City of Tyler
Attn: Tiffany Currie, P.E.
P.O. Box 2039
Tyler, TX 75710

8.8. Venue.

Venue for any action arising hereunder shall lie exclusively in Smith County, Texas for actions in state court and in the Eastern District of Texas, Tyler Division, for action in federal court. This provision shall supersede any other references in the Agreement.

(The remainder of this page was left blank intentionally.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: E Broussard 09/02/25
City Manager Date

By: Cassandra Brager
City Clerk

Edward Broussard
Printed Name

Cassandra Brager
Printed Name

CITY OF TYLER SEAL TEXAS

APPROVED:

By: 9-2-25
City Attorney's Office Date

April Earley
Printed Name

RECOMMENDED:

By: 8/27/25
Department Leader Date

Katherine Dietz
Printed Name

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER: M-1
DATE APPROVED: 8/13/2025

FOR THE E/A:

By: _____ 7/21/2025
Managing Principal Date

John G. Reidy, P.E.
Printed Name

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John G. Reidy, who is known to me, or who was proved to me through Texas Drivers License to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of July, 2025.

CELIKA ORALIA REYES
Notary ID #124106387
My Commission Expires
September 3, 2026

Notary Public In and For The State of Texas

My Commission Expires: 9.3.26

Celika Oralia Reyes
Notary's Printed Name

INDEX OF EXHIBITS

Exhibit A - E/A's Scope of Service

Exhibit B - E/A's Project Schedule

Exhibit C - E/A's Fee Summary and Schedule of Hourly Fees

Exhibit D - Certificates of Insurance and Endorsements

Exhibit E - Certificate of Interested Parties (Form 1295) (If Required)

Exhibit A
Scope of Service
Consent Decree Group 8 Remedial Measures Implementation

This Agreement constitutes authorization by the City of Tyler (OWNER) for KSA Engineers, Inc. (ENGINEER) to provide engineering services for the **Consent Decree Group 8 Remedial Measures Implementation** (hereinafter called the Project).

PROJECT DESCRIPTION

- Construction and/or improvements of manholes identified in "Poor" or "Very Poor" Condition as identified by Pipeline Analysis' July 1, 2025, Group 8 Annual Condition Remedial Measures Plan.
- Construction, improvements, and/or other remedial measures to install Cured-in-Place Piping (CIPP) in approximately 1,300 linear feet of sanitary sewer piping identified and Pipe Burst approximately 14,500 linear feet of sanitary sewer piping "Poor" to "Very Poor" Condition identified by Pipeline Analysis' July 1, 2025, Group 8 Annual Condition Remedial Measures Plan.
- Construction, improvements, and/or other remedial measures of approximately 6,968 linear feet of sanitary sewer piping identified in "Poor" to "Very Poor" Condition, and approximately 188 pipeline point repairs identified by Pipeline Analysis' July 1, 2025, Group 8 Annual Condition Remedial Measures Plan

The scope of services is based on the design of three (3) construction projects with a pre-design opinion of probable construction cost of $12,200,000.

SCOPE OF SERVICES

The scope of services for this part of the work is as follows:

Basic Services of ENGINEER: The ENGINEER is hereby authorized to perform the following basic services:

A. Study and Report Phase: Not Used.
B. Preliminary Design Phase: Provide services as stated in Section 1.3 of the Agreement.
C. Final Design Phase: Provide services as stated in Section 1.4 of the Agreement.
D. Bidding or Negotiating Phase: Provide services as stated in Section 1.5 of the Agreement.
E. Construction Phase: Provide services as stated in Section 1.6 of the Agreement.
F. Operational Phase: Not Used.

Additional Services of ENGINEER: The ENGINEER is hereby authorized to perform the following additional services:

A. Reimbursable Expenses
B. Surveying (Design/Construction/Easement)
C. Property Owner Coordination
D. Right-of-Way Agent
E. Full Time Project Representative on three (3) construction projects
F. TxDOT Utility Installation Requests
G. Union Pacific Railroad Permit Applications

ENGINEER's Exclusions:

A. Historical, Wetland, and Archeological investigations, environmental investigations, categorical exclusions, nationwide permits;
B. Coordination, application, or permitting with any and all local, State, and/or Federal agencies other than the Texas Department of Transportation;

C. Stormwater pollution plans, applications, and/or permits;
D. Traffic control plans;
E. Legal services;
F. The relocation of gas, electric, communications, or other franchise utilities;
G. Hydrologic studies;
H. Hydraulic studies;
I. Construction material testing;

OWNER's Responsibilities: The OWNER's responsibilities shall be as described in SECTION 3 of the ENGINEERING CONTRACT in addition to the following responsibilities: Sampling and testing as required

Exhibit B
Project Schedule
Consent Decree Group 8 Remedial Measures Implementation

PROJECT SCHEDULE

Engineer shall complete its services with the following time specific time period upon OWNER's notice to proceed.

Remedial Measures Manhole Construction Contract:

1. Complete Preliminary Design: 45 calendar days
2. Complete Final Design: 60 calendar days following receipt of OWNER's comments on submitted preliminary design documents
3. Complete Bidding Phase: Within the time designated by the OWNER based upon an approved bid schedule developed following receipt of OWNER's comments on the submitted final design plans.
4. Complete Construction Phase: 180 calendar days (6 months) following issuance of notice to proceed to Contractor.

Remedial Measures Pipeline by Specialty Construction Contract:

1. Complete Preliminary Design: 120 calendar days
2. Complete Final Design: 90 calendar days following receipt of OWNER's comments on submitted preliminary design documents
3. Complete Bidding Phase: Within the time designated by the OWNER based upon an approved bid schedule developed following receipt of OWNER's comments on the submitted final design plans.
4. Complete Construction Phase: 450 calendar days (15 months) following issuance of notice to proceed to Contractor.

Remedial Measures Pipeline by Open Cut Construction Contract:

1. Complete Preliminary Design: 150 calendar days
2. Complete Final Design: 90 calendar days following receipt of OWNER's comments on submitted preliminary design documents
3. Complete Bidding Phase: Within the time designated by the OWNER based upon an approved bid schedule developed following receipt of OWNER's comments on the submitted final design plans.
4. Complete Construction Phase: 540 calendar days (18 months) following issuance of notice to proceed to Contractor.

Remedial Measures Pipeline Reroutes Construction Contract:

1. Complete Alignment Analysis: 60 calendar days
2. Complete Preliminary Design: To Be Determined
3. Complete Final Design: To Be Determined
4. Complete Bidding Phase: To Be Determined
5. Complete Construction Phase: To Be Determined

6.

Exhibit C
Fee Summary
Consent Decree Group 8 Remedial Measures Implementation

FEE SUMMARY

Engineering Fees: The fees for the scope of services described above is as follows:

Remedial Measures Manhole Construction Contract:

Preliminary Design	$81,500	Lump Sum
Final Design	$54,300	Lump Sum
Bidding Phase	$10,000	Lump Sum
Construction Phase	$51,000	Lump Sum[1]
Reimbursable Expenses	$2,000	Reimbursable
Surveying (Design/Construction/Easement)	$20,000	Hourly and Reimbursable[2]
Property Owner Coordination	$10,000	Hourly and Reimbursable[2]
Right-Of-Way Agent	$10,000	Hourly and Reimbursable[2]
Full-Time Resident Project Representative	$160,100	Hourly and Reimbursable[1]
TxDOT Coordination	$30,000	Hourly and Reimbursable[2]
Total	$428,900	

Remedial Measures Pipeline by Specialty Construction Contract:

Preliminary Design	$163,500	Lump Sum
Final Design	$109,000	Lump Sum
Bidding Phase	$10,000	Lump Sum
Construction Phase	$150,000	Lump Sum[3]
Reimbursable Expenses	$5,000	Reimbursable
Surveying (Design/Construction/Easement)	$70,000	Hourly and Reimbursable[2]
Property Owner Coordination	$20,000	Hourly and Reimbursable[2]
Right-Of-Way Agent	$40,000	Hourly and Reimbursable[2]
Full-Time Resident Project Representative	$400,100	Hourly and Reimbursable[3]
TxDOT Coordination	$10,000	Hourly and Reimbursable[2]
Total	$977,600	

Remedial Measures Pipeline by Open Cut Construction Contract:

Preliminary Design	$288,000	Lump Sum
Final Design	$192,000	Lump Sum
Bidding Phase	$10,000	Lump Sum
Construction Phase	$180,000	Lump Sum[4]
Reimbursable Expenses	$5,000	Reimbursable
Surveying (Design/Construction/Easement)	$80,000	Hourly and Reimbursable[2]
Property Owner Coordination	$20,000	Hourly and Reimbursable[2]
Right-Of-Way Agent	$40,000	Hourly and Reimbursable[2]
Full-Time Resident Project Representative	$480,100	Hourly and Reimbursable[4]
TxDOT Coordination	$45,000	Hourly and Reimbursable[2]
UPRR Coordination	$10,000	Hourly and Reimbursable[2]
Total	$1,350,100	

Remedial Measures Pipeline Reroutes Construction Contract:

Alignment Analysis	$50,000	Hourly and Reimbursable
Preliminary Design	To be determined	Lump Sum
Final Design	To be determined	Lump Sum
Bidding Phase	To be determined	Lump Sum
Construction Phase	To be determined	Lump Sum[5]
Reimbursable Expenses	To be determined	Reimbursable
Surveying (Design/Construction/Easement)	To be determined	Hourly and Reimbursable[2]
Property Owner Coordination	To be determined	Hourly and Reimbursable[2]
Right-Of-Way Agent	To be determined	Hourly and Reimbursable[2]
Full-Time Resident Project Representative	To be determined	Hourly and Reimbursable[5]
TxDOT Coordination	To be determined	Hourly and Reimbursable[2]
UPRR Coordination	To be determined	Hourly and Reimbursable[2]
Total	$50,000	

Total Fee Budget: $2,806,600

Notes:

1. Construction Administration and Full Time Resident Project Representative assumes a construction period of 180 consecutive calendar days. ENGINEER's work on these phases beyond the construction period will be billed at hourly rates.
2. Compensation shall be billed monthly for Engineer's services based on time charged by each category at the hourly rates or subconsultant charges (if any)
3. Construction Administration and Full Time Resident Project Representative assumes a construction period of 450 consecutive calendar days. ENGINEER's work on these phases beyond the construction period will be billed at hourly rates.
4. Construction Administration and Full Time Resident Project Representative assumes a construction period of 540 consecutive calendar days. ENGINEER's work on these phases beyond the construction period will be billed at hourly rates.
5. Construction Administration and Full Time Resident Project Representative assumes a construction period of (TBD) consecutive calendar days. ENGINEER's work on these phases beyond the construction period will be billed at hourly rates.

Exhibit D - Certificates of Insurance and Endorsements

(See following pages for a summary and checklist of Insurance and Endorsement requirements)

CERTIFICATE(S) OF INSURANCE

[Certificate of Liability Insurance Shall Be Inserted Here]

INSURANCE COVERAGE REQUIRED * Endorsement Required	
TYPE	**AMOUNT**
1) COMMERCIAL GENERAL LIABILITY * Policy shall include (but not limited to) the following: a) Products - Completed Operations b) Independent Contractors c) Broad Form Property Damage d) X-C-U Coverage X = Explosion Hazard C = Collapse Hazard U = Underground Damage e) Contractual Liability or Cross Liability	Not Less than: **$1,000,000** (1 million) Each Occurrence **$2,000,000** (2 million) General Aggregate **Per Project** Any Self-Insured-Retention or Deductible shall not exceed $25,000.
2) BUSINESS AUTOMOBILE LIABILITY Policy shall include (but not limited to) bodily injury and property damage liability for the following: a) Any Auto; OR b) All Owned Autos, and c) Hired Autos, and d) Non-Owned Autos.	Not Less than: **$1,000,000** (1 million) Each Occurrence
3) PROFESSIONAL ERRORS & OMISSIONS LIABILITY Policy shall include (but not limited to) the following: a) A minimum three (3) year Discovery (tail) Reporting period, and b) A Retroactive Date that equals or precedes the effective date of the Contract, or the performance of services hereunder.	Not Less than: **$1,000,000** (1 million) Each Claim **$2,000,000** (2 million) Annual Aggregate Any Self-Insured-Retention or Deductible shall not exceed $25,000.
4) ♦ POLLUTION LIABILITY INSURANCE *	♦ ☐ Check Here If Coverage is Required by a City Operational Department Not Less than: **$1,000,000** (1 million) Each Claim **$2,000,000** (2 million) Annual Aggregate
5) COMMERCIAL UMBRELLA / EXCESS LIABILITY *	Not Less than: **$5,000,000** (5 million) Each Occurrence **$5,000,000** (5 million) General Aggregate Any Self-Insured-Retention or Deductible shall not exceed $25,000.
6) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	**Statutory Limits for Workers' Compensation** TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401 TEX. ADMIN. CODE, Title 28, Part 2 **Employer's Liability Limits** **$1,000,000 (1 million)** Bodily Injury by Accident **$1,000,000 (1 million)** Bodily Injury by Disease Each Occurrence **$1,000,000 (1 million)** Bodily Injury by Disease Aggregate Limit

Checklist: Certificate(s) of Insurance

*** Provided only as a courtesy ***

[See generally Section 7.3 Insurance for contract insurance requirements]

1.	All pages of the *Certificate of Liability Insurance* shall be attached. *See* lower right corner of certificate for *ex toto* pagination. E.g. Page 1 of 2
2.	Policy Effective and Expiration Dates (for each type of coverage) Policy **effective date** is ON or BEFORE Contract date, and Policy **expiration date** should extend at least 6 months into the future OR for the estimated project length, whichever is greater.
3.	Commercial General Liability [*See* Section 7.3.2] ☒ **Occurrence** Box is Checked ☒ **Per Project** Box is Checked for General Aggregate Limit.
4.	Business Automobile Liability [*See* Section 7.3.2] At a minimum each of the following boxes should be checked: ☒ Any Auto OR ☒ All Owned Autos, and ☒ Hired Autos, and ☒ Non-Owned Autos.
5.	Professional Errors and Omissions Liability [*See* Section 7.3.2]
6.	Commercial Umbrella / Excess Liability [*See* Section 7.3.2] ☒ Occurrence Box is Checked
7.	Workers Compensation and Employers Liability [*See* Section 7.3.2] ☒ WC Statutory Limits Box is Checked
	Look at the "Description of Operations . . . Special Provisions" Box. [*See* Section 7.4] [*See also* Section 7.6] Clearly indicate the **CITY** has been endorsed by using this language: "The City of Tyler (i.e. Certificate Holder) shall be named as Additional Insured as respects to Commercial General Liability, Commercial Umbrella / Excess Liability and Pollution Liability Insurance, if required, and shall have a Waiver of Subrogation as respects to Commercial General Liability, Business Automobile Liability, Professional Errors and Omissions Liability, Commercial Umbrella / Excess Liability and Workers' Compensation all as required by written contract subject to policy terms, conditions and exclusions. Coverage is primary, non-contributory as respects to General Liability and Auto as required by written contract."
8.	Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
9.	Certificate Holder: [*See generally* Section 7.4] City of Tyler P.O. Box 2039 Tyler, TX 75710

ENDORSEMENTS

[Endorsements Shall Be Inserted Here]

* ENDORSEMENT(S) REQUIRED	
Name of Additional Insured Person(s) or Organization(s): City of Tyler P.O. Box 2039 Tyler, TX 75710	Location(s) of Covered Operations: Project [*insert project name*], Dated [*insert month and year of contract*].

E/A shall choose one of the three Endorsement Option stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.

COMMERCIAL GENERAL LIABILITY

E/A agrees to endorse the **CITY** as an "Additional Insured" on the Commercial General Liability with: [*Select Option 1, Option 2 or option 3 below*] [*See* Section 7.3.2 and 7.4]

Option 1	**FORM: CG 20 10 10 01** Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization **AND** **FORM: CG 20 37 07 04** Additional Insured – Owners, Lessees, or Contractors – Completed Operations
OR	
Option 2	**FORM: CG 20 10 07 04** Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization **AND** **FORM: CG 20 37 07 04** Additional Insured – Owners, Lessees, or Contractors – Completed Operations
OR	
Option 3	**FORM: GA 4113 11 99** Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work **AND** **FORM: GA 233 02 07** Contractors' Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract

COMMERCIAL UMBRELLA / EXCESS LIABILITY

E/A agrees to endorse the **CITY** as an "Additional Insured" under the Commercial Umbrella / Excess Liability as also provided herein. [*See* Section 7.3.2 and 7.4]

POLLUTION LIABILITY INSURANCE

♦ If applicable **E/A** agrees to endorse the **CITY** as an "Additional Insured" under the Pollution Liability Insurance as also provided herein. [See Section 7.3.2 and 7.4]

Client#: 1863504 PAPEDAWS2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Eric Kikalo
USI Insurance Services NW CL1 825 NE Multnomah, Suite 1500 Portland, OR 97232 503 224-8390	PHONE (A/C, No, Ext): 503 224-8390 FAX (A/C, No): 610 362-8130 E-MAIL ADDRESS: eric.kikalo@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : Illinois Union Insurance Company	27960
INSURER C : Allied World Surplus Lines Insurance Co	24319
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pape-Dawson Consulting Engineers, LLC
2000 NW Loop 410
San Antonio, TX 78213

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7012316633	02/28/2025	02/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			7012296190	02/28/2025	02/28/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			G48685596001	02/28/2025	02/28/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7012316647	02/28/2025	02/28/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Prof Liab -			03145815	02/28/2025	02/28/2026	$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability coverages include primary non-contributory additional insured coverage when required under written contract or written agreement as per attached endorsements. General Liability and Automobile Liability waiver of subrogation coverage is included per attached endorsements. Workers Compensation coverage includes waiver of subrogation coverage when required by written contract or
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Tyler
P.O. BOX 2039
Tyler, TX 75710

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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EXKJT

DESCRIPTIONS (Continued from Page 1)

agreement, per attached endorsement. Umbrella follows form to General Liability, Auto Liability and Employers Liability. 30-Day Notice of Cancellation.

****

NAMED INSUREDS: Arborleaf Engineering & Surveying, Inc.; D2410 Partners, LP; Pape Dawson Munoz, LLC; Pape Dawson Charitable Foundation; Pape-Dawson Consulting Engineers Holdings, LLC; PD Management Holdco, LLC; Pape Dawson Engineers Holdings, Inc. Pape-Dawson Partners, LLP; Pape-Dawson Consulting Engineers, LLC DBA: Pape Dawson Engineers, Inc.; Pape-Dawson Engineers, LLC; VRRSP Consultants, LLC; Pape-Dawson Consulting Engineers, Inc. Employee 401K Plan; Dowdey Anderson & Associates 401K Plan; Pape-Dawson Consulting Engineers, Inc.; Employee Benefits Plan Trust; Dowdey, Anderson & Associates, LLC; Costello, LLC; Costello, Inc. 401(K) Plan; Poulos & Bennett, LLC; Q. Grady Minor & Associates, P.A.; Q. Grady Minor and Associates, LLC; Maxwell Reddick & Associates, Inc.; Maxwell Reddick & Associates, LLC; Ragan-Smith Associates, Inc.; Ragan-Smith Associates, LLC; KSA Engineers, Inc.; BLOC Design-Build, LLC; Legacy Bear Properties, LLC; KSA Alliance, Inc.; Eberly & Associates, Inc.
The General Liability and Automobile Liability coverages include primary non-contributory additional insured coverage when required under written contract or written agreement as per attached endorsements. General Liability and Automobile Liability waiver of subrogation coverage is included per attached endorsements. Workers Compensation coverage includes waiver of subrogation coverage when required by written contract or agreement, per attached endorsement. Umbrella follows form to General Liability, Auto Liability and Employers Liability. 30-Day Notice of Cancellation.

RE: Tyler Group 8 Remedial Measures, located in Smith County. General Liability coverage applies to ongoing and completed operations. Coverage is primary and non contributory as respects General Liability and Auto. All policies provide (30) days Notice of Cancellation. The Professional Liability policy provides a Blanket Waiver of Subrogation as required by written contract. The Professional Liability policy includes an endorsement providing that 30 days notice of cancellation for reasons other than non payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier, when required by written contract.

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. Deductible $25,000. Retro Date: 7/1/1965

CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and
2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Business Auto Policy
Policy Endorsement

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Pape-Dawson Consulting Engineers, LLC

Endorsement Effective Date:

SCHEDULE
Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED,BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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Business Auto Policy
Policy Endorsement

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Pape-Dawson Consulting Engineers, LLC

Endorsement Effective Date:

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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Workers Compensation And Employers Liability Insurance
Policy Endorsement

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations
3. Premium:

   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:

   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

   a. the **Named Insured's** acts or omissions; or

   b. the acts or omissions of those acting on the **Named Insured's** behalf,

   in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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Business Auto Policy
Policy Endorsement

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;

B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Exhibit E - Certificate of Interested Parties (Form 1295)

(If Required)

Check Here if this Section is NOT Used ☐

In accordance with Texas Gov't Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, E/A must submit a Certificate of Interested Parties (Form 1295) at the time the E/A submits the signed contract to the OWNER. This applies only to contracts with a value greater than $25,000 or that otherwise require City Council approval.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1339087

Date Filed:
07/21/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pape-Dawson Consulting Engineers, LLC
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Tyler, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
104362
Professional services in connection with the Consent Decree Group 8 Remedial Measures Implementation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Suire, Raymond	San Antonio, TX United States	X	
Tackett, Cara C	San Antonio, TX United States	X	
Gaston, Gilmer	San Antonio, TX United States	X	
Rion, Dennis	San Antonio, TX United States	X	
Ramseur, Mark	Austin, TX United States	X	
Preiss, Michael	Houston, TX United States	X	
Motarjeme, David	San Antonio, TX United States	X	
O'Neal, Dustin	Houston, TX United States	X	
Graygor, Christine	Dallas, TX United States	X	
Dawson, Sam	San Antonio, TX United States	X	
Dawson, Taylor	San Antonio, TX United States	X	
Dawson III, Eugene H.	San Antonio, TX United States	X	
Dawson, Jr. , Eugene H.	San Antonio, TX United States	X	
Weaver, Shauna	San Antonio, TX United States	X	
Adame, Jon	San Antonio, TX United States	X	
Carter, Tom	San Antonio, TX United States	X	
Ruschkewicz, Thomas	San Antonio, TX United States	X	
Shepherd, Dekecha	Houston, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1339087

Date Filed:
07/21/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pape-Dawson Consulting Engineers, LLC
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Tyler, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
104362
Professional services in connection with the Consent Decree Group 8 Remedial Measures Implementation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Blackmon, Todd	New Braunfels, TX United States	X	
Reidy, John G.	McKinney, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John G. Reidy, and my date of birth is 7/21/1966.

My address is 8866 Synergy Drive, McKinney (city), TX (state), 75070 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Colin County, State of Texas, on the 21st day of July (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

a PAPE-DAWSON company

6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

December 23, 2025

Tiffany Currie, P.E.
Tyler Water Utilities
City of Tyler
511 W. Locust St.
Tyler, TX 75702

via email

RE: ***City of Tyler***
Consent Decree Group 8 Remedial Measures Implementation
KSA Project No. 104362
Professional Consulting Services Amendment 1

Dear Tiffany:

The purpose of this letter is to propose an amendment to the Agreement (between KSA Engineers, Inc. and City of Tyler, effective date of August 13, 2025) for the referenced project to provide additional services that are not included in the current scope.

Amendment 1 includes professional services for the addition of two sanitary sewer re-route projects that were determined to be necessary based upon KSA's alignment analysis of the Group 8 recommendations provided by Pipeline Analysis. Proposed professional services and schedules for performance of these two projects, "Citywide Reroutes" and "Erwin/Glenwood/Houston Reroutes" are summarized below and included in the attached exhibits. The change in scope has resulted in an increase of $2,492,400.

- Citywide Reroutes: Professional Fees of $1,416,675 with 240 days for design and bidding, and 450 calendar days for construction.
- Erwin/Glenwood/Houston Reroutes: Professional Fees of $1,075,725 with 240 days for design and bidding, and 360 calendar days for construction.

Thank you for the continued opportunity to provide services related to this project. Please feel free to call or respond with any questions, comments, or concerns.

Sincerely,

KSA Engineers, Inc.

Christopher B. Aylor, P.E.
Vice President

Accepted:

City of Tyler

_____
Name: _____
Title: _____

Exhibit B.1
Project Schedule
Consent Decree Group 8 Remedial Measures Implementation
Amendment 1
KSA Contract No. 104362

PROJECT SCHEDULE

Engineer shall complete its services with the following time specific time period upon OWNER's notice to proceed.

Citywide Reroutes Construction Contract:

1. Complete Preliminary Design: 120 calendar days
2. Complete Final Design: 90 calendar days following receipt of OWNER's comments on submitted preliminary design documents
3. Complete Bidding Phase: Within the time designated by the OWNER based upon an approved bid schedule developed following receipt of OWNER's comments on the submitted final design plans.
4. Complete Construction Phase: 450 calendar days (15 months) following issuance of notice to proceed to Contractor.

Erwin/Glenwood/Houston Reroutes Construction Contract:

1. Complete Preliminary Design: 120 calendar days
2. Complete Final Design: 90 calendar days following receipt of OWNER's comments on submitted preliminary design documents
3. Complete Bidding Phase: Within the time designated by the OWNER based upon an approved bid schedule developed following receipt of OWNER's comments on the submitted final design plans.
4. Complete Construction Phase: 360 calendar days (12 months) following issuance of notice to proceed to Contractor.

Exhibit C.1
Fee Summary
Consent Decree Group 8 Remedial Measures Implementation
Amendment 1
KSA Contract No. 104362

FEE SUMMARY

Engineering Fees: The fees for the scope of services described above is as follows:

Citywide Reroutes Construction Contract:			
Preliminary Design		$334,300	Lump Sum
Final Design		$222,900	Lump Sum
Bidding Phase		$10,000	Lump Sum
Construction Phase		$150,000	Lump Sum[2]
Reimbursable Expenses		$7,500	Reimbursable
Surveying (Design/Construction/Easement)		$100,000	Hourly and Reimbursable[1]
Plat and Description Preparation (57 Tracts)		$120,000	Hourly and Reimbursable[1]
Property Owner Coordination		$20,000	Hourly and Reimbursable[1]
Right-Of-Way Agent		$186,875	Hourly and Reimbursable[1]
Part-Time Resident Project Representative		$200,100	Hourly and Reimbursable[3]
TxDOT Coordination		$50,000	Hourly and Reimbursable[1]
UPRR Coordination		$15,000	Hourly and Reimbursable[1]
	Total	$1,416,675	
Erwin/Glenwood/Houston Reroutes Construction Contract:			
Preliminary Design		$269,500	Lump Sum
Final Design		$179,700	Lump Sum
Bidding Phase		$10,000	Lump Sum
Construction Phase		$150,000	Lump Sum[4]
Reimbursable Expenses		$5,000	Reimbursable
Surveying (Design/Construction/Easement)		$80,000	Hourly and Reimbursable[1]
Plat and Description Preparation (26 Tracts)		$75,000	Hourly and Reimbursable[1]
Property Owner Coordination		$10,000	Hourly and Reimbursable[1]
Right-Of-Way Agent		$91,425	Hourly and Reimbursable[1]
Part-Time Resident Project Representative		$160,100	Hourly and Reimbursable[5]
TxDOT Coordination		$50,000	Hourly and Reimbursable[1]
UPRR Coordination		$25,000	Hourly and Reimbursable[1]
	Total	$1,075,725	

Total Amendment 1: $2,492,400

Notes:

1. Compensation shall be billed monthly for Engineer's services based on time charged by each category at the hourly rates listed on the attached schedule.
2. Construction Administration assumes an additional construction period of 450 calendar days. ENGINEER's work on these phases beyond the construction period will be billed at hourly rates.
3. Part Time Resident Project Representative assumes 450 calendar days of actual onsite work. Part Time Resident Project Representative budget is based upon 20 hours per week for the duration of the construction period.

4. Construction Administration assumes an additional construction period of 360 calendar days. ENGINEER's work on these phases beyond the construction period will be billed at hourly rates.
5. Part Time Resident Project Representative assumes 360 calendar days of actual onsite work. Part Time Resident Project Representative budget is based upon 20 hours per week for the duration of the construction period.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-13

Date: January 14, 2026

Subject: Request that the City Council consider adoption of a Resolution authorizing the City Manager, on behalf of the Tyler Police Department, to apply for and accept funding from the Department of Justice through the Edward Byrne Memorial Justice Assistance Grant (JAG), FY2027 in the amount of $44,214.00 to fund the purchase of digital message board trailers.

Item Reference:

Similar to past years, the Tyler Police Department will seek funding from the Department of Justice through the Edward Byrne Memorial Justice Assistance Grant (JAG), FY2027 of an amount not to exceed $44,214.00 to fund the purchase of two (2) STALKER MC360 message board trailers equipped with traffic sensors and a traffic data analysis package ($22,107 each). The message board trailers will provide officers with state-of-the-art technology to assist them in performing day-to-day operations and responding to public safety situations. The requested equipment will supplement other existing agency trailers but will provide more analytical data to facilitate better responses to traffic and public safety concerns within the community.

The Tyler Police Department typically supplements up to 20% of budgeted money from the Asset Forfeiture Account.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution authorizing the Tyler City Manager and the Tyler Police Department to apply for and accept grant funding from the Department of Justice through the Edward Byrne Memorial Justice Assistance Grant, FY2027 of an amount not to exceed $44,214.00 to fund the purchase of two (2) STALKER MC360 message board trailers.

Attachments:
Resolution - JAG 26.27 Message trailer
Applied Concepts - Message board quote #2116222

Drafted/Recommended By:
Department Leader Jimmy E. Toler / Chief of Police

Edited/Submitted By:
City Manager

RESOLUTION NO. R-2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING THE CITY TO APPLY FOR AND ACCEPT FUNDING FROM THE DEPARTMENT OF JUSTICE THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) TO FUND THE PURCHASE OF DIGITAL MESSAGE BOARD TRAILERS; DESIGNATING THE CITY'S AUTHORIZED OFFICIALS; AUTHORIZING ALL NECESSARY ACTIONS RELATED TO ACCEPTANCE AND USE OF THE GRANT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council of the City of Tyler to promote the public health, safety and welfare; and

WHEREAS, the City Council finds it in the best interest of the citizens of Tyler that the established Justice Assistance Grant (JAG) funding be utilized for the 2026-2027 year; and

WHEREAS, The City Council agrees that in the event of loss or misuse of the Justice Assistance Grant funds, the Tyler City Council assures that the funds will be returned in full; and

WHEREAS, The City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, The City Council designates the Assistant City Manager over Finance as the grantee's financial official. The financial official is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency; and

WHEREAS, the City Manager is hereby authorized to take all necessary actions, including the use and expenditure of funds, related to the grant on behalf of the City of Tyler; and

WHEREAS, the Department of Justice, through the Justice Assistance Grant will fund the proposed equipment in the amount of up to $44,214.00 for one year only, after which additional funding must be reapplied for.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS;

PART 1: That the City Council of the City of Tyler hereby approves the acceptance of Edward Byrne Memorial Justice Assistance Grant (JAG) funding through the Department of Justice, and is not to exceed $44,214.00, to assist in funding digital message board trailers for the Tyler Police Department for one year.

PART 2: That the City Manager is hereby designated as the City of Tyler's authorized official, and is hereby authorized to apply for, reject, alter, terminate, and/or take all necessary actions, including the use and expenditure of funds, related to the grant (eGrant #5354902 – Mobile Message Board FY26.27) on behalf of the City of Tyler;

PART 3: That the Assistant City Manager over Finance is hereby designated as the City of Tyler's financial official, and is hereby authorized to submit financial and/or programmatic reports or alter the grant (eGrant #5354902 – Mobile Message Board FY26.27) on behalf of the City of Tyler;

PART 4: That this Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 14th day of January, A.D., 2026.

_____

DONALD P. WARREN, MAYOR OF THE CITY OF TYLER, TEXAS

ATTEST:

_____

CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____

DEBORAH G. PULLUM, CITY ATTORNEY

STALKER radar
applied concepts, inc.

Quote
2116222

855 E. Collins Blvd.
Richardson, TX75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 12/18/2025

Inside Sales Partner: John Paul
+1-972-801-4874
john.paul@a-concepts.com

Reg Sales Mgr: Stephen Barlag
+1-972-398-3780
stephen@a-concepts.com

Effective From: 12/18/2025 **Valid Through:** 03/18/2026 **Lead Time:** 60 working days

Bill To:	**Customer ID: 102229**	**Ship To:**	*FedEx Ground*
City of Tyler Accounting Dept PO Box 2039 Tyler, TX 75710-2039	Accounts Payable	Tyler Police Department 711 W Ferguson St Tyler, TX 75702-5612	Sergeant J H Burge

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	2	821-1102-00	Stalker MC360 Message Trailer (4'x8') w/Strobes	60	$21,307.00	$42,614.00
Ln	**Qty**	**Part Number**	**Description**		**Price**	**Ext Price**
1	2	015-2532-62	[253262] MC360 Message Trailer (4 x 8) w/Solar			$0.00
2	2	200-1661-00	MC-360 TRAILER SENSOR KIT, USB-C (SAF)			$0.00
3	2	200-0773-00	40 MPH K-Band Tuning Fork			$0.00
4	2	006-0569-00	Certificate of Accuracy, Speed Sensor II			$0.00
5	2	015-4120-94	Red/Blue Strobes-2 Strobe Assys, 6 LEDs ea-MC360			$0.00
6	2	015-1819-00	[275569] SAM 3/SAM/VMS Trailer Wheel Jack			$0.00
7	2	015-5603-00	[275565] Trailer Wheel Lock			$0.00
8	2	200-1670-00	{415864} INSTALL MEDIA, STREET DYNAMICS DEVICE MANAGER W/EASY ANALYST			$0.00
9	2	200-1448-08	KIT, MC360 TRAILER OPERATOR MANUAL KIT WITH USB-C			$0.00
10	2	063-0024-60	Message Center Trailer 5-Year Warranty			$0.00
					Group Total	$42,614.00

Product	$42,614.00	Sub-Total:	$42,614.00
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$1,600.00
Payment Terms: Net 30 days		**Total: USD**	**$44,214.00**

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these terms and Conditions carefully before proceeding.